



**Board of County Commissioners**

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

**PUBLIC HEARING AGENDA**

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

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**July 9, 2019**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

- A.** Employees of the Season Presentation

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of June 17-21, 2019
- B.** List of Expenditures Under the Dates of June 24-28, 2019
- C.** Minutes of the Commissioners' Proceedings from June 25, 2019
- D.** Resolution Approving Development Agreement between Adams County and DJ South Gathering LLC for Bennett Station Road Improvements (File approved by ELT)

- E.** Resolution Supporting the Denver Parks & Recreation GOCO Planning Grant: Metro Denver Regional Conservation Assessment  
(File approved by ELT)
- F.** Resolution Approving Memorandum of Understanding between Adams County and CoreCivic, Inc. for Facility Payments for the 2019-2020 State Fiscal Year  
(File approved by ELT)
- G.** Resolution Approving County Incentive Agreement Amendment No. 5 between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing  
(File approved by ELT)
- H.** Resolution Approving an Intergovernmental Agreement between Adams County and the Colorado Department of Transportation for the State Highway 224 & York Street Pedestrian & Drainage Underpass Permanent Water Quality Facilities Maintenance  
(File approved by ELT)
- I.** Resolution Approving an Intergovernmental Agreement between Adams County and the Colorado Department of Transportation for the State Highway 224 & York Street Pedestrian & Drainage Underpass Highway Maintenance and Operations  
(File approved by ELT)
- J.** Resolution Approving Intergovernmental Agreement between the City of Westminster and Adams County Regarding the Resurfacing of Lowell Boulevard - 68th Avenue to 72nd Avenue  
(File approved by ELT)
- K.** Resolution Accepting a Permanent Easement from the Regional Transportation District to Adams County, for the Purpose of Installation, Use, Operation, Maintenance, Repair and Replacement of Street Improvements  
(File approved by ELT)
- L.** Resolution Appointing Glover Jarmin to the Community Corrections Board as an Adams County Sheriff's Office Representative  
(File approved by ELT)
- M.** Resolution Appointing Chief Judge Emily Anderson to the Community Corrections Board as a Representative of the 17th Judicial District  
(File approved by ELT)
- N.** Resolution Accepting a Temporary Access Easement from Sec 2-3 Phoenix, LLC, to Adams County for Access Purposes  
(File approved by ELT)
- O.** Resolution for a New Contract between the Denver Regional Council of Governments and Adams County for A-Lift Community Program  
(File approved by ELT)
- P.** Resolution Approving Encroachment Agreement between William and Marley Bordovsky and Adams County for Improvements in County Right-of-Way  
(File approved by ELT)
- Q.** Resolution Approving Adams County, Colorado Lease Agreement with CASA for a Portion of the Pete Mirelez Human Services Center Located at 11860 North Pecos Street, Westminster, CO 80234  
(File approved by ELT)



- R.** Resolution Approving First Amendment to Right-of-Way Grant between Adams County and DJ South Gathering LLC for a Pipeline in Land Including the Colorado Air and Space Port  
(File approved by ELT)
- S.** Resolution Appointing Blake Fulenwider as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- T.** Resolution Appointing Chad Howell as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- U.** Resolution Appointing Chase Evans as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- V.** Resolution Appointing Dawn Davis as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- W.** Resolution Appointing Drew O'Connor as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- X.** Resolution Appointing Jennie Rodgers as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- Y.** Resolution Appointing Michelle Claymore as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- Z.** Resolution Appointing Olga Gonzalez as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- AA.** Resolution Appointing Patrick Giron as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- AB.** Resolution Appointing Paul DeCrescentis as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- AC.** Resolution Appointing Peter LiFari as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- AD.** Resolution Appointing Ray Gonzales as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- AE.** Resolution Appointing Steve O'Dorisio as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- AF.** Resolution Appointing Tricia Allen as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)
- AG.** Resolution Appointing Yuriy Gorlov as a Member of the Adams County Opportunity Zone Task Force  
(File approved by ELT)

## **7. NEW BUSINESS**

## **A. COUNTY MANAGER**

1. Resolution Approving Change Order Two to the Agreement between Adams County and RockSol Consulting Group, Inc., for Engineering Design Services for the York Street, Phase II - 78th Avenue to 88th Avenue Improvements Project  
(File approved by ELT)
2. Resolution Approving Amendment One to the Agreement between Adams County and Southwestern Painting & Decorating, Inc., for the On-Call Painting Services  
(File approved by ELT)
3. Resolution Approving Amendment One to the Agreement between Adams County and Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts to Provide Onsite Auto Parts, and General Automotive Lubricants to the Adams County Facilities and Fleet Operations Department  
(File approved by ELT)
4. Resolution Approving a Cooperative Agreement between Adams County and Honnen Equipment for the Purchase of Four Replacement John Deere Motor Graders  
(File approved by ELT)
5. Resolution Approving an Agreement between Adams County and Ameresco for Design Build Services for a Solar Farm for the Former Shooting Range  
(File approved by ELT)
6. Resolution Approving an Agreement between Adams County and Iron Woman Construction and Environmental Services LLC for Shooting Range Construction Services  
(File approved by ELT)

## **B. COUNTY ATTORNEY**

8. **Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) and (e) to Instruct Negotiators Regarding Real Property Acquisition for the York Street and 58th Avenue Projects**
9. **Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding E-470 Proposal**
10. **Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Instructing Negotiators Regarding E-470 Proposal**

## **11. LAND USE HEARINGS**

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

1. PRC2018-00018 Midtown at Clear Creek, Filing 11  
(File approved by ELT)

## **12. 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	1,027,524.67
4	Capital Facilities Fund	199,914.74
5	Golf Course Enterprise Fund	190,292.46
6	Equipment Service Fund	85,981.18
13	Road & Bridge Fund	1,095,557.93
19	Insurance Fund	288,875.62
25	Waste Management Fund	17,895.57
30	Community Dev Block Grant Fund	4,460.00
31	Head Start Fund	7,898.41
34	Comm Services Blk Grant Fund	9,492.48
35	Workforce & Business Center	49,082.60
43	Colorado Air & Space Port	6,895.00
		<u>2,983,870.66</u>

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005346	378404	CARUSO JAMES LOUIS	06/18/19	2,050.00
00005360	378404	CARUSO JAMES LOUIS	06/21/19	4,100.00
00005361	37193	CINA & CINA FORENSIC CONSULTIN	06/21/19	8,000.00
00738276	31359	ARAPAHOE COUNTY SHERIFF CIVIL	06/17/19	25.00
00738285	278407	DEEP ROCK WATER	06/17/19	24.99
00738287	7262	FRONTIER FERTILIZER AND CHEMIC	06/17/19	4,527.00
00738288	100521	HANSEN & COMPANY	06/17/19	226.95
00738290	323337	HIGH PLAINS REPORTING & TRANSC	06/17/19	10.50
00738295	804413	METRO DENVER ECONOMIC DEVELOPM	06/17/19	12,500.00
00738304	227044	SOUTHWESTERN PAINTING	06/17/19	23,806.00
00738308	24681	VANDIEST SUPPLY CO	06/17/19	7,220.06
00738310	12012	ALSCO AMERICAN INDUSTRIAL	06/18/19	44.08
00738311	868769	BEBO DANIEL JASON	06/18/19	260.00
00738312	255001	COPYCO QUALITY PRINTING INC	06/18/19	1,012.80
00738313	808844	DUPRIEST JOHN FIELDEN	06/18/19	65.00
00738314	25579	ENTRAVISION COMMUNICATIONS	06/18/19	1,500.00
00738315	698569	FOREST SEAN	06/18/19	65.00
00738316	809485	HAGGERTY BRIAN	06/18/19	65.00
00738317	293122	HERRERA, AARON	06/18/19	65.00
00738318	699829	HILL'S PET NUTRITION SALES INC	06/18/19	1,112.40
00738319	79260	IDEXX DISTRIBUTION INC	06/18/19	630.80
00738320	5814	I70 SCOUT THE	06/18/19	44.00
00738321	810888	MARTINEZ JUSTIN PAUL	06/18/19	65.00
00738322	637831	MCCREARY RAPHAEL	06/18/19	65.00
00738323	13591	MWI VETERINARY SUPPLY CO	06/18/19	2,516.14
00738324	669732	PATTERSON VETERINARY SUPPLY IN	06/18/19	1,613.71
00738325	637390	PLAKORUS DAVID	06/18/19	65.00
00738326	747632	PRICE RITA M	06/18/19	65.00
00738327	725956	PRUDENTIAL OVERALL SUPPLY	06/18/19	110.56
00738328	751819	RC PRECISION INSTALLATIONS INC	06/18/19	280.00
00738329	53054	RICHARDSON SHARON	06/18/19	65.00
00738330	422902	ROADRUNNER PHARMACY INCORPORAT	06/18/19	141.50
00738331	871212	RODRIGUEZ DEBORAH	06/18/19	100.00
00738332	385142	THOMPSON GREGORY PAUL	06/18/19	65.00
00738333	319978	TONSAGER DENNIS	06/18/19	65.00
00738334	810316	TRELOAR TARA A	06/18/19	65.00

## 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>
00738336	702804	WOLFE SANDRA KAY	06/18/19	65.00
00738337	338508	WRIGHTWAY INDUSTRIES INC	06/18/19	413.66
00738338	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/19/19	913.31
00738339	491318	AMERICAN EAGLE DISTRIBUTING	06/19/19	664.50
00738340	802666	BENEGAS TARA	06/19/19	2,500.00
00738342	48089	COMCAST BUSINESS	06/19/19	2,100.00
00738343	519505	DENOVO VENTURES LLC	06/19/19	2,200.00
00738344	728332	EIDE BAILLY LLP	06/19/19	5,341.00
00738345	486419	HIGH COUNTRY BEVERAGE	06/19/19	895.50
00738346	874060	JAPAN AMERICAN SOCIETY OF COLO	06/19/19	5,000.00
00738348	874076	KYGOFM	06/19/19	1,710.00
00738350	537347	SANCHEZ MARITZA	06/19/19	1,650.00
00738351	506572	SANDOVAL THANE	06/19/19	1,136.85
00738352	13951	TDS TELECOM	06/19/19	844.95
00738353	701506	TETRUS CORP	06/19/19	39,000.00
00738354	49923	WIEBE DAVID	06/19/19	150.00
00738355	40340	WINDSTREAM COMMUNICATIONS	06/19/19	2,563.04
00738356	358175	ABS ANDY'S BALANCE SERVICE INC	06/20/19	245.00
00738358	383698	ALLIED UNIVERSAL SECURITY SERV	06/20/19	7,148.86
00738360	12012	ALSCO AMERICAN INDUSTRIAL	06/20/19	85.77
00738361	45084	BASELINE ASSOCIATES INC	06/20/19	420.00
00738362	3020	BENNETT TOWN OF	06/20/19	72.25
00738363	93165	BRIGHTON CITY OF	06/20/19	450.00
00738364	13160	BRIGHTON CITY OF (WATER)	06/20/19	7,724.93
00738365	13160	BRIGHTON CITY OF (WATER)	06/20/19	4,602.43
00738366	13160	BRIGHTON CITY OF (WATER)	06/20/19	2,995.57
00738370	661015	CHP METRO NORTH LLC	06/20/19	1,050.00
00738371	852482	CLEARWAY ENERGY GROUP LLC	06/20/19	974.00
00738372	862228	COBLACO SERVICES INC	06/20/19	950.00
00738374	99357	COLO MEDICAL WASTE INC	06/20/19	1,204.00
00738376	810159	CORHIO	06/20/19	300.00
00738377	628340	COX MICHELLE	06/20/19	2,290.20
00738380	13891	DSD CIVIL DENVER COUNTY SHERIF	06/20/19	48.20
00738381	430532	EASTERN ADAMS COUNTY METROPOLI	06/20/19	805.30
00738382	35867	ELDORADO ARTESIAN SPRINGS INC	06/20/19	49.95
00738384	47723	FEDEX	06/20/19	89.23

## 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>
00738385	197938	FIRST CALL OF COLO	06/20/19	4,050.00
00738387	727893	HCL ENGINEERING & SURVEYING LL	06/20/19	2,890.06
00738388	40843	LANGUAGE LINE SERVICES	06/20/19	48.38
00738391	747204	MARTINEZ MIA	06/20/19	945.00
00738392	73648	METROWEST NEWSPAPERS	06/20/19	512.56
00738393	13719	MORGAN COUNTY REA	06/20/19	79.51
00738394	16428	NICOLETTI-FLATER ASSOCIATES	06/20/19	575.00
00738395	33716	OLD VINE PINNACLE ASSOCIATES	06/20/19	800.00
00738396	473343	PALEO DNA	06/20/19	1,050.00
00738397	100332	PERKINELMER GENETICS	06/20/19	50.00
00738398	751819	RC PRECISION INSTALLATIONS INC	06/20/19	105.00
00738399	430098	REPUBLIC SERVICES #535	06/20/19	2,008.92
00738400	669061	SCL HEALTH	06/20/19	180.65
00738401	13538	SHRED IT USA LLC	06/20/19	394.31
00738402	13932	SOUTH ADAMS WATER & SANITATION	06/20/19	810.99
00738403	837989	SOUTHERN FOLGER DETENTION EQUI	06/20/19	6,300.00
00738404	25335	STANLEY CONVERGENT SECURITY S	06/20/19	3,071.35
00738406	42818	STATE OF COLORADO	06/20/19	14,722.57
00738407	22538	THOMSON REUTERS - WEST	06/20/19	372.00
00738408	20730	UNITED STATES POSTAL SERVICE	06/20/19	1,310.00
00738412	712817	WHITESTONE CONSTRUCTION SERVIC	06/20/19	38,115.90
00738413	13822	XCEL ENERGY	06/20/19	4,118.50
00738414	13822	XCEL ENERGY	06/20/19	990.88
00738415	678293	ZOE TRAINING & CONSULTING	06/20/19	2,056.75
00738416	13074	ALBERT FREI & SONS INC	06/21/19	284.40
00738417	383698	ALLIED UNIVERSAL SECURITY SERV	06/21/19	43,725.51
00738418	43744	AUTOMATED BUILDING SOLUTIONS I	06/21/19	3,000.00
00738419	772415	BALLENTINE PAULINE M	06/21/19	75.00
00738420	40942	BI INCORPORATED	06/21/19	5,491.16
00738421	873688	BLACKBURN SANDRA	06/21/19	100.00
00738425	9902	CHEMATOX LABORATORY INC	06/21/19	1,899.00
00738426	327250	CINTAS CORPORATION NO 2	06/21/19	215.17
00738427	250958	COHEN MILSTEIN SELLERS & TOLL	06/21/19	2,835.00
00738428	13267	COLO DEPT OF PUBLIC HEALTH & E	06/21/19	10.38
00738429	13049	COMMUNITY REACH CENTER	06/21/19	20,222.57
00738430	870961	CORCHADO ALMA	06/21/19	75.00

## 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>
00738431	105110	CULLIGAN	06/21/19	119.00
00738433	582481	GEO GROUP INC	06/21/19	1,206.37
00738434	699829	HILL'S PET NUTRITION SALES INC	06/21/19	638.75
00738435	44965	INTERVENTION COMMUNITY CORRECT	06/21/19	917.10
00738436	535598	JACHIMIAK PETERSON LLC	06/21/19	107,719.38
00738438	311118	LIGHTFIELD LESS LETHAL RESEARC	06/21/19	3,099.00
00738441	873360	MELLENDEZ MARIO	06/21/19	200.00
00738442	609918	MEZA LORELEI	06/21/19	75.00
00738443	38974	MINUTEMAN PRESS-BRIGHTON	06/21/19	110.00
00738444	872148	MIRELES RAQUEL	06/21/19	75.00
00738445	13591	MWI VETERINARY SUPPLY CO	06/21/19	2,541.12
00738446	32509	NCS PEARSON INC	06/21/19	343.50
00738447	669732	PATTERSON VETERINARY SUPPLY IN	06/21/19	66.08
00738449	381422	PIPER JAFFRAY & CO	06/21/19	3,850.00
00738450	725956	PRUDENTIAL OVERALL SUPPLY	06/21/19	55.28
00738451	216245	PUSH PEDAL PULL INC	06/21/19	410.00
00738453	13538	SHRED IT USA LLC	06/21/19	30.00
00738454	599714	SUMMIT FOOD SERVICE LLC	06/21/19	120.00
00738456	42984	TIME TO CHANGE	06/21/19	562,629.91
00738457	7189	TOSHIBA FINANCIAL SERVICES	06/21/19	5,387.26
00738458	666214	TYGRET DEBRA R	06/21/19	660.00
00738459	725336	US CORRECTIONS LLC	06/21/19	1,195.00
00738460	10513	VERMEER SALE AND SERVICE OF CO	06/21/19	854.40
00738461	13822	XCEL ENERGY	06/21/19	194.68
00738462	13822	XCEL ENERGY	06/21/19	133.49
00738463	13822	XCEL ENERGY	06/21/19	39.28
00738464	13822	XCEL ENERGY	06/21/19	22.86
00738465	13822	XCEL ENERGY	06/21/19	50.70

**Fund Total****1,027,524.67**

County of Adams  
Net Warrants by Fund Detail

<u>4</u>		<u>Capital Facilities Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00738405	740359	STANTEC ARCHITECTURE INC	06/20/19	199,914.74	
Fund Total				199,914.74	



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>	
00005356	6177	PROFESSIONAL RECREATION MGMT I	06/20/19	94,733.60	
00005357	6177	PROFESSIONAL RECREATION MGMT I	06/20/19	95,558.86	
			<b>Fund Total</b>	<b>190,292.46</b>	

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738294	382526	LARRY H MILLER CORP TCD	06/17/19	60,394.00
00738335	24560	WIRELESS ADVANCED COMMUNICATIO	06/18/19	3,402.00
00738452	16237	SAM HILL OIL INC	06/21/19	19,000.86
00738455	790907	THE GOODYEAR TIRE AND RUBBER C	06/21/19	3,184.32
<b>Fund Total</b>				<b>85,981.18</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>
00005347	89295	ARVADA CITY OF	06/19/19	11,141.95
00005348	89296	AURORA CITY OF	06/19/19	235,270.78
00005349	89297	BENNETT TOWN OF	06/19/19	7,971.56
00005350	89298	BRIGHTON CITY OF	06/19/19	134,143.48
00005351	89299	COMMERCE CITY CITY OF	06/19/19	141,887.05
00005352	89300	FEDERAL HEIGHTS CITY OF	06/19/19	21,333.29
00005353	89301	NORTHGLENN CITY OF	06/19/19	79,756.47
00005354	89302	THORNTON CITY OF	06/19/19	302,121.96
00005355	89304	WESTMINSTER CITY OF	06/19/19	161,931.39
<b>Fund Total</b>				<b>1,095,557.93</b>

## Net Warrants by Fund Detail

**19****Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005358	423439	DELTA DENTAL OF COLO	06/20/19	17,431.26
00005359	37223	UNITED HEALTH CARE INSURANCE C	06/20/19	190,039.31
00738283	71771	COLO PRIMA	06/17/19	220.00
00738289	870011	HIBBARD JUANITA	06/17/19	500.00
00738292	5117	KOIS BROTHERS EQUIP CO	06/17/19	14,407.00
00738305	45421	STATE FARM INSURANCE	06/17/19	2,832.59
00738341	419839	CAREHERE LLC	06/19/19	37,116.00
00738347	13771	JOE'S TOWING & RECOVERY	06/19/19	282.00
00738349	174580	MILE HIGH FITNESS	06/19/19	4,870.00
00738375	2157	COLO OCCUPATIONAL MEDICINE PHY	06/20/19	386.00
00738378	13663	DELTA DENTAL PLAN OF COLO	06/20/19	19.95
00738383	13136	EMPLOYERS COUNCIL SERVICES INC	06/20/19	410.00
00738386	873931	GOMEZ ROBERT A	06/20/19	930.26
00738390	94481	LONGMONT FORD	06/20/19	874.06
00738409	11552	VISION SERVICE PLAN-CONNECTICU	06/20/19	1,861.46
00738410	11552	VISION SERVICE PLAN-CONNECTICU	06/20/19	14,337.67
00738411	13082	W L CONTRACTORS INC	06/20/19	2,358.06
<b>Fund Total</b>				<b>288,875.62</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>	
00738307	573198	TECHNO RESCUE LLC	06/17/19	17,895.57	
			<b>Fund Total</b>	<hr/> 17,895.57	

County of Adams  
Net Warrants by Fund Detail

<u>30</u>		<u>Community Dev Block Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00005362	29064	TIERRA ROJO CONSTRUCTION	06/21/19	4,460.00	
			<b>Fund Total</b>	<b>4,460.00</b>	

## Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738306	13770	SYSCO DENVER	06/17/19	186.75
00738367	37266	CENTURY LINK	06/20/19	178.69
00738368	37266	CENTURY LINK	06/20/19	124.01
00738369	327914	CESCO LINGUISTIC SERVICE INC	06/20/19	498.50
00738373	54679	COLO DEPT OF HUMAN SERVICES	06/20/19	346.00
00738379	45567	DENVER CHILDREN'S ADVOCACY CTR	06/20/19	6,338.96
00738389	40843	LANGUAGE LINE SERVICES	06/20/19	225.50
<b>Fund Total</b>				<b>7,898.41</b>

County of Adams  
Net Warrants by Fund Detail

<u>34</u>		<u>Comm Services Blk Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00738357	258636	ADAMS COUNTY FOOD BANK	06/20/19	5,157.70	
00738359	5991	ALMOST HOME INC	06/20/19	4,334.78	
			<b>Fund Total</b>	<hr/> <b>9,492.48</b>	



## Net Warrants by Fund Detail

35

**Workforce & Business Center**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738275	678947	ARAPAHOE COUNTY COMMUNITY RESO	06/17/19	14,057.00
00738277	871149	BRODNIK EVAN N	06/17/19	80.00
00738278	8821380	CENTRAL COLORADO AHEC	06/17/19	1,750.00
00738279	8821380	CENTRAL COLORADO AHEC	06/17/19	1,750.00
00738280	8821380	CENTRAL COLORADO AHEC	06/17/19	1,750.00
00738281	8821380	CENTRAL COLORADO AHEC	06/17/19	1,750.00
00738282	8821380	CENTRAL COLORADO AHEC	06/17/19	1,750.00
00738284	844602	CORTINEZ ISAAC	06/17/19	40.00
00738286	8816052	EMILY GRIFFITH TECHNICAL COLLEGE	06/17/19	3,000.00
00738293	761471	KOON EZRA	06/17/19	20.00
00738296	669008	MIRAMONTES KARINA	06/17/19	25.00
00738297	871151	MORENO VARGAS ISRAEL J	06/17/19	50.00
00738298	859106	OLSEN VANADIS A	06/17/19	20.00
00738299	871150	ORTIZ ROJAS EMILY S	06/17/19	40.00
00738300	71230	RMWDA INC	06/17/19	1,500.00
00738301	831875	ROBLES VICTORIA	06/17/19	40.00
00738302	753165	RUBI ANALESSA	06/17/19	20.00
00738303	703193	SCHOTTENLOHER-BRENT SIERRA	06/17/19	45.00
00738309	871152	WITT LUNDEN V	06/17/19	40.00
00738422	822479	BOEHME CHADE	06/21/19	50.00
00738423	99569	BROBST ANNIE	06/21/19	425.60
00738424	8821380	CENTRAL COLORADO AHEC	06/21/19	1,750.00
00738432	874918	ENCORE ELECTRIC INC	06/21/19	5,000.00
00738437	873860	KINGSTAR HEATING AND AIR CONDIT	06/21/19	5,000.00
00738439	643316	LOCKHEED MARTIN SPACE SYSTEMS	06/21/19	9,000.00
00738440	850089	MARTINEZ SIERRA	06/21/19	25.00
00738448	874063	PHOMMAXHANE ANDY	06/21/19	105.00

**Fund Total****49,082.60**

County of Adams  
Net Warrants by Fund Detail

43		Colorado Air & Space Port			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00738291	358103	KIMLEY-HORN AND ASSOCIATES INC	06/17/19	6,895.00	
Fund Total				6,895.00	

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

**Grand Total      2,983,870.66**

County of Adams  
Vendor Payment Report

2051	ANS - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Animal Control/Shelter					
	BLACKBURN SANDRA	00001	954656	340159	06/19/19	100.00
	MELLENDEZ MARIO	00001	954657	340159	06/19/19	200.00
	RODRIGUEZ DEBORAH	00001	954330	339833	06/14/19	100.00
					Account Total	400.00
					Department Total	400.00

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					
	STANTEC ARCHITECTURE INC	00004	954664	340256	06/20/19	199,914.74
					Account Total	199,914.74
					Department Total	199,914.74

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>
	Received not Vouchered Clrg					
	KIMLEY-HORN AND ASSOCIATES INC	00043	954373	339908	06/17/19	6,895.00
					Account Total	6,895.00
					Department Total	6,895.00

County of Adams  
Vendor Payment Report

9275	Community Corrections	Fund	Voucher	Batch No	GL Date	Amount
	Business Meetings					
	SUMMIT FOOD SERVICE LLC	00001	954548	340041	06/18/19	120.00
					Account Total	120.00
	Operating Supplies					
	SHRED IT USA LLC	00001	954547	340035	06/18/19	30.00
					Account Total	30.00
					Department Total	150.00

**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					
	HANSEN & COMPANY	00001	954248	339634	06/12/19	226.95
	HIGH PLAINS REPORTING & TRANSC	00001	954247	339634	06/12/19	10.50
					Account Total	237.45
	Other Professional Serv					
	ARAPAHOE COUNTY SHERIFF CIVIL	00001	954249	339634	06/12/19	25.00
	DSD CIVIL DENVER COUNTY SHERIF	00001	954500	340016	06/18/19	48.20
	METROWEST NEWSPAPERS	00001	954503	340016	06/18/19	182.32
	METROWEST NEWSPAPERS	00001	954504	340016	06/18/19	330.24
					Account Total	585.76
					Department Total	823.21



**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					
	CARUSO JAMES LOUIS	00001	954341	339846	06/14/19	2,050.00
	CARUSO JAMES LOUIS	00001	954683	340260	06/20/19	4,100.00
	CINA & CINA FORENSIC CONSULTIN	00001	954689	340267	06/20/19	8,000.00
					Account Total	14,150.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	954359	339847	06/14/19	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	954360	339847	06/14/19	11.00
					Account Total	49.95
	Other Professional Serv					
	BASELINE ASSOCIATES INC	00001	954348	339847	06/14/19	420.00
	COLO MEDICAL WASTE INC	00001	954350	339847	06/14/19	1,204.00
	FEDEX	00001	954352	339847	06/14/19	19.52
	FEDEX	00001	954353	339847	06/14/19	22.69
	FEDEX	00001	954354	339847	06/14/19	47.02
	FIRST CALL OF COLO	00001	954347	339847	06/14/19	4,050.00
	LANGUAGE LINE SERVICES	00001	954351	339847	06/14/19	48.38
	NICOLETTI-FLATER ASSOCIATES	00001	954346	339847	06/14/19	575.00
	PALEO DNA	00001	954356	339847	06/14/19	350.00
	PALEO DNA	00001	954357	339847	06/14/19	350.00
	PALEO DNA	00001	954358	339847	06/14/19	350.00
	PERKINELMER GENETICS	00001	954355	339847	06/14/19	50.00
	SCL HEALTH	00001	954345	339847	06/14/19	180.65
	SHRED IT USA LLC	00001	954342	339847	06/14/19	118.49
	SHRED IT USA LLC	00001	954343	339847	06/14/19	275.82
	THOMSON REUTERS - WEST	00001	954344	339847	06/14/19	372.00
					Account Total	8,433.57
	Subscrip/Publications					
	CORHIO	00001	954349	339847	06/14/19	300.00
					Account Total	300.00
					Department Total	22,933.52

County of Adams  
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	954502	340016	06/18/19	386.00
					Account Total	386.00
	Travel & Transportation					
	COLO PRIMA	00019	954263	339639	06/12/19	220.00
					Account Total	220.00
					Department Total	606.00

County of Adams  
Vendor Payment Report

<u>941017</u>	<u>CDBG 2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	TIERRA ROJO CONSTRUCTION	00030	954688	340264	06/20/19	4,460.00
					Account Total	4,460.00
					Department Total	4,460.00

County of Adams  
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	954583	340118	06/19/19	1,310.00
					Account Total	1,310.00
					Department Total	1,310.00

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

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Office Furniture					
	RC PRECISION INSTALLATIONS INC	00001	954323	339746	06/13/19	280.00
	RC PRECISION INSTALLATIONS INC	00001	954546	340032	06/18/19	105.00
					Account Total	385.00
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	954309	339746	06/13/19	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	954311	339746	06/13/19	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	954540	340032	06/18/19	19.53
	ALSCO AMERICAN INDUSTRIAL	00001	954541	340032	06/18/19	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	954542	340032	06/18/19	19.82
	ALSCO AMERICAN INDUSTRIAL	00001	954543	340032	06/18/19	19.53
					Account Total	129.85
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	954314	339746	06/13/19	253.20
	COPYCO QUALITY PRINTING INC	00001	954316	339746	06/13/19	253.20
	COPYCO QUALITY PRINTING INC	00001	954317	339746	06/13/19	253.20
	COPYCO QUALITY PRINTING INC	00001	954319	339746	06/13/19	253.20
					Account Total	1,012.80
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	954544	340032	06/18/19	1,716.80
	ALLIED UNIVERSAL SECURITY SERV	00001	954545	340032	06/18/19	1,569.26
					Account Total	3,286.06
	Subscrip/Publications					
	I70 SCOUT THE	00001	954322	339746	06/13/19	44.00
					Account Total	44.00
					Department Total	4,857.71

County of Adams  
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	954655	340152	06/19/19	5,157.70
	ALMOST HOME INC	00034	954653	340152	06/19/19	4,334.78
					Account Total	9,492.48
					Department Total	9,492.48

**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					
	EIDE BAILLY LLP	00001	954556	340048	06/18/19	5,341.00
	WIEBE DAVID	00001	954557	340048	06/18/19	150.00
					Account Total	5,491.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	954555	340048	06/18/19	73.11
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	954555	340048	06/18/19	86.83
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	954555	340048	06/18/19	301.93
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	954555	340048	06/18/19	49.61
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	954555	340048	06/18/19	325.61
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	954555	340048	06/18/19	76.22
					Account Total	913.31
					Department Total	6,404.31

County of Adams  
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	RMWDA INC	00035	954270	339629	06/12/19	1,500.00
					Account Total	1,500.00
	Regional Collaboration					
	ARAPAHOE COUNTY COMMUNITY RESO	00035	954269	339629	06/12/19	14,057.00
					Account Total	14,057.00
					Department Total	15,557.00



**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					
	LARRY H MILLER CORP TCD	00006	954374	339908	06/17/19	30,197.00
	LARRY H MILLER CORP TCD	00006	954375	339908	06/17/19	30,197.00
	SAM HILL OIL INC	00006	954707	340357	06/21/19	19,000.86
	THE GOODYEAR TIRE AND RUBBER C	00006	954708	340357	06/21/19	1,182.12
	THE GOODYEAR TIRE AND RUBBER C	00006	954709	340357	06/21/19	2,002.20
	WIRELESS ADVANCED COMMUNICATIO	00006	954490	340010	06/18/19	3,402.00
					Account Total	85,981.18
					Department Total	85,981.18

County of Adams  
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9628	00001	954570	340114	06/01/19	72.25
					Account Total	72.25
					Department Total	72.25

County of Adams  
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9637	00001	954567	340114	06/01/19	79.51
					Account Total	79.51
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9632	00001	954568	340114	06/03/19	805.30
					Account Total	805.30
					Department Total	884.81

County of Adams  
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9638	00001	954560	340114	06/04/19	4,118.50
					Account Total	4,118.50
					Department Total	4,118.50

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>
	Building Repair & Maint					
	STANLEY CONVERGENT SECURITY S	00001	954607	340132	06/19/19	3,071.35
					Account Total	3,071.35
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9636	00001	954571	340114	05/31/19	2,995.57
					Account Total	2,995.57
					Department Total	6,066.92

County of Adams  
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9634	00001	954569	340114	06/07/19	4,602.43
					Account Total	4,602.43
					Department Total	4,602.43

**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					
	Energy Cap Bill ID=9629	00001	954563	340114	06/05/19	516.76
	Energy Cap Bill ID=9630	00001	954564	340114	06/05/19	457.24
	Energy Cap Bill ID=9631	00001	954565	340114	05/30/19	990.88
					Account Total	1,964.88
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	954587	340121	06/19/19	467.39
					Account Total	467.39
					Department Total	2,432.27

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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9635	00001	954566	340114	05/31/19	<u>7,724.93</u>
					Account Total	<u>7,724.93</u>
					Department Total	<u><u>7,724.93</u></u>



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>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	954589	340121	06/19/19	540.00
					Account Total	540.00
					Department Total	540.00

County of Adams  
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9633	00001	954562	340114	06/04/19	810.99
					Account Total	810.99
					Department Total	810.99

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	954457	340011	06/18/19	4,292.66
	ALLIED UNIVERSAL SECURITY SERV	00001	954457	340011	06/18/19	18,994.33
	ALLIED UNIVERSAL SECURITY SERV	00001	954460	340011	06/18/19	20,438.52
	ALLIED UNIVERSAL SECURITY SERV	00001	954666	340256	06/20/19	3,862.80
	AMERICAN EAGLE DISTRIBUTING	00001	954628	340142	06/19/19	646.50
	AMERICAN EAGLE DISTRIBUTING	00001	954629	340142	06/19/19	18.00
	AUTOMATED BUILDING SOLUTIONS I	00001	954747	340357	06/21/19	1,500.00
	AUTOMATED BUILDING SOLUTIONS I	00001	954747	340357	06/21/19	1,500.00
	BI INCORPORATED	00001	954463	340011	06/18/19	5,491.16
	CHEMATOX LABORATORY INC	00001	954466	340011	06/18/19	969.00
	CHEMATOX LABORATORY INC	00001	954469	340011	06/18/19	28.00
	CHEMATOX LABORATORY INC	00001	954472	340011	06/18/19	902.00
	CHP METRO NORTH LLC	00001	954667	340256	06/20/19	1,050.00
	COHEN MILSTEIN SELLERS & TOLL	00001	954746	340357	06/21/19	2,835.00
	COMMUNITY REACH CENTER	00001	954465	340011	06/18/19	20,222.57
	DENOVO VENTURES LLC	00001	954634	340142	06/19/19	2,200.00
	ENTRAVISION COMMUNICATIONS	00001	954447	340010	06/18/19	1,500.00
	FRONTIER FERTILIZER AND CHEMIC	00001	954371	339908	06/17/19	4,224.00
	FRONTIER FERTILIZER AND CHEMIC	00001	954372	339908	06/17/19	303.00
	GEO GROUP INC	00001	954717	340357	06/21/19	948.42
	GEO GROUP INC	00001	954718	340357	06/21/19	257.95
	HCL ENGINEERING & SURVEYING LL	00001	954681	340256	06/20/19	1,280.06
	HCL ENGINEERING & SURVEYING LL	00001	954681	340256	06/20/19	1,610.00
	HIGH COUNTRY BEVERAGE	00001	954640	340142	06/19/19	895.50
	HILL'S PET NUTRITION SALES INC	00001	954448	340010	06/18/19	1,112.40
	HILL'S PET NUTRITION SALES INC	00001	954714	340357	06/21/19	62.75
	HILL'S PET NUTRITION SALES INC	00001	954715	340357	06/21/19	576.00
	IDEXX DISTRIBUTION INC	00001	954449	340010	06/18/19	229.10
	IDEXX DISTRIBUTION INC	00001	954450	340010	06/18/19	401.70
	INTERVENTION COMMUNITY CORRECT	00001	954719	340357	06/21/19	232.00
	INTERVENTION COMMUNITY CORRECT	00001	954720	340357	06/21/19	292.95
	INTERVENTION COMMUNITY CORRECT	00001	954721	340357	06/21/19	392.15
	JACHIMIAK PETERSON LLC	00001	954748	340357	06/21/19	90,565.56
	JACHIMIAK PETERSON LLC	00001	954748	340357	06/21/19	17,153.82
	KYGOFM	00001	954619	340142	06/19/19	1,710.00

**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>
	LIGHTFIELD LESS LETHAL RESEARC	00001	954473	340011	06/18/19	3,099.00
	MWI VETERINARY SUPPLY CO	00001	954451	340010	06/18/19	20.53
	MWI VETERINARY SUPPLY CO	00001	954452	340010	06/18/19	332.37
	MWI VETERINARY SUPPLY CO	00001	954453	340010	06/18/19	13.45
	MWI VETERINARY SUPPLY CO	00001	954454	340010	06/18/19	4.31
	MWI VETERINARY SUPPLY CO	00001	954455	340010	06/18/19	1,861.01
	MWI VETERINARY SUPPLY CO	00001	954456	340010	06/18/19	29.26
	MWI VETERINARY SUPPLY CO	00001	954458	340010	06/18/19	126.92
	MWI VETERINARY SUPPLY CO	00001	954459	340010	06/18/19	128.29
	MWI VETERINARY SUPPLY CO	00001	954712	340357	06/21/19	2,246.55
	MWI VETERINARY SUPPLY CO	00001	954713	340357	06/21/19	294.57
	NCS PEARSON INC	00001	954475	340011	06/18/19	343.50
	OLD VINE PINNACLE ASSOCIATES	00001	954684	340256	06/20/19	800.00
	PATTERSON VETERINARY SUPPLY IN	00001	954461	340010	06/18/19	10.78
	PATTERSON VETERINARY SUPPLY IN	00001	954464	340010	06/18/19	340.34
	PATTERSON VETERINARY SUPPLY IN	00001	954468	340010	06/18/19	6.75
	PATTERSON VETERINARY SUPPLY IN	00001	954471	340010	06/18/19	282.75
	PATTERSON VETERINARY SUPPLY IN	00001	954474	340010	06/18/19	973.09
	PATTERSON VETERINARY SUPPLY IN	00001	954711	340357	06/21/19	66.08
	PIPER JAFFRAY & CO	00001	954706	340357	06/21/19	3,850.00
	PRUDENTIAL OVERALL SUPPLY	00001	954476	340010	06/18/19	55.28
	PRUDENTIAL OVERALL SUPPLY	00001	954478	340010	06/18/19	55.28
	PRUDENTIAL OVERALL SUPPLY	00001	954710	340357	06/21/19	55.28
	PUSH PEDAL PULL INC	00001	954477	340011	06/18/19	410.00
	ROADRUNNER PHARMACY INCORPORAT	00001	954480	340010	06/18/19	95.90
	ROADRUNNER PHARMACY INCORPORAT	00001	954488	340010	06/18/19	45.60
	SOUTHERN FOLGER DETENTION EQUI	00001	954685	340256	06/20/19	6,300.00
	SOUTHWESTERN PAINTING	00001	954376	339908	06/17/19	10,772.00
	SOUTHWESTERN PAINTING	00001	954376	339908	06/17/19	1,131.00
	SOUTHWESTERN PAINTING	00001	954377	339908	06/17/19	11,903.00
	STATE OF COLORADO	00001	954668	340256	06/20/19	26.62
	STATE OF COLORADO	00001	954668	340256	06/20/19	34.94
	STATE OF COLORADO	00001	954669	340256	06/20/19	11.72
	STATE OF COLORADO	00001	954669	340256	06/20/19	1.41
	STATE OF COLORADO	00001	954670	340256	06/20/19	2,324.67
	STATE OF COLORADO	00001	954670	340256	06/20/19	305.66

**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>
	STATE OF COLORADO	00001	954671	340256	06/20/19	615.73
	STATE OF COLORADO	00001	954671	340256	06/20/19	41.79
	STATE OF COLORADO	00001	954672	340256	06/20/19	10,026.68
	STATE OF COLORADO	00001	954672	340256	06/20/19	594.61
	STATE OF COLORADO	00001	954673	340256	06/20/19	684.66
	STATE OF COLORADO	00001	954673	340256	06/20/19	54.08
	TETRUS CORP	00001	954644	340142	06/19/19	39,000.00
	TIME TO CHANGE	00001	954716	340357	06/21/19	119,867.37
	TIME TO CHANGE	00001	954722	340357	06/21/19	3,614.00
	TIME TO CHANGE	00001	954723	340357	06/21/19	9,731.70
	TIME TO CHANGE	00001	954724	340357	06/21/19	4,711.80
	TIME TO CHANGE	00001	954725	340357	06/21/19	47,981.43
	TIME TO CHANGE	00001	954726	340357	06/21/19	2,672.82
	TIME TO CHANGE	00001	954727	340357	06/21/19	81,305.46
	TIME TO CHANGE	00001	954728	340357	06/21/19	85,659.57
	TIME TO CHANGE	00001	954729	340357	06/21/19	30,435.66
	TIME TO CHANGE	00001	954730	340357	06/21/19	40,652.77
	TIME TO CHANGE	00001	954731	340357	06/21/19	44,661.96
	TIME TO CHANGE	00001	954732	340357	06/21/19	13,364.10
	TIME TO CHANGE	00001	954734	340357	06/21/19	11,294.82
	TIME TO CHANGE	00001	954735	340357	06/21/19	13,924.53
	TIME TO CHANGE	00001	954736	340357	06/21/19	17,287.11
	TIME TO CHANGE	00001	954737	340357	06/21/19	12,674.34
	TIME TO CHANGE	00001	954738	340357	06/21/19	408.00
	TIME TO CHANGE	00001	954739	340357	06/21/19	782.00
	TIME TO CHANGE	00001	954740	340357	06/21/19	1,037.00
	TIME TO CHANGE	00001	954741	340357	06/21/19	3,103.92
	TIME TO CHANGE	00001	954742	340357	06/21/19	2,672.82
	TIME TO CHANGE	00001	954743	340357	06/21/19	13,450.32
	TIME TO CHANGE	00001	954744	340357	06/21/19	1,336.41
	TOSHIBA FINANCIAL SERVICES	00001	954479	340011	06/18/19	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	954479	340011	06/18/19	1,506.04
	TOSHIBA FINANCIAL SERVICES	00001	954479	340011	06/18/19	187.44
	TOSHIBA FINANCIAL SERVICES	00001	954479	340011	06/18/19	822.76
	TYGRETTE DEBRA R	00001	954481	340011	06/18/19	279.00
	TYGRETTE DEBRA R	00001	954482	340011	06/18/19	381.00

## 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>
	US CORRECTIONS LLC	00001	954487	340011	06/18/19	1,195.00
	VANDIEST SUPPLY CO	00001	954381	339908	06/17/19	1,593.60
	VANDIEST SUPPLY CO	00001	954383	339908	06/17/19	2,770.00
	VANDIEST SUPPLY CO	00001	954384	339908	06/17/19	2,687.50
	VANDIEST SUPPLY CO	00001	954385	339908	06/17/19	168.96
	WHITESTONE CONSTRUCTION SERVIC	00001	954686	340256	06/20/19	40,122.00
	WRIGHTWAY INDUSTRIES INC	00001	954489	340010	06/18/19	413.66
	ZOE TRAINING & CONSULTING	00001	954687	340256	06/20/19	2,056.75
					Account Total	927,758.00
	Retainages Payable					
	WHITESTONE CONSTRUCTION SERVIC	00001	954686	340256	06/20/19	2,006.10-
					Account Total	2,006.10-
					Department Total	925,751.90

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

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	600.00
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	22.50
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	28,129.67
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	3,384.37
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	1,159.15
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	150.00
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	310.04
					Account Total	33,755.73
	Other Repair & Maint					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	265.00
					Account Total	265.00
					Department Total	34,020.73

**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>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	22,157.10
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	2,684.03
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	85.96
					Account Total	24,927.09
	Golf Carts					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	3,588.00
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	580.00
					Account Total	4,168.00
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	26,822.80
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	599.20
					Account Total	27,422.00
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	728.21
					Account Total	728.21
	Membership Dues					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	1,485.00
					Account Total	1,485.00
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	954659	340246	06/20/19	94,733.60
					Account Total	94,733.60
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	1,500.00
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	647.50
					Account Total	2,147.50
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	59.42
					Account Total	59.42
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	954660	340246	06/20/19	600.91
					Account Total	600.91
					Department Total	156,271.73



County of Adams  
Vendor Payment Report

<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>
	Membership Dues					
	JAPAN AMERICAN SOCIETY OF COLO	00001	954608	340131	06/19/19	5,000.00
	METRO DENVER ECONOMIC DEVELOPM	00001	954386	339913	06/17/19	12,500.00
					Account Total	17,500.00
					Department Total	17,500.00

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

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	954674	340256	06/20/19	101.00
	CESCO LINGUISTIC SERVICE INC	00031	954675	340256	06/20/19	95.00
	CESCO LINGUISTIC SERVICE INC	00031	954676	340256	06/20/19	110.00
	CESCO LINGUISTIC SERVICE INC	00031	954677	340256	06/20/19	50.00
	CESCO LINGUISTIC SERVICE INC	00031	954678	340256	06/20/19	82.50
	CESCO LINGUISTIC SERVICE INC	00031	954679	340256	06/20/19	60.00
	DENVER CHILDREN'S ADVOCACY CTR	00031	954680	340256	06/20/19	5,991.62
	SYSCO DENVER	00031	954378	339908	06/17/19	186.75
					Account Total	6,676.87
					Department Total	6,676.87

County of Adams  
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	954588	340121	06/19/19	1,001.53
					Account Total	1,001.53
					Department Total	1,001.53

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

<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	DENVER CHILDREN'S ADVOCACY CTR	00031	954404	339921	06/17/19	347.34
					Account Total	347.34
	Interpreting Services					
	LANGUAGE LINE SERVICES	00031	954405	339921	06/17/19	225.50
					Account Total	225.50
	Licenses and Fees					
	COLO DEPT OF HUMAN SERVICES	00031	954406	339921	06/17/19	346.00
					Account Total	346.00
	Telephone					
	CENTURY LINK	00031	954402	339921	06/17/19	178.69
	CENTURY LINK	00031	954403	339921	06/17/19	124.01
					Account Total	302.70
					Department Total	1,221.54

County of Adams  
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	954645	340148	06/19/19	190,039.31
					Account Total	190,039.31
					Department Total	190,039.31

County of Adams  
Vendor Payment Report

<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>
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00019	954651	340151	06/19/19	410.00
					Account Total	410.00
					Department Total	410.00

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

<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					
	CAREHERE LLC	00019	954631	340142	06/19/19	9,315.00
	CAREHERE LLC	00019	954631	340142	06/19/19	9,243.00
	CAREHERE LLC	00019	954633	340142	06/19/19	9,315.00
	CAREHERE LLC	00019	954633	340142	06/19/19	9,243.00
	JOE'S TOWING & RECOVERY	00019	954635	340142	06/19/19	104.00
	JOE'S TOWING & RECOVERY	00019	954637	340142	06/19/19	83.00
	JOE'S TOWING & RECOVERY	00019	954639	340142	06/19/19	95.00
	LONGMONT FORD	00019	954682	340256	06/20/19	423.97
	LONGMONT FORD	00019	954682	340256	06/20/19	450.09
	MILE HIGH FITNESS	00019	954641	340142	06/19/19	1,050.00
	MILE HIGH FITNESS	00019	954642	340142	06/19/19	1,860.00
	MILE HIGH FITNESS	00019	954643	340142	06/19/19	1,960.00
					Account Total	43,142.06
					Department Total	43,142.06

County of Adams  
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	954647	340149	06/19/19	19.95
					Account Total	19.95
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	954650	340150	06/19/19	1,480.00
	DELTA DENTAL OF COLO	00019	954650	340150	06/19/19	15,951.26
					Account Total	17,431.26
					Department Total	17,451.21



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

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	GOMEZ ROBERT A	00019	954499	340016	06/18/19	930.26
	HIBBARD JUANITA	00019	954245	339634	06/12/19	500.00
	KOIS BROTHERS EQUIP CO	00019	954246	339634	06/12/19	14,407.00
	STATE FARM INSURANCE	00019	954244	339634	06/12/19	2,832.59
					Account Total	18,669.85
	Prop Claims-Under Deduct					
	W L CONTRACTORS INC	00019	954501	340016	06/18/19	2,358.06
					Account Total	2,358.06
					Department Total	21,027.91

County of Adams  
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	954649	340149	06/19/19	14,337.67
					Account Total	14,337.67
					Department Total	14,337.67

County of Adams  
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	954382	339911	06/17/19	2,100.00
					Account Total	2,100.00
	Telephone					
	TDS TELECOM	00001	954380	339911	06/17/19	844.95
	WINDSTREAM COMMUNICATIONS	00001	954387	339914	06/17/19	2,563.04
					Account Total	3,407.99
					Department Total	5,507.99

County of Adams  
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ABS ANDY'S BALANCE SERVICE INC	00001	954586	340121	06/19/19	245.00
					Account Total	245.00
	Buildings					
	COBLACO SERVICES INC	00001	954606	340132	06/19/19	950.00
					Account Total	950.00
					Department Total	1,195.00

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

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BALLENTINE PAULINE M	00001	954690	340272	06/20/19	75.00
					Account Total	75.00
	Tuition Reimbursement					
	BENEGAS TARA	00001	954552	340047	06/18/19	2,500.00
	COX MICHELLE	00001	954652	340151	06/19/19	2,290.20
	MARTINEZ MIA	00001	954654	340151	06/19/19	945.00
	SANCHEZ MARITZA	00001	954554	340047	06/18/19	1,650.00
	SANDOVAL THANE	00001	954553	340047	06/18/19	1,136.85
					Account Total	8,522.05
					Department Total	8,597.05

County of Adams  
Vendor Payment Report

<u>2061</u>	<u>PKS - Weed &amp; Pest</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	VERMEER SALE AND SERVICE OF CO	00001	954396	339915	06/17/19	854.40
					Account Total	854.40
					Department Total	854.40

County of Adams  
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DEEP ROCK WATER	00001	954123	339539	06/11/19	24.99
					Account Total	24.99
					Department Total	24.99

County of Adams  
Vendor Payment Report

<u>5017</u>	<u>PKS- Brantner Mine Lake Restrn</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	COLO DEPT OF PUBLIC HEALTH & E	00001	954390	339915	06/17/19	10.38
					Account Total	10.38
					Department Total	10.38



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

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	CORCHADO ALMA	00001	954391	339915	06/17/19	75.00
	MEZA LORELEI	00001	954393	339915	06/17/19	75.00
	MIRELES RAQUEL	00001	954394	339915	06/17/19	75.00
					Account Total	225.00
	5K Run for Fair					
	MINUTEMAN PRESS-BRIGHTON	00001	954395	339915	06/17/19	110.00
					Account Total	110.00
					Department Total	335.00

County of Adams  
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	CULLIGAN	00001	954392	339915	06/17/19	119.00
					Account Total	119.00
					Department Total	119.00

County of Adams  
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	954398	339915	06/17/19	133.49
					Account Total	133.49
	Operating Supplies					
	CINTAS CORPORATION NO 2	00001	954389	339915	06/17/19	215.17
					Account Total	215.17
	Sand & Gravel					
	ALBERT FREI & SONS INC	00001	954388	339915	06/17/19	284.40
					Account Total	284.40
					Department Total	633.06

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

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	954397	339915	06/17/19	194.68
	XCEL ENERGY	00001	954399	339915	06/17/19	39.28
	XCEL ENERGY	00001	954400	339915	06/17/19	22.86
	XCEL ENERGY	00001	954401	339915	06/17/19	50.70
					Account Total	307.52
	Operating Supplies					
	DEEP ROCK WATER	00001	954128	339539	06/11/19	43.24
					Account Total	43.24
					Department Total	350.76

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

<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					
	BEBO DANIEL JASON	00001	954013	339324	06/07/19	65.00
	BEBO DANIEL JASON	00001	954016	339324	06/07/19	65.00
	BEBO DANIEL JASON	00001	954017	339324	06/07/19	65.00
	BEBO DANIEL JASON	00001	954018	339324	06/07/19	65.00
	DUPRIEST JOHN FIELDEN	00001	954370	339905	06/17/19	65.00
	FOREST SEAN	00001	954367	339905	06/17/19	65.00
	HAGGERTY BRIAN	00001	954014	339324	06/07/19	65.00
	HERRERA, AARON	00001	954364	339905	06/17/19	65.00
	MARTINEZ JUSTIN PAUL	00001	954366	339905	06/17/19	65.00
	MCCREARY RAPHAEL	00001	954011	339324	06/07/19	65.00
	PLAKORUS DAVID	00001	954365	339905	06/17/19	65.00
	PRICE RITA M	00001	954020	339324	06/07/19	65.00
	RICHARDSON SHARON	00001	954369	339905	06/17/19	65.00
	THOMPSON GREGORY PAUL	00001	954368	339905	06/17/19	65.00
	TONSAGER DENNIS	00001	954019	339324	06/07/19	65.00
	TRELOAR TARA A	00001	954015	339324	06/07/19	65.00
	WOLFE SANDRA KAY	00001	954012	339324	06/07/19	65.00
					Account Total	1,105.00
					Department Total	1,105.00

County of Adams  
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	954648	340149	06/19/19	1,861.46
					Account Total	1,861.46
					Department Total	1,861.46

County of Adams  
Vendor Payment Report

<u>2092</u>	<u>Sheriff Flatrock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	BRIGHTON CITY OF	00050	954663	340252	06/20/19	200.00
					Account Total	200.00
					Department Total	200.00

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>
	Public Relations					
	BRIGHTON CITY OF	00001	954662	340252	06/20/19	250.00
					Account Total	250.00
					Department Total	250.00



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

<u>3019</u>	<u>Transportation Admin/Org</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	954597	340129	06/19/19	11,141.95
	AURORA CITY OF	00013	954598	340129	06/19/19	235,270.78
	BENNETT TOWN OF	00013	954599	340129	06/19/19	7,971.56
	BRIGHTON CITY OF	00013	954600	340129	06/19/19	134,143.48
	COMMERCE CITY CITY OF	00013	954601	340129	06/19/19	141,887.05
	FEDERAL HEIGHTS CITY OF	00013	954602	340129	06/19/19	21,333.29
	NORTHGLENN CITY OF	00013	954603	340129	06/19/19	79,756.47
	THORNTON CITY OF	00013	954604	340129	06/19/19	302,121.96
	WESTMINSTER CITY OF	00013	954605	340129	06/19/19	161,931.39
					Account Total	1,095,557.93
					Department Total	1,095,557.93

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 Professional Serv					
	BROBST ANNIE	00035	954581	340117	06/19/19	110.00
	BROBST ANNIE	00035	954582	340117	06/19/19	315.60
					Account Total	425.60
					Department Total	425.60

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					
	TECHNO RESCUE LLC	00025	954379	339908	06/17/19	17,895.57
					Account Total	17,895.57
					Department Total	17,895.57

County of Adams  
Vendor Payment Report

<u>98740</u>	<u>WBT Adult Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng- OJT					
	KINGSTAR HEATING AND AIR CONDI	00035	954590	340117	06/19/19	4,405.34
					Account Total	4,405.34
					Department Total	4,405.34

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

<u>97200</u>	<u>WIOA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Apprenticeship					
	LOCKHEED MARTIN SPACE SYSTEMS	00035	954592	340117	06/19/19	3,000.00
	LOCKHEED MARTIN SPACE SYSTEMS	00035	954593	340117	06/19/19	3,000.00
					Account Total	6,000.00
	Clnt Trng- OJT					
	ENCORE ELECTRIC INC	00035	954609	340117	06/19/19	5,000.00
	KINGSTAR HEATING AND AIR CONDI	00035	954590	340117	06/19/19	594.66
					Account Total	5,594.66
	Clnt Trng-Tuition					
	EMILY GRIFFITH TECHNICAL COLLEGE	00035	954233	339629	06/12/19	3,000.00
					Account Total	3,000.00
					Department Total	14,594.66

County of Adams  
Vendor Payment Report

<u>97700</u>	<u>WIOA DLW PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Apprenticeship					
	LOCKHEED MARTIN SPACE SYSTEMS	00035	954591	340117	06/19/19	<u>3,000.00</u>
					Account Total	<u>3,000.00</u>
					Department Total	<u><u>3,000.00</u></u>

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

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Work Experience					
	CENTRAL COLORADO AHEC	00035	954227	339629	06/12/19	1,750.00
	CENTRAL COLORADO AHEC	00035	954228	339629	06/12/19	1,750.00
	CENTRAL COLORADO AHEC	00035	954229	339629	06/12/19	1,750.00
	CENTRAL COLORADO AHEC	00035	954230	339629	06/12/19	1,750.00
	CENTRAL COLORADO AHEC	00035	954231	339629	06/12/19	1,750.00
	CENTRAL COLORADO AHEC	00035	954585	340117	06/19/19	1,750.00
					Account Total	10,500.00
	Supp Svcs-Incentives					
	BOEHME CHADE	00035	954584	340117	06/19/19	50.00
	BRODNIK EVAN N	00035	954226	339629	06/12/19	80.00
	CORTINEZ ISAAC	00035	954232	339629	06/12/19	40.00
	KOON EZRA	00035	954234	339629	06/12/19	20.00
	MARTINEZ SIERRA	00035	954594	340117	06/19/19	25.00
	MIRAMONTES KARINA	00035	954235	339629	06/12/19	25.00
	OLSEN VANADIS A	00035	954237	339629	06/12/19	20.00
	ORTIZ ROJAS EMILY S	00035	954238	339629	06/12/19	40.00
	PHOMMAXHANE ANDY	00035	954595	340117	06/19/19	25.00
	PHOMMAXHANE ANDY	00035	954596	340117	06/19/19	80.00
	ROBLES VICTORIA	00035	954239	339629	06/12/19	40.00
	RUBI ANALESSA	00035	954240	339629	06/12/19	20.00
	SCHOTTENLOHER-BRENT SIERRA	00035	954241	339629	06/12/19	25.00
	SCHOTTENLOHER-BRENT SIERRA	00035	954242	339629	06/12/19	20.00
	WITT LUNDEN V	00035	954243	339629	06/12/19	40.00
					Account Total	550.00
					Department Total	11,050.00

County of Adams  
Vendor Payment Report

<u>97400</u>	<u>WIOA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	MORENO VARGAS ISRAEL J	00035	954236	339629	06/12/19	50.00
					Account Total	50.00
					Department Total	50.00



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

<b>Grand Total</b>	<b><u><u>2,983,913.90</u></u></b>
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**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	717,292.37
6	Equipment Service Fund	39,165.16
7	Stormwater Utility Fund	12,520.00
13	Road & Bridge Fund	296,431.55
19	Insurance Fund	462,506.65
27	Open Space Projects Fund	24,900.00
28	Open Space Sales Tax Fund	919,515.26
31	Head Start Fund	2,303.99
35	Workforce & Business Center	1,368.14
43	Colorado Air & Space Port	75,377.71
94	Sheriff Payables	20,112.00
		<u>2,571,492.83</u>

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005365	362869	CHANDLER ASSET MANAGEMENT	06/28/19	3,000.00
00005366	93290	STOEFFLER REBECCA E	06/28/19	999.00
00005367	491215	WELLPATH LLC	06/28/19	397,854.42
00738467	37266	CENTURY LINK	06/24/19	88.99
00738468	2157	COLO OCCUPATIONAL MEDICINE PHY	06/24/19	263.00
00738469	2157	COLO OCCUPATIONAL MEDICINE PHY	06/24/19	1,077.00
00738470	2157	COLO OCCUPATIONAL MEDICINE PHY	06/24/19	921.00
00738471	700466	DIRECT EDGE DENVER LLC	06/24/19	235.00
00738472	796352	HALL IRWIN CORPORATION	06/24/19	5,462.50
00738475	192058	LADWIG MICHAEL V MD PC	06/24/19	2,677.00
00738477	729564	METRO TRANSPORTATION PLANNING	06/24/19	5,525.80
00738479	42431	MOUNTAIN STATES IMAGING LLC	06/24/19	495.00
00738480	13422	NORTHGLENN AMBULANCE	06/24/19	917.70
00738481	192059	POINT SPORTS/ERGOMED	06/24/19	3,555.00
00738482	837076	PSYCHOLOGICAL DIMENSIONS	06/24/19	1,950.00
00738483	599714	SUMMIT FOOD SERVICE LLC	06/24/19	344.46
00738484	42984	TIME TO CHANGE	06/24/19	25,089.96
00738485	226702	WESTMINSTER ROTARY FOUNDATION	06/24/19	2,500.00
00738496	5050	COLO DIST ATTORNEY COUNCIL	06/26/19	3,206.50
00738498	93529	CORRECTIONAL MANAGEMENT INC	06/26/19	1,336.41
00738500	181668	DOMINION VOTING SYSTEMS INC	06/26/19	61,755.60
00738501	13372	DP MEDIA NETWORK LLC	06/26/19	856.30
00738502	9496	ENVIRONMENTAL SYSTEMS RESEARCH	06/26/19	75,000.00
00738505	294059	GROUNDS SERVICE COMPANY	06/26/19	608.00
00738506	796352	HALL IRWIN CORPORATION	06/26/19	2,375.00
00738507	675514	IMPROVEMENT ASSURANCE GROUP	06/26/19	12,406.25
00738509	8031	JUDICIAL ARBITER GROUP INC	06/26/19	4,000.00
00738510	282112	ORACLE AMERICA INC	06/26/19	4,623.65
00738511	49221	SELETRON TECHNOLOGIES INC	06/26/19	33,035.00
00738512	10449	SIR SPEEDY	06/26/19	2,275.00
00738514	426037	SWIRE COCA-COLA USA	06/26/19	792.80
00738545	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/27/19	740.12
00738549	134733	CASA	06/27/19	2,500.00
00738550	28303	CENTURA HEALTH	06/27/19	600.00
00738553	13895	EL PASO COUNTY SHERIFF	06/27/19	19.40
00738554	880397	ENGLER CONCETIA	06/27/19	40.00

## 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>
00738555	880445	FIORE NATALIE	06/27/19	726.64
00738556	34197	GOURD THADDEUS	06/27/19	187.92
00738557	14991	HELTON & WILLIAMSEN PC	06/27/19	987.40
00738558	33278	HURDELBRINK JULIA	06/27/19	129.34
00738559	874060	JAPAN AMERICAN SOCIETY OF COLO	06/27/19	5,000.00
00738560	678026	JUAREZ SANCHEZ DIANA	06/27/19	58.35
00738561	33110	JUSTICE BENEFITS INC	06/27/19	1,584.00
00738562	536256	KIMMEL KENZIE NICOLE	06/27/19	76.68
00738563	40843	LANGUAGE LINE SERVICES	06/27/19	1,048.78
00738564	422240	MANN LACEY	06/27/19	169.36
00738565	266471	MAZE AMANDA	06/27/19	36.00
00738566	516882	MEDICAL CENTER OF AURORA	06/27/19	2,040.00
00738568	13538	SHRED IT USA LLC	06/27/19	100.00
00738571	599714	SUMMIT FOOD SERVICE LLC	06/27/19	1,732.45
00738572	28617	VERIZON WIRELESS	06/27/19	6,857.43
00738577	878877	ARAGONZEZ-VILLAREAL CRSTOBAL	06/28/19	19.00
00738580	219183	BALL FRANK J	06/28/19	19.00
00738581	878873	BAUDER THOMAS	06/28/19	19.00
00738582	878835	BEHM LINDA R	06/28/19	19.00
00738585	673295	BODIE ENGER LAW TRUST	06/28/19	19.00
00738586	878881	BORJAS ADOLFO PUPO	06/28/19	19.00
00738589	463401	BUSH MELVIN E	06/28/19	65.00
00738590	879849	CAMPBELL DANYIKA	06/28/19	225.00
00738591	879848	CASTRO BIANCA	06/28/19	1,796.00
00738592	43659	CINTAS FIRST AID & SAFETY	06/28/19	365.34
00738594	861806	COLLECTION BUREAU OF KANSAS	06/28/19	19.00
00738597	879988	CONTRERAS MARTINEZ MAURICIO	06/28/19	75.00
00738598	879855	CORTEZ ISABELLE	06/28/19	75.00
00738599	491307	CREDIT SERVICE COMPANY	06/28/19	38.00
00738600	878924	CROWDER TANYA M	06/28/19	19.00
00738602	726037	DELEON DOMINQUE	06/28/19	150.00
00738604	880078	EPPING JO	06/28/19	150.00
00738605	879838	FOWLER TAMARA	06/28/19	525.00
00738606	57888	FRANCY LAW FIRM, PLLC	06/28/19	19.00
00738607	879856	GARCIA BELLA	06/28/19	75.00
00738608	879851	GAZEBO DISC GOLF	06/28/19	100.00

## 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>
00738609	879847	GIRL SCOUT TROOP 2511	06/28/19	275.00
00738611	675517	GREEN THOMAS D	06/28/19	65.00
00738612	808845	GRONQUIST CHRIS	06/28/19	65.00
00738613	878820	HAGE RICHARD DONALD	06/28/19	23.00
00738614	698488	HANCOCK FORREST HAYES	06/28/19	65.00
00738615	699829	HILL'S PET NUTRITION SALES INC	06/28/19	1,863.00
00738616	358482	HOLST AND BOETTCHER	06/28/19	19.00
00738617	79260	IDEXX DISTRIBUTION INC	06/28/19	2,384.03
00738618	879841	JACKSON DAN	06/28/19	225.00
00738619	669049	JAVALERA DELFINA	06/28/19	19.00
00738620	859588	JAZOWSKI KAREN	06/28/19	1,625.00
00738622	879843	KELLER ROBERT	06/28/19	75.00
00738623	879913	LAMB DONNA	06/28/19	38.00
00738624	501635	LEBLANC AMANDA	06/28/19	75.00
00738625	799360	LIMA PEDRO F	06/28/19	1,998.57
00738627	49620	MADERA MARIA	06/28/19	75.00
00738628	878872	MALPICA MARIA	06/28/19	19.00
00738629	189723	MAPLETON EDUCATION FOUNDATION	06/28/19	3,000.00
00738630	878844	MARFIL JESSICA JEAN	06/28/19	19.00
00738631	878888	MARTINEZ GABRIEL	06/28/19	7.00
00738633	637831	MCCREARY RAPHAEL	06/28/19	65.00
00738634	878891	MELBYE LAW OFFICE	06/28/19	19.00
00738635	719526	MENDOZA ANGIE	06/28/19	75.00
00738637	305419	MIDLAND FUNDING LLC	06/28/19	19.00
00738638	510655	MOLINA KRISTINE	06/28/19	2,500.00
00738640	374475	MOORE LAW GROUP APC	06/28/19	19.00
00738641	13591	MWI VETERINARY SUPPLY CO	06/28/19	8,957.25
00738643	810838	NEXT LEVEL PROPERTY MANAGEMENT	06/28/19	66.00
00738644	878840	NOONEY AND SOLAY	06/28/19	19.00
00738647	878887	PALMA ORLAND	06/28/19	19.00
00738648	669732	PATTERSON VETERINARY SUPPLY IN	06/28/19	1,358.90
00738650	878830	PG FINE WINES	06/28/19	19.00
00738651	878848	POLIWKA SUSAN R	06/28/19	66.00
00738652	878883	PRESTON GRACE M	06/28/19	19.00
00738653	16377	PROFESSIONAL FINANCE CO	06/28/19	19.00
00738654	725956	PRUDENTIAL OVERALL SUPPLY	06/28/19	55.28

## 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>
00738655	879906	QUINTERO-RUIZ MARTIN ALEJANDRO	06/28/19	19.00
00738656	879861	RAMIREZ CESAR	06/28/19	75.00
00738658	422902	ROADRUNNER PHARMACY INCORPORAT	06/28/19	276.00
00738660	879859	RUIZ EBERARDO	06/28/19	75.00
00738661	879858	RUIZ SAM	06/28/19	75.00
00738663	878824	SANTOSKI PAUL	06/28/19	19.00
00738664	878854	SCHURE DUANE KENNETH	06/28/19	19.00
00738665	879920	SCHWINDT KEVIN	06/28/19	19.00
00738667	879986	SOLIZ ANTIONETTE	06/28/19	75.00
00738668	315130	STANFIELD THOMSON	06/28/19	65.00
00738671	381597	STATE OF UTAH OFFICE OF RECOVE	06/28/19	19.00
00738672	243343	STENGER AND STENGER	06/28/19	19.00
00738673	879862	STEWART ROBERT JR	06/28/19	75.00
00738675	879829	TESORO CULTURAL CENTER	06/28/19	50.00
00738677	300982	UNITED SITE SERVICES	06/28/19	4,892.38
00738678	880902	URUBEK ENTERPRISES INC	06/28/19	895.00
00738679	878886	VALLES MARIO ALBERTO	06/28/19	19.00
00738682	23977	VINCI LAW OFFICE	06/28/19	19.00
00738683	23977	VINCI LAW OFFICE	06/28/19	19.00
00738684	27815	WAKEFIELD & ASSOCIATES INC	06/28/19	19.00
00738685	879987	WALKER ED	06/28/19	75.00
00738686	879857	WALKER RENEE	06/28/19	75.00
00738687	879844	WISE SITE	06/28/19	350.00
00738688	338508	WRIGHTWAY INDUSTRIES INC	06/28/19	648.41
00738689	879863	YANG DAO	06/28/19	100.00
00738690	879989	YANG KHO	06/28/19	400.00
<b>Fund Total</b>				<b>717,292.37</b>

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738515	790907	THE GOODYEAR TIRE AND RUBBER C	06/26/19	2,286.69
00738546	174183	AUTONATION TOYOTA ARAPAHOE	06/27/19	26,181.00
00738567	16237	SAM HILL OIL INC	06/27/19	10,247.59
00738676	790907	THE GOODYEAR TIRE AND RUBBER C	06/28/19	449.88
<b>Fund Total</b>				<b>39,165.16</b>

## Net Warrants by Fund Detail

7Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738547	374417	BARR LAKE & MILTON RESERVOIR W	06/27/19	4,000.00
00738548	90334	BIG DRY CREEK WATERSHED ASSN	06/27/19	3,700.00
00738569	862683	SOUTH PLATTE COALITION FOR URB	06/27/19	1,210.00
00738642	647419	NDTCO AS CUSTODIAN FBO DAVID H	06/28/19	3,610.00
<b>Fund Total</b>				<b>12,520.00</b>



## Net Warrants by Fund Detail

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## Road &amp; Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00738473	435508	HUITT-ZOLLARS INC	06/24/19	305.00
00738476	9379	MARTIN MARTIN CONSULTING ENGIN	06/24/19	11,766.47
00738486	13074	ALBERT FREI & SONS INC	06/26/19	33,372.34
00738487	198223	ALLIANCE SAFETY	06/26/19	5,586.00
00738488	9507	ALLIED RECYCLED AGGREGATES	06/26/19	42,645.02
00738489	49497	BFI TOWER ROAD LANDFILL	06/26/19	7,292.75
00738493	43659	CINTAS FIRST AID & SAFETY	06/26/19	68.75
00738499	338740	DAVEY TREE EXPERT CO	06/26/19	3,565.00
00738503	534975	EP&A ENVIROTAC INC	06/26/19	79,247.50
00738504	212385	GMCO CORPORATION	06/26/19	23,194.52
00738508	506641	JK TRANSPORTS INC	06/26/19	54,697.50
00738513	13932	SOUTH ADAMS WATER & SANITATION	06/26/19	169.80
00738516	790907	THE GOODYEAR TIRE AND RUBBER C	06/26/19	539.00
00738517	1007	UNITED POWER (UNION REA)	06/26/19	23.16
00738518	1007	UNITED POWER (UNION REA)	06/26/19	48.65
00738519	1007	UNITED POWER (UNION REA)	06/26/19	33.00
00738520	1007	UNITED POWER (UNION REA)	06/26/19	20.17
00738521	1007	UNITED POWER (UNION REA)	06/26/19	16.50
00738522	1007	UNITED POWER (UNION REA)	06/26/19	131.15
00738523	1007	UNITED POWER (UNION REA)	06/26/19	34.00
00738524	1007	UNITED POWER (UNION REA)	06/26/19	146.34
00738525	1007	UNITED POWER (UNION REA)	06/26/19	88.49
00738526	1007	UNITED POWER (UNION REA)	06/26/19	36.00
00738527	1007	UNITED POWER (UNION REA)	06/26/19	155.40
00738528	1007	UNITED POWER (UNION REA)	06/26/19	43.82
00738529	1007	UNITED POWER (UNION REA)	06/26/19	180.50
00738530	1007	UNITED POWER (UNION REA)	06/26/19	16.50
00738531	1007	UNITED POWER (UNION REA)	06/26/19	16.50
00738532	1007	UNITED POWER (UNION REA)	06/26/19	33.00
00738533	1007	UNITED POWER (UNION REA)	06/26/19	48.65
00738534	7872	VULCAN INC	06/26/19	148.50
00738535	78276	WAYNE A MITCHELL LLC	06/26/19	2,322.60
00738536	13822	XCEL ENERGY	06/26/19	77.90
00738537	13822	XCEL ENERGY	06/26/19	88.59
00738538	13822	XCEL ENERGY	06/26/19	81.08
00738539	13822	XCEL ENERGY	06/26/19	227.12

County of Adams  
Net Warrants by Fund Detail

13		Road & Bridge Fund			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00738540	13822	XCEL ENERGY	06/26/19	87.28	
00738541	13822	XCEL ENERGY	06/26/19	24,707.20	
00738542	13822	XCEL ENERGY	06/26/19	4,443.00	
00738543	13822	XCEL ENERGY	06/26/19	91.06	
00738544	13822	XCEL ENERGY	06/26/19	38.55	
00738574	13822	XCEL ENERGY	06/27/19	597.19	
			Fund Total	296,431.55	

## 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>
00005364	37223	UNITED HEALTH CARE INSURANCE C	06/26/19	141,863.61
00005368	37223	UNITED HEALTH CARE INSURANCE C	06/28/19	250,364.76
00738490	419839	CAREHERE LLC	06/26/19	70,041.68
00738666	10449	SIR SPEEDY	06/28/19	236.60
<b>Fund Total</b>				<b>462,506.65</b>

County of Adams  
Net Warrants by Fund Detail

27      Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738478	304690	MILE HIGH YOUTH CORPS	06/24/19	24,900.00
Fund Total				24,900.00

County of Adams  
Net Warrants by Fund Detail

<u>28</u>		<u>Open Space Sales Tax Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00738570	827632	STARGATE SCHOOL	06/27/19	47,852.28	
00738583	3020	BENNETT TOWN OF	06/28/19	263,107.00	
00738587	43146	BRIGHTON CITY OF	06/28/19	608,555.98	
			<b>Fund Total</b>	<b>919,515.26</b>	

County of Adams  
Net Warrants by Fund Detail

31	Head Start Fund				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00738492	327914	CESCO LINGUISTIC SERVICE INC	06/26/19	112.84
	00738551	152461	CENTURYLINK	06/27/19	10.83
	00738573	31360	WESTMINSTER PRESBYTERIAN CHURC	06/27/19	2,180.32
	Fund Total				2,303.99

## Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738575	859103	ABEYTA FIDENCIO E	06/28/19	40.00
00738584	842014	BLANCO VICTORIA D	06/28/19	25.00
00738588	871149	BRODNIK EVAN N	06/28/19	60.00
00738593	879588	CLARKE LANCASTER	06/28/19	80.00
00738601	686557	CRUMBY ALEXANDRA	06/28/19	20.00
00738610	879591	GRACIANO LEONARDO	06/28/19	80.00
00738621	880157	JOHNSON ROBYN M	06/28/19	80.00
00738626	859105	LOPEZ LISAMARIE B	06/28/19	40.00
00738632	423054	MARTINEZ ITZEL	06/28/19	25.00
00738639	879596	MONTOUR MADISEN	06/28/19	80.00
00738645	871150	ORTIZ ROJAS EMILY S	06/28/19	80.00
00738646	879597	ORTIZ TOBIAS	06/28/19	80.00
00738649	767271	PERUTI ANAIAH	06/28/19	45.00
00738657	855134	RAND DEREK	06/28/19	40.00
00738662	823261	SALDANA DEREK	06/28/19	80.00
00738680	8076	VERIZON WIRELESS	06/28/19	513.14
<b>Fund Total</b>				<b>1,368.14</b>

## Net Warrants by Fund Detail

**43****Colorado Air & Space Port**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005363	709816	CITY SERVICEVALCON LLC	06/24/19	26,274.59
00738466	88281	ALBERTS WATER & WASTEWATER SER	06/24/19	3,300.00
00738474	204737	JVIATION INC	06/24/19	19,162.25
00738491	82581	CDOT	06/26/19	7,228.92
00738576	585065	ADAMS COUNTY LIQUOR LICENSING	06/28/19	1,275.00
00738578	228213	ARAMARK REFRESHMENT SERVICES	06/28/19	69.99
00738579	351622	AURORA WATER	06/28/19	7,489.80
00738595	2381	COLO ANALYTICAL LABORATORY	06/28/19	36.50
00738596	483808	COLO DEPT OF REVENUE LIQUOR	06/28/19	1,450.00
00738603	80156	DISH NETWORK	06/28/19	148.03
00738636	804413	METRO DENVER ECONOMIC DEVELOPM	06/28/19	5,000.00
00738659	44131	ROGGEN FARMERS ELEVATOR ASSN	06/28/19	42.00
00738669	33604	STATE OF COLORADO	06/28/19	1,538.00
00738670	33604	STATE OF COLORADO	06/28/19	471.63
00738674	93074	SYSCO DENVER	06/28/19	1,396.32
00738681	80279	VERIZON WIRELESS	06/28/19	494.68
<b>Fund Total</b>				<b>75,377.71</b>



## Net Warrants by Fund Detail

94Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00738494	95935	CLERK OF THE COUNTY COURT	06/26/19	3,070.00
00738495	92474	COLO DEPT OF HUMAN SERVICES	06/26/19	3,360.00
00738497	44915	COLO JUDICIAL DEPT	06/26/19	309.00
00738552	5556	COLO BUREAU INVESTIGATION-IDEN	06/27/19	13,373.00
<b>Fund Total</b>				<b>20,112.00</b>

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

**Grand Total      2,571,492.83**

County of Adams  
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	EPPING JO	00001	955076	340734	06/26/19	150.00
					Account Total	150.00
					Department Total	150.00

County of Adams  
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	DP MEDIA NETWORK LLC	00001	954750	340380	06/21/19	856.30
					Account Total	856.30
	Special Events					
	CASA	00001	955078	340740	06/26/19	2,500.00
	MAPLETON EDUCATION FOUNDATION	00001	955077	340737	06/26/19	3,000.00
					Account Total	5,500.00
					Department Total	6,356.30

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

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	955296	340827	06/27/19	69.99
					Account Total	69.99
	Licenses and Fees					
	ADAMS COUNTY LIQUOR LICENSING	00043	955154	340748	06/26/19	1,275.00
	COLO DEPT OF REVENUE LIQUOR	00043	955155	340748	06/26/19	650.00
	COLO DEPT OF REVENUE LIQUOR	00043	955155	340748	06/26/19	300.00
	COLO DEPT OF REVENUE LIQUOR	00043	955155	340748	06/26/19	500.00
					Account Total	2,725.00
	Snack Bar Supplies, Rep & Main					
	SYSCO DENVER	00043	955303	340830	06/27/19	154.27
	SYSCO DENVER	00043	955304	340830	06/27/19	1,242.05
					Account Total	1,396.32
					Department Total	4,191.31

**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	955271	340749	06/26/19	1,538.60
	STATE OF COLORADO	00043	955272	340749	06/26/19	471.62
					Account Total	2,010.22
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	954805	340441	06/24/19	3,300.00
	CITY SERVICEVALCON LLC	00043	954789	340437	06/24/19	26,274.59
	JVIATION INC	00043	954802	340441	06/24/19	16,160.00
	JVIATION INC	00043	954804	340441	06/24/19	3,002.25
					Account Total	48,736.84
	Suspense - Misc. Clearing					
	CDOT	00043	5386	340575	06/25/19	7,228.92
					Account Total	7,228.92
					Department Total	57,975.98

County of Adams  
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	URUBEK ENTERPRISES INC	00001	955371	340857	06/27/19	895.00
					Account Total	895.00
					Department Total	895.00

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>
	Other Professional Serv					
	JUDICIAL ARBITER GROUP INC	00001	954749	340371	06/21/19	4,000.00
					Account Total	4,000.00
					Department Total	4,000.00



County of Adams  
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	JAZOWSKI KAREN	00001	955397	340860	06/27/19	1,625.00
	STOEFFLER REBECCA E	00001	955408	340861	06/27/19	999.00
					Account Total	2,624.00
					Department Total	2,624.00

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>
	Other Professional Serv					
	CHANDLER ASSET MANAGEMENT	00001	955348	340848	06/27/19	3,000.00
					Account Total	3,000.00
					Department Total	3,000.00

County of Adams  
Vendor Payment Report

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	METRO DENVER ECONOMIC DEVELOPM	00043	955301	340827	06/27/19	5,000.00
					Account Total	5,000.00
	Telephone					
	VERIZON WIRELESS	00043	955305	340830	06/27/19	454.67
					Account Total	454.67
					Department Total	5,454.67

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

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<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	STATE OF COLORADO	00043	955271	340749	06/26/19	.60-
	STATE OF COLORADO	00043	955272	340749	06/26/19	.01
					Account Total	.59-
	Satellite Television					
	DISH NETWORK	00043	955300	340827	06/27/19	148.03
					Account Total	148.03
	Telephone					
	VERIZON WIRELESS	00043	955305	340830	06/27/19	40.01
					Account Total	40.01
					Department Total	187.45

County of Adams  
Vendor Payment Report

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Rents & Leases					
	ROGGEN FARMERS ELEVATOR ASSN	00043	955302	340830	06/27/19	42.00
					Account Total	42.00
					Department Total	42.00

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

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<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	MAZE AMANDA	00001	955073	340729	06/26/19	36.00
					Account Total	36.00
	Other Professional Serv					
	EL PASO COUNTY SHERIFF	00001	955070	340729	06/26/19	19.40
	FIORE NATALIE	00001	955072	340729	06/26/19	726.64
					Account Total	746.04
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	955069	340729	06/26/19	169.58
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	955069	340729	06/26/19	293.90
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	955069	340729	06/26/19	147.47
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	955069	340729	06/26/19	3.02
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	955069	340729	06/26/19	15.70
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	955069	340729	06/26/19	110.45
	ENGLER CONCETIA	00001	955071	340729	06/26/19	40.00
					Account Total	780.12
					Department Total	1,562.16

**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					
	AUTONATION TOYOTA ARAPAHOE	00006	955313	340840	06/27/19	26,181.00
	SAM HILL OIL INC	00006	955314	340840	06/27/19	8,679.56
	SAM HILL OIL INC	00006	955315	340840	06/27/19	1,568.03
	THE GOODYEAR TIRE AND RUBBER C	00006	955052	340717	06/26/19	2,002.20
	THE GOODYEAR TIRE AND RUBBER C	00006	955053	340717	06/26/19	284.49
	THE GOODYEAR TIRE AND RUBBER C	00006	955447	340948	06/28/19	299.88
	THE GOODYEAR TIRE AND RUBBER C	00006	955448	340948	06/28/19	150.00
					Account Total	39,165.16
					Department Total	39,165.16

County of Adams  
Vendor Payment Report

<u>9243</u>	<u>Extension - Family &amp; Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	10715	00001	954793	340439	06/24/19	58.35
					Account Total	58.35
					Department Total	58.35



County of Adams  
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	10666	00001	954791	340439	06/24/19	<u>187.92</u>
					Account Total	<u>187.92</u>
					Department Total	<u><u>187.92</u></u>

County of Adams  
Vendor Payment Report

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	10665	00001	954790	340439	06/24/19	169.36
	10667	00001	954792	340439	06/24/19	76.68
	10716	00001	954794	340439	06/24/19	129.34
					Account Total	375.38
					Department Total	375.38

County of Adams  
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	SIR SPEEDY	00001	954951	340583	06/25/19	2,275.00
					Account Total	2,275.00
					Department Total	2,275.00

**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>
	Received not Vouchered Clrg					
	COLO DIST ATTORNEY COUNCIL	00001	955048	340717	06/26/19	3,206.50
	CORRECTIONAL MANAGEMENT INC	00001	955046	340717	06/26/19	1,336.41
	DOMINION VOTING SYSTEMS INC	00001	955049	340717	06/26/19	61,755.60
	ENVIRONMENTAL SYSTEMS RESEARCH	00001	955051	340717	06/26/19	75,000.00
	GROUND SERVICE COMPANY	00001	955056	340717	06/26/19	608.00
	HALL IRWIN CORPORATION	00001	954826	340441	06/24/19	5,750.00
	HALL IRWIN CORPORATION	00001	955057	340717	06/26/19	2,500.00
	HELTON & WILLIAMSEN PC	00001	955316	340840	06/27/19	987.40
	HILL'S PET NUTRITION SALES INC	00001	955423	340948	06/28/19	1,863.00
	IDEXX DISTRIBUTION INC	00001	955424	340948	06/28/19	2,384.03
	IMPROVEMENT ASSURANCE GROUP	00001	955058	340717	06/26/19	12,406.25
	MWI VETERINARY SUPPLY CO	00001	955425	340948	06/28/19	586.17
	MWI VETERINARY SUPPLY CO	00001	955425	340948	06/28/19	583.41
	MWI VETERINARY SUPPLY CO	00001	955426	340948	06/28/19	84.07
	MWI VETERINARY SUPPLY CO	00001	955428	340948	06/28/19	187.56
	MWI VETERINARY SUPPLY CO	00001	955429	340948	06/28/19	313.56
	MWI VETERINARY SUPPLY CO	00001	955430	340948	06/28/19	20.35
	MWI VETERINARY SUPPLY CO	00001	955431	340948	06/28/19	43.01
	MWI VETERINARY SUPPLY CO	00001	955432	340948	06/28/19	296.50
	MWI VETERINARY SUPPLY CO	00001	955433	340948	06/28/19	143.41
	MWI VETERINARY SUPPLY CO	00001	955434	340948	06/28/19	317.71
	MWI VETERINARY SUPPLY CO	00001	955435	340948	06/28/19	144.00
	MWI VETERINARY SUPPLY CO	00001	955437	340948	06/28/19	6,237.50
	ORACLE AMERICA INC	00001	955063	340717	06/26/19	4,623.65
	PATTERSON VETERINARY SUPPLY IN	00001	955421	340948	06/28/19	452.24
	PATTERSON VETERINARY SUPPLY IN	00001	955441	340948	06/28/19	44.31
	PATTERSON VETERINARY SUPPLY IN	00001	955442	340948	06/28/19	141.80
	PATTERSON VETERINARY SUPPLY IN	00001	955443	340948	06/28/19	58.94
	PATTERSON VETERINARY SUPPLY IN	00001	955444	340948	06/28/19	53.37
	PATTERSON VETERINARY SUPPLY IN	00001	955445	340948	06/28/19	267.90
	PATTERSON VETERINARY SUPPLY IN	00001	955446	340948	06/28/19	340.34
	PRUDENTIAL OVERALL SUPPLY	00001	955436	340948	06/28/19	55.28
	ROADRUNNER PHARMACY INCORPORAT	00001	955440	340948	06/28/19	276.00
	SELECTRON TECHNOLOGIES INC	00001	955064	340717	06/26/19	33,035.00
	SWIRE COCA-COLA USA	00001	955065	340717	06/26/19	792.80

## 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>
	TIME TO CHANGE	00001	954796	340441	06/24/19	4,648.00
	TIME TO CHANGE	00001	954798	340441	06/24/19	9,682.96
	TIME TO CHANGE	00001	954800	340441	06/24/19	4,383.00
	TIME TO CHANGE	00001	954801	340441	06/24/19	6,376.00
	WELLPATH LLC	00001	954889	340570	06/25/19	397,854.42
	WRIGHTWAY INDUSTRIES INC	00001	955438	340948	06/28/19	648.41
					Account Total	640,488.86
	Retainages Payable					
	HALL IRWIN CORPORATION	00001	954826	340441	06/24/19	287.50-
	HALL IRWIN CORPORATION	00001	955057	340717	06/26/19	125.00-
					Account Total	412.50-
					Department Total	640,076.36

County of Adams  
Vendor Payment Report

9252	GF- Admin/Org Support	Fund	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	JAPAN AMERICAN SOCIETY OF COLO	00001	955079	340744	06/26/19	5,000.00
					Account Total	5,000.00
	Other Professional Serv					
	JUSTICE BENEFITS INC	00001	955290	340819	06/27/19	1,584.00
					Account Total	1,584.00
					Department Total	6,584.00

County of Adams  
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	955047	340717	06/26/19	112.84
					Account Total	112.84
					Department Total	112.84

County of Adams  
Vendor Payment Report

<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	954824	340459	06/24/19	2,180.32
					Account Total	2,180.32
	Telephone					
	CENTURYLINK	00031	954823	340459	06/24/19	10.83
					Account Total	10.83
					Department Total	2,191.15



County of Adams  
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	954979	340607	06/25/19	141,863.61
	UNITED HEALTH CARE INSURANCE C	00019	955291	340820	06/27/19	250,364.76
					Account Total	392,228.37
					Department Total	392,228.37

County of Adams  
Vendor Payment Report

<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>
	Medical Services					
	SIR SPEEDY	00019	955295	340824	06/25/19	236.60
					Account Total	236.60
					Department Total	236.60

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

<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					
	CAREHERE LLC	00019	955044	340717	06/26/19	96.59
	CAREHERE LLC	00019	955044	340717	06/26/19	4,625.02
	CAREHERE LLC	00019	955044	340717	06/26/19	868.53
	CAREHERE LLC	00019	955044	340717	06/26/19	22,898.61
	CAREHERE LLC	00019	955045	340717	06/26/19	19.38
	CAREHERE LLC	00019	955045	340717	06/26/19	320.79
	CAREHERE LLC	00019	955045	340717	06/26/19	7,060.18
	CAREHERE LLC	00019	955045	340717	06/26/19	1,016.06
	CAREHERE LLC	00019	955045	340717	06/26/19	33,136.52
					Account Total	70,041.68
					Department Total	70,041.68

County of Adams  
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	MILE HIGH YOUTH CORPS	00027	954807	340441	06/24/19	16,600.00
	MILE HIGH YOUTH CORPS	00027	954808	340441	06/24/19	8,300.00
					Account Total	24,900.00
					Department Total	24,900.00

County of Adams  
Vendor Payment Report

6202	Open Space Tax- Grants	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	BENNETT TOWN OF	00028	955339	340844	06/27/19	263,107.00
	BRIGHTON CITY OF	00028	955340	340844	06/27/19	608,555.98
	STARGATE SCHOOL	00028	954959	340592	06/25/19	47,852.28
					Account Total	919,515.26
					Department Total	919,515.26

County of Adams  
Vendor Payment Report

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tuition Reimbursement					
	LIMA PEDRO F	00001	955293	340821	06/27/19	1,998.57
	MOLINA KRISTINE	00001	955292	340821	06/27/19	2,500.00
					Account Total	4,498.57
					Department Total	4,498.57

County of Adams  
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	UNITED SITE SERVICES	00001	954955	340591	06/25/19	3,010.72
	UNITED SITE SERVICES	00001	954957	340591	06/25/19	340.00
					Account Total	3,350.72
					Department Total	3,350.72

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

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	TESORO CULTURAL CENTER	00001	954919	340576	06/25/19	50.00
					Account Total	50.00
	Regional Park Rentals					
	CAMPBELL DANYIKA	00001	954899	340576	06/25/19	225.00
	CASTRO BIANCA	00001	954900	340576	06/25/19	1,796.00
	CONTRERAS MARTINEZ MAURICIO	00001	954901	340576	06/25/19	75.00
	CORTEZ ISABELLE	00001	954902	340576	06/25/19	75.00
	DELEON DOMINQUE	00001	954903	340576	06/25/19	150.00
	FOWLER TAMARA	00001	954904	340576	06/25/19	525.00
	GARCIA BELLA	00001	954905	340576	06/25/19	75.00
	GAZEBO DISC GOLF	00001	954906	340576	06/25/19	100.00
	GIRL SCOUT TROOP 2511	00001	954907	340576	06/25/19	275.00
	JACKSON DAN	00001	954908	340576	06/25/19	225.00
	KELLER ROBERT	00001	954909	340576	06/25/19	75.00
	LEBLANC AMANDA	00001	954910	340576	06/25/19	75.00
	MADERA MARIA	00001	954911	340576	06/25/19	75.00
	MENDOZA ANGIE	00001	954912	340576	06/25/19	75.00
	RAMIREZ CESAR	00001	954913	340576	06/25/19	75.00
	RUIZ EBERARDO	00001	954914	340576	06/25/19	75.00
	RUIZ SAM	00001	954915	340576	06/25/19	75.00
	SOLIZ ANTIONETTE	00001	954917	340576	06/25/19	75.00
	STEWART ROBERT JR	00001	954918	340576	06/25/19	75.00
	WALKER ED	00001	954920	340576	06/25/19	75.00
	WALKER RENEE	00001	954921	340576	06/25/19	75.00
	WISE SITE	00001	954916	340576	06/25/19	350.00
	YANG DAO	00001	954922	340576	06/25/19	100.00
	YANG KHO	00001	954923	340576	06/25/19	400.00
					Account Total	5,196.00
					Department Total	5,246.00



County of Adams  
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Supplies					
	CINTAS FIRST AID & SAFETY	00001	954953	340591	06/25/19	365.34
					Account Total	365.34
					Department Total	365.34

County of Adams  
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	UNITED SITE SERVICES	00001	954954	340591	06/25/19	514.62
	UNITED SITE SERVICES	00001	954956	340591	06/25/19	637.52
	UNITED SITE SERVICES	00001	954958	340591	06/25/19	389.52
					Account Total	1,541.66
					Department Total	1,541.66

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

<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					
	BUSH MELVIN E	00001	955306	340834	06/27/19	65.00
	GREEN THOMAS D	00001	955307	340834	06/27/19	65.00
	GRONQUIST CHRIS	00001	955311	340834	06/27/19	65.00
	HANCOCK FORREST HAYES	00001	955312	340834	06/27/19	65.00
	MCCREARY RAPHAEL	00001	955308	340834	06/27/19	65.00
	STANFIELD THOMSON	00001	955310	340834	06/27/19	65.00
					Account Total	390.00
					Department Total	390.00

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

<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					
	ALBERT FREI & SONS INC	00013	955032	340710	06/26/19	4,131.62
	ALBERT FREI & SONS INC	00013	955033	340710	06/26/19	4,203.07
	ALBERT FREI & SONS INC	00013	955029	340710	06/26/19	2,595.72
	ALBERT FREI & SONS INC	00013	955035	340710	06/26/19	5,662.71
	ALBERT FREI & SONS INC	00013	955036	340710	06/26/19	5,222.00
	ALBERT FREI & SONS INC	00013	955037	340710	06/26/19	1,444.99
	ALBERT FREI & SONS INC	00013	955038	340710	06/26/19	7,171.25
	ALBERT FREI & SONS INC	00013	955039	340710	06/26/19	2,940.93
	ALLIANCE SAFETY	00013	955040	340717	06/26/19	5,586.00
	ALLIED RECYCLED AGGREGATES	00013	955042	340717	06/26/19	25,929.64
	ALLIED RECYCLED AGGREGATES	00013	955041	340717	06/26/19	16,715.38
	BFI TOWER ROAD LANDFILL	00013	955043	340717	06/26/19	762.50
	EP&A ENVIROTAC INC	00013	955050	340717	06/26/19	79,247.50
	GMCO CORPORATION	00013	955054	340717	06/26/19	12,473.85
	GMCO CORPORATION	00013	955055	340717	06/26/19	10,545.92
	HUITT-ZOLLARS INC	00013	954810	340441	06/24/19	305.00
	JK TRANSPORTS INC	00013	955059	340717	06/26/19	13,005.00
	JK TRANSPORTS INC	00013	955060	340717	06/26/19	5,130.00
	JK TRANSPORTS INC	00013	955061	340717	06/26/19	14,917.50
	JK TRANSPORTS INC	00013	955062	340717	06/26/19	21,645.00
	MARTIN MARTIN CONSULTING ENGIN	00013	954811	340441	06/24/19	11,766.47
	WAYNE A MITCHELL LLC	00013	955066	340717	06/26/19	2,322.60
					Account Total	253,724.65
					Department Total	253,724.65

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

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	954819	340446	06/24/19	3,360.00
					Account Total	3,360.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	954821	340446	06/24/19	309.00
					Account Total	309.00
	Fingerprint Cards - CBI					
	COLO BUREAU INVESTIGATION-IDEN	00094	954795	340438	06/24/19	13,373.00
					Account Total	13,373.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	954820	340446	06/24/19	3,070.00
					Account Total	3,070.00
					Department Total	20,112.00

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>
	Membership Dues					
	BARR LAKE & MILTON RESERVOIR W	00007	954699	340346	06/21/19	4,000.00
	BIG DRY CREEK WATERSHED ASSN	00007	954700	340346	06/21/19	3,700.00
	SOUTH PLATTE COALITION FOR URB	00007	954701	340346	06/21/19	1,210.00
					Account Total	8,910.00
					Department Total	8,910.00

County of Adams  
Vendor Payment Report

<u>3704</u>	<u>Stormwater CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	NDTCO AS CUSTODIAN FBO DAVID H	00007	955422	340949	06/28/19	3,610.00
					Account Total	3,610.00
					Department Total	3,610.00

**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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	954797	340440	06/24/19	4.92
					Account Total	4.92
	Operating Supplies					
	SHRED IT USA LLC	00001	954812	340440	06/24/19	100.00
					Account Total	100.00
	Other Communications					
	VERIZON WIRELESS	00001	954818	340440	06/24/19	3,119.73
					Account Total	3,119.73
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	954611	340139	06/19/19	263.00
	COLO OCCUPATIONAL MEDICINE PHY	00001	954613	340139	06/19/19	330.00
	LADWIG MICHAEL V MD PC	00001	954615	340139	06/19/19	960.00
	LADWIG MICHAEL V MD PC	00001	954616	340139	06/19/19	240.00
	LADWIG MICHAEL V MD PC	00001	954617	340139	06/19/19	637.00
	LADWIG MICHAEL V MD PC	00001	954618	340139	06/19/19	720.00
	POINT SPORTS/ERGOMED	00001	954625	340139	06/19/19	1,440.00
	POINT SPORTS/ERGOMED	00001	954626	340139	06/19/19	360.00
	POINT SPORTS/ERGOMED	00001	954627	340139	06/19/19	1,575.00
					Account Total	6,525.00
	Printing External					
	DIRECT EDGE DENVER LLC	00001	954614	340139	06/19/19	235.00
					Account Total	235.00
	Public Relations					
	WESTMINSTER ROTARY FOUNDATION	00001	954658	340139	06/19/19	2,500.00
					Account Total	2,500.00
					Department Total	12,484.65



**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	954818	340440	06/24/19	355.43
					Account Total	355.43
	Sheriff's Fees					
	ARAGONZEZ-VILLAREAL CRSTOBAL	00001	954868	340465	06/24/19	19.00
	BALL FRANK J	00001	954849	340465	06/24/19	19.00
	BAUDER THOMAS	00001	954867	340465	06/24/19	19.00
	BEHM LINDA R	00001	954861	340465	06/24/19	19.00
	BODIE ENGER LAW TRUST	00001	954852	340465	06/24/19	19.00
	BORJAS ADOLFO PUPO	00001	954983	340465	06/24/19	19.00
	COLLECTION BUREAU OF KANSAS	00001	954851	340465	06/24/19	19.00
	CREDIT SERVICE COMPANY	00001	954847	340465	06/24/19	19.00
	CREDIT SERVICE COMPANY	00001	954982	340465	06/24/19	19.00
	CROWDER TANYA M	00001	954875	340465	06/24/19	19.00
	FRANCY LAW FIRM, PLLC	00001	954876	340465	06/24/19	19.00
	HAGE RICHARD DONALD	00001	954858	340465	06/24/19	23.00
	HOLST AND BOETTCHER	00001	954853	340465	06/24/19	19.00
	JVALERA DELFINA	00001	954884	340465	06/24/19	19.00
	LAMB DONNA	00001	954879	340465	06/24/19	19.00
	LAMB DONNA	00001	954880	340465	06/24/19	19.00
	MALPICA MARIA	00001	954866	340465	06/24/19	19.00
	MARFIL JESSICA JEAN	00001	954863	340465	06/24/19	19.00
	MARTINEZ GABRIEL	00001	954873	340465	06/24/19	7.00
	MELBYE LAW OFFICE	00001	954874	340465	06/24/19	19.00
	MIDLAND FUNDING LLC	00001	954856	340465	06/24/19	19.00
	MOORE LAW GROUP APC	00001	954855	340465	06/24/19	19.00
	NEXT LEVEL PROPERTY MANAGEMENT	00001	954850	340465	06/24/19	66.00
	NOONEY AND SOLAY	00001	954862	340465	06/24/19	19.00
	PALMA ORLAND	00001	954872	340465	06/24/19	19.00
	PG FINE WINES	00001	954860	340465	06/24/19	19.00
	POLIWKA SUSAN R	00001	954864	340465	06/24/19	66.00
	PRESTON GRACE M	00001	954870	340465	06/24/19	19.00
	PROFESSIONAL FINANCE CO	00001	954882	340465	06/24/19	19.00
	QUINTERO-RUIZ MARTIN ALEJANDRO	00001	954878	340465	06/24/19	19.00
	SANTOSKI PAUL	00001	954859	340465	06/24/19	19.00

## 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>
	SCHURE DUANE KENNETH	00001	954865	340465	06/24/19	19.00
	SCHWINDT KEVIN	00001	954881	340465	06/24/19	19.00
	STATE OF UTAH OFFICE OF RECOVER	00001	954857	340465	06/24/19	19.00
	STENGER AND STENGER	00001	954877	340465	06/24/19	19.00
	VALLES MARIO ALBERTO	00001	954871	340465	06/24/19	19.00
	VINCI LAW OFFICE	00001	954848	340465	06/24/19	19.00
	VINCI LAW OFFICE	00001	954854	340465	06/24/19	19.00
	WAKEFIELD & ASSOCIATES INC	00001	954883	340465	06/24/19	19.00
					Account Total	827.00
					Department Total	1,182.43

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					
	METRO TRANSPORTATION PLANNING	00001	954620	340139	06/19/19	5,525.80
					Account Total	5,525.80
					Department Total	5,525.80

**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	954797	340440	06/24/19	84.46
					Account Total	84.46
	Medical Services					
	CENTURA HEALTH	00001	954822	340440	06/24/19	600.00
	MEDICAL CENTER OF AURORA	00001	954803	340440	06/24/19	680.00
	MEDICAL CENTER OF AURORA	00001	954806	340440	06/24/19	680.00
	MEDICAL CENTER OF AURORA	00001	954809	340440	06/24/19	680.00
					Account Total	2,640.00
	Other Communications					
	CENTURY LINK	00001	954610	340139	06/19/19	88.99
	VERIZON WIRELESS	00001	954816	340440	06/24/19	1,590.99
					Account Total	1,679.98
					Department Total	4,404.44

**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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	954797	340440	06/24/19	802.68
					Account Total	802.68
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	954632	340139	06/19/19	43.13
	SUMMIT FOOD SERVICE LLC	00001	954636	340139	06/19/19	19.32
	SUMMIT FOOD SERVICE LLC	00001	954813	340440	06/24/19	1,296.85
					Account Total	1,359.30
	Other Communications					
	VERIZON WIRELESS	00001	954818	340440	06/24/19	549.64
					Account Total	549.64
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	954612	340139	06/19/19	987.00
	COLO OCCUPATIONAL MEDICINE PHY	00001	954613	340139	06/19/19	591.00
	LADWIG MICHAEL V MD PC	00001	954616	340139	06/19/19	120.00
	POINT SPORTS/ERGOMED	00001	954626	340139	06/19/19	180.00
	PSYCHOLOGICAL DIMENSIONS	00001	954630	340139	06/19/19	825.00
	PSYCHOLOGICAL DIMENSIONS	00001	954630	340139	06/19/19	925.00
					Account Total	3,628.00
	Special Events					
	SUMMIT FOOD SERVICE LLC	00001	954638	340139	06/19/19	282.01
	SUMMIT FOOD SERVICE LLC	00001	954814	340440	06/24/19	435.60
					Account Total	717.61
					Department Total	7,057.23

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	954818	340440	06/24/19	29.36
					Account Total	29.36
					Department Total	29.36

**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	954818	340440	06/24/19	102.58
					Account Total	102.58
	Other Professional Serv					
	MOUNTAIN STATES IMAGING LLC	00001	954621	340139	06/19/19	165.00
	MOUNTAIN STATES IMAGING LLC	00001	954622	340139	06/19/19	165.00
	MOUNTAIN STATES IMAGING LLC	00001	954623	340139	06/19/19	165.00
					Account Total	495.00
					Department Total	597.58

**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	954797	340440	06/24/19	156.72
					Account Total	156.72
	Other Communications					
	VERIZON WIRELESS	00001	954818	340440	06/24/19	800.05
					Account Total	800.05
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	954612	340139	06/19/19	90.00
	PSYCHOLOGICAL DIMENSIONS	00001	954630	340139	06/19/19	200.00
					Account Total	290.00
					Department Total	1,246.77



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>
	Other Communications					
	VERIZON WIRELESS	00001	954818	340440	06/24/19	40.01
					Account Total	40.01
					Department Total	40.01

County of Adams  
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	954818	340440	06/24/19	269.64
					Account Total	269.64
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	954624	340139	06/19/19	917.70
					Account Total	917.70
					Department Total	1,187.34

County of Adams  
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	XCEL ENERGY	00013	954704	340348	06/28/19	597.19
					Account Total	597.19
					Department Total	597.19

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

<u>3031</u>	<u>Transportation Opers &amp; Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Events					
	BFI TOWER ROAD LANDFILL	00013	954890	340571	06/25/19	6,530.25
					Account Total	6,530.25
	Debris Removal					
	SOUTH ADAMS WATER & SANITATION	00013	954895	340571	06/25/19	169.80
					Account Total	169.80
	Gravel & Recycled Material					
	ALBERT FREI & SONS INC	00013	955032	340710	06/26/19	.01-
	ALBERT FREI & SONS INC	00013	955033	340710	06/26/19	.01-
	ALBERT FREI & SONS INC	00013	955035	340710	06/26/19	.03
	ALBERT FREI & SONS INC	00013	955036	340710	06/26/19	.01
	ALBERT FREI & SONS INC	00013	955037	340710	06/26/19	.01
	ALBERT FREI & SONS INC	00013	955038	340710	06/26/19	.01
	ALBERT FREI & SONS INC	00013	955039	340710	06/26/19	.01
					Account Total	.05
	Ice Control Material					
	GMCO CORPORATION	00013	954891	340571	06/25/19	174.75
					Account Total	174.75
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00013	954893	340571	06/25/19	24.91
	CINTAS FIRST AID & SAFETY	00013	954894	340571	06/25/19	43.84
					Account Total	68.75
	Other Professional Serv					
	DAVEY TREE EXPERT CO	00013	954892	340571	06/25/19	3,565.00
					Account Total	3,565.00
	Repair & Maint Supplies					
	VULCAN INC	00013	954896	340571	06/25/19	148.50
					Account Total	148.50
	Water/Sewer/Sanitation					
	THE GOODYEAR TIRE AND RUBBER C	00013	954897	340571	06/25/19	159.00
	THE GOODYEAR TIRE AND RUBBER C	00013	954898	340571	06/25/19	380.00
					Account Total	539.00
					Department Total	11,196.10

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

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	954933	340580	06/25/19	23.16
	UNITED POWER (UNION REA)	00013	954934	340580	06/25/19	48.65
	UNITED POWER (UNION REA)	00013	954935	340580	06/25/19	33.00
	UNITED POWER (UNION REA)	00013	954936	340580	06/25/19	20.17
	UNITED POWER (UNION REA)	00013	954937	340580	06/25/19	16.50
	UNITED POWER (UNION REA)	00013	954938	340580	06/25/19	131.15
	UNITED POWER (UNION REA)	00013	954939	340580	06/25/19	34.00
	UNITED POWER (UNION REA)	00013	954940	340580	06/25/19	146.34
	UNITED POWER (UNION REA)	00013	954941	340580	06/25/19	88.49
	UNITED POWER (UNION REA)	00013	954942	340580	06/25/19	36.00
	UNITED POWER (UNION REA)	00013	954943	340580	06/25/19	155.40
	UNITED POWER (UNION REA)	00013	954944	340580	06/25/19	43.82
	UNITED POWER (UNION REA)	00013	954945	340580	06/25/19	180.50
	UNITED POWER (UNION REA)	00013	954946	340580	06/25/19	16.50
	UNITED POWER (UNION REA)	00013	954947	340580	06/25/19	16.50
	UNITED POWER (UNION REA)	00013	954948	340580	06/25/19	33.00
	UNITED POWER (UNION REA)	00013	954949	340580	06/25/19	48.65
	XCEL ENERGY	00013	954924	340580	06/25/19	77.90
	XCEL ENERGY	00013	954925	340580	06/25/19	88.59
	XCEL ENERGY	00013	954926	340580	06/25/19	81.08
	XCEL ENERGY	00013	954927	340580	06/25/19	227.12
	XCEL ENERGY	00013	954928	340580	06/25/19	87.28
	XCEL ENERGY	00013	954929	340580	06/25/19	24,707.20
	XCEL ENERGY	00013	954930	340580	06/25/19	4,443.00
	XCEL ENERGY	00013	954931	340580	06/25/19	91.06
	XCEL ENERGY	00013	954932	340580	06/25/19	38.55
					Account Total	30,913.61
					Department Total	30,913.61

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	954990	340705	06/26/19	40.01
					Account Total	40.01
					Department Total	40.01

County of Adams  
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	954990	340705	06/26/19	105.14
					Account Total	105.14
					Department Total	105.14

County of Adams  
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	955298	340827	06/27/19	17.50
	COLO ANALYTICAL LABORATORY	00043	955299	340827	06/27/19	19.00
					Account Total	36.50
	Water/Sewer/Sanitation					
	AURORA WATER	00043	955297	340827	06/27/19	7,489.80
					Account Total	7,489.80
					Department Total	7,526.30



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	954990	340705	06/26/19	52.57
					Account Total	52.57
					Department Total	52.57

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

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	ABEYTA FIDENCIO E	00035	954992	340705	06/26/19	40.00
	BLANCO VICTORIA D	00035	954994	340705	06/26/19	25.00
	BRODNIK EVAN N	00035	954995	340705	06/26/19	60.00
	CLARKE LANCASTER	00035	954996	340705	06/26/19	80.00
	CRUMBY ALEXANDRA	00035	954997	340705	06/26/19	20.00
	GRACIANO LEONARDO	00035	954999	340705	06/26/19	80.00
	JOHNSON ROBYN M	00035	955001	340705	06/26/19	80.00
	LOPEZ LISAMARIE B	00035	955003	340705	06/26/19	40.00
	MARTINEZ ITZEL	00035	955005	340705	06/26/19	25.00
	MONTOUR MADISEN	00035	955008	340705	06/26/19	80.00
	ORTIZ ROJAS EMILY S	00035	955010	340705	06/26/19	80.00
	ORTIZ TOBIAS	00035	955012	340705	06/26/19	80.00
	PERUTI ANAIAH	00035	955014	340705	06/26/19	25.00
	PERUTI ANAIAH	00035	955016	340705	06/26/19	20.00
	RAND DEREK	00035	955018	340705	06/26/19	40.00
	SALDANA DEREK	00035	955021	340705	06/26/19	80.00
					Account Total	855.00
					Department Total	855.00

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	954990	340705	06/26/19	315.42
					Account Total	315.42
					Department Total	315.42

County of Adams  
Vendor Payment Report

Grand Total 2,571,492.83



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

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

**Tuesday  
June 25, 2019  
9:30 AM**

### **1. ROLL CALL**

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

### **2. PLEDGE OF ALLEGIANCE**

### **3. MOTION TO APPROVE AGENDA**

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

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

### **4. AWARDS AND PRESENTATIONS**

**A. Electric Bike Presentation**

### **5. PUBLIC COMMENT**

**A. Citizen Communication**

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

## **B. Elected Officials' Communication**

### **6. CONSENT CALENDAR**

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

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

- A.** List of Expenditures Under the Dates of May 27-31, 2019
- B.** List of Expenditures Under the Dates of June 10-14, 2019
- C.** Minutes of the Commissioners' Proceedings from June 18, 2019
- D.** Resolution Approving Amendment 1 to Lease Agreement between Adams County and Community Reach for Adams County Facility at 7373 Birch Street Dated April 4, 2017  
(File approved by ELT)
- E.** Resolution Accepting a Permanent Drainage Easement from Quikrete Companies, LLC, to Adams County for Storm Water Drainage Purposes  
(File approved by ELT)
- F.** Resolution Accepting a Permanent Drainage Easement from Gilliland Family Partners, LLLP, to Adams County for Storm Water Drainage Purposes  
(File approved by ELT)
- G.** Resolution Accepting a Permanent Access Easement from Gilliland Family Partners, LLLP, to Adams County for Access Purposes  
(File approved by ELT)
- H.** Resolution Accepting a Permanent Drainage Easement from Gilliland Family Partners, LLLP, for Storm Water Drainage Purposes  
(File approved by ELT)
- I.** Resolution Approving Amendment to Agreement between Adams County and Urban Drainage and Flood Control District Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall  
(File approved by ELT)
- J.** Resolution Approving an Agreement between Adams County and the Link to Provide Juvenile Assessment Services  
(File approved by ELT)

- K.** Resolution Approving an Agreement between Adams County and the University of Colorado to Provide the Fostering Healthy Futures Program  
(File approved by ELT)
- L.** Resolution Approving an Agreement between Adams County and Community Reach Center to Provide Mental Health Services for the Adams County Human Service Department  
(File approved by ELT)
- M.** Resolution Approving an Agreement between Adams County and Signal Behavioral Health Network to Provide Substance Abuse Treatment Services for the Adams County Human Services Department  
(File approved by ELT)
- N.** Resolution Approving an Agreement between Adams County and Shiloh House, Inc., to Provide Guaranteed Beds, Shelter Care, and Residential Care for Children and Youth  
(File approved by ELT)
- O.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0084911 and P0034289  
(File approved by ELT)
- P.** Resolution Approving Assignment and Assumption of Contract for the HOME Investment Partnerships (HOME) Program  
(File approved by ELT)
- Q.** Resolution Authorizing Casandra Vossler, Fair & Special Events Manager, to Restructure Facility Rental Rates for Parks, Open Space & Cultural Arts Department Facilities at Riverdale Regional Park and Rotella Park  
(File approved by ELT)
- R.** Resolution Approving Assignment of Lease with Ronald C. Webster Jr. and Judy C. Webster to Brian Faulkinson  
(File approved by ELT)

## **7. NEW BUSINESS**

### **A. COUNTY MANAGER**

- 1.** Resolution Approving an Agreement between Adams County and OneNeck IT Solutions, LLC for the Cisco Collaboration Flex Enterprise Agreement  
(File approved by ELT)  
**A motion was made by Commissioner Hodge, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

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

2. Resolution Approving an Agreement between Adams County and Mountain Constructors, Inc., for the Scour Critical and Structural Rehabilitation Project of 96th Avenue Bridge Over Bijou Creek, Phase 1  
(File approved by ELT)

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

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

## **B. COUNTY ATTORNEY**

## **8. LAND USE HEARINGS**

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

1. PRC2018-00018 Midtown at Clear Creek, Filing 11  
(File approved by ELT)

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

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

## **9. ADJOURNMENT**

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





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Development Agreement with DJ South Gathering LLC
<b>FROM:</b> Bryan Ostler, Interim Director, Community and Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development and 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 the Development Agreement with DJ South Gathering LLC for the public improvements of curb, gutter, sidewalk, and drainage facilities to support the development of Bennett Station located at 1614 Manilla Road.

### **BACKGROUND:**

The applicant, DJ South Gathering LLC, is requesting to enter into a Development Agreement for the public improvements of curb, gutter, sidewalk, and drainage facilities along Manilla Road and on the project site to support the construction of Bennett Station. The development is located at 1614 Manilla Road. The subject Development Agreement is required to ensure that public improvements associated with the development are designed and constructed in conformance with County's Development Standards and Regulations. Exhibit "B" and Exhibit "C" of the Development Agreement describe all of the required public improvements to support this development.

The subject request is consistent with the requirement for approval of Development Agreements. In addition, staff reviewed the Development Agreement and determined that the proposed improvements conform to the requirements outlined in Section 4-20-06-04 of the County's Development Standard and Regulations. These Standards require a property owner of land abutting a constructed public right-of-way is responsible for the construction and maintenance of curb, gutter, and sidewalk along the right-of-way that is adjacent to the property under development. Maintenance of public right-of-way includes snow removal for pedestrian access.

The Department of Community and Economic Development also reviewed construction documents associated with the development. Final acceptance of the project is contingent upon approval of the Development Agreement.

As a requirement of the Development Agreement, the Developer will furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral will be in the amount of, \$1,323,245.70.

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

Community and Economic Development and Public Works Departments.

**ATTACHED DOCUMENTS:**

Resolution

Development Agreement for DJ South Gathering LLC

**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 DEVELOPMENT AGREEMENT  
BETWEEN ADAMS COUNTY AND DJ SOUTH GATHERING LLC  
FOR BENNETT STATION ROAD IMPROVEMENTS

Resolution 2019-XXX

WHEREAS, the Adams County Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, DJ South Gathering LLC ("Developer"), is owner of certain real property located at 1614 Manilla Road, Bennett, CO, 80102, Parcel No.0181700000105; and,

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that the Developer shall enter into a written agreement with the County prior to the installation of public and/or private improvements; and,

WHEREAS, the County and the Developer desire to enter into a Development Agreement for the public improvements at Bennett Station in Case No. RCU2018-0004; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement for Bennett Station, Case No. RCU2018-00048.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and DJ South Gathering LLC, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and DJ South Gathering, LLC, a subsidiary of ARB Midstream, LLC, 1600 Broadway, Ste. 2400, Denver, CO 80202, 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.

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

1. **Public Improvements.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" 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 in Exhibit "B" and 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 detained in Exhibit "B" and Exhibit "C".
4. **Time for Completion.** Public Improvements shall be completed according to the terms of this agreement within the construction completion date appearing in Exhibit "B" and Exhibit "C". The Director of Community and Economic Development may for good cause grant an extension of time for Public Improvements completion for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the Board of County Commissioners. Any extension of time, by the Director of Community and Economic Development or Board of County Commissioners shall be in written form only and shall not be unreasonably withheld, conditioned, or delayed.

5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$1,323,245.70, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Board of County Commissioners in accordance with Section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No Certificate of Occupancy shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. Construction of Public Improvements may be constructed concurrently with construction of building improvements. No Certificate of Occupancy will be issued for any building until preliminary acceptance of the Public Improvements is granted by Adams County.

6. **Acceptance and Maintenance of Public Improvements.** All Public Improvements shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one (1) year from and after the acceptance of Public Improvements, Developer shall at its own expense make all needed repairs or replacement specifically due to defective materials or workmanship. If within fifteen (15) business days of written notice to Developer from the County requesting such repairs or replacements, Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at Developer's expense. In the case of an emergency such written notice may be waived.

Upon completion of the Public Improvements, Developer shall submit a written request for Preliminary Acceptance of all Public Improvements. Upon inspection, the County will either issue a letter of Initial Acceptance of Public Improvements or issue a punch list of items that Developer shall complete before a letter of Initial Acceptance of Public Improvements will be issued. If a punch list is issued, Developer shall have sixty (60) calendar days to complete the punch list. If the items on the punch list are not completed within sixty (60) calendar days, the County reserves the right to issue a stop work order.

7. **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.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

- **Improvements.** Public Improvements: See Exhibit B.

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

DJ South Gathering, LLC, a subsidiary of ARB Midstream, LLC

By: \_\_\_\_\_  
Adam Bedard, Chief Executive Officer Title

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_.

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

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

APPROVED BY resolution at the meeting of \_\_\_\_\_, 2019.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$1,323,245.7. 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. No certificate of occupancy shall be issued until the improvements described in Exhibit \_\_\_\_ have been preliminary accepted by the Public Works Department.

ATTEST

BOARD OF COUNTY  
COMMISSIONERS  
ADAMS COUNTY, COLORADO

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

\_\_\_\_\_  
Chair

Approved as to form.

\_\_\_\_\_  
County Attorney



EXHIBIT A:  
LEGAL DESCRIPTION AND SITE PLAN

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNER OF A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

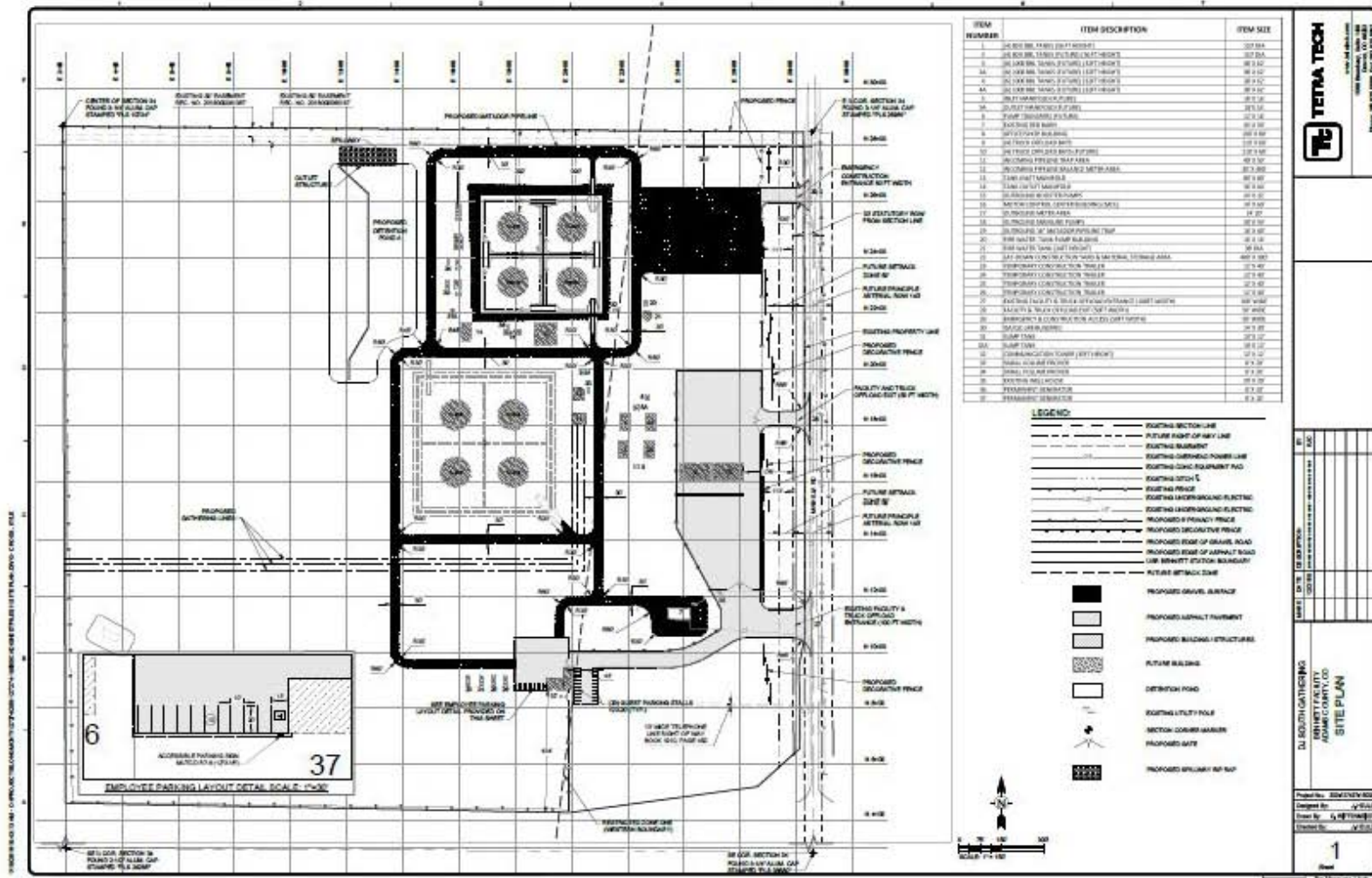


EXHIBIT B:  
DRAINAGE IMPROVEMENTS COST ESTIMATE

DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
<b>GRADING</b>				
Clearing and Grubbing	2.9	AC	\$6,000.00	\$17,400.00
Embankment Material (Complete in place)	1,800	CY	\$20.00	\$36,000.00
Topsoil	410	CY	\$5.00	\$2,050.00
			<b>Grading Subtotal</b>	<b>\$55,450.00</b>
<b>STORM SEWER</b>				
18 Inch Reinforced Concrete Pipe Class III (Complete in Place)	2,026	LF	\$100.00	\$202,600.00
21 Inch Reinforced Concrete Pipe Class III (Complete in Place)	39	LF	\$110.00	\$4,290.00
21 Inch Reinforced Concrete End Section	1	EA	\$500.00	\$500.00
Manhole (4' Diameter)	7	EA	\$6,000.00	\$42,000.00
Inlet Type R (5 Ft)	3	EA	\$6,500.00	\$19,500.00
Riprap (9 Inch)	10	CY	\$140.00	\$1,400.00
			<b>Storm Sewer Subtotal</b>	<b>\$270,290.00</b>
			<b>Exhibit B Total</b>	<b>\$325,740.00</b>
			<b>20% Admin.</b>	<b>\$65,148.00</b>
			<b>Total w/ Admin.</b>	<b>\$390,888.00</b>
			<b>5% Inflation year 1</b>	<b>\$19,544.40</b>
			<b>Total Inflation</b>	<b>\$19,544.40</b>
			<b>EXHIBIT B TOTAL</b>	<b>\$410,432.40</b>

**Construction Completion Date:** December 31, 2019. Initials or signature of Developer:

EXHIBIT C:  
STREET IMPROVEMENTS COST ESTIMATE

DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
<b>STREET IMPROVEMENTS</b>				
Removal of Asphalt Mat (Full Depth)	250	SY	\$15.00	\$3,750.00
Removal of Asphalt Mat (Planing 2 Inch)	2,302	SY	\$5.00	\$11,510.00
Proof Rolling	1	LS	\$960.00	\$960.00
Aggregate Base Course (Class 6)	4,540	TON	\$45.00	\$204,300.00
Hot Mix Asphalt (Grading S) (75) (PG 64-22)	2,436	TON	\$90.00	\$219,240.00
Hot Mix Asphalt (Grading SX) (75) (PG 76-28)	956	TON	\$100.00	\$95,600.00
Concrete Sidewalk	2,045	SY	\$40.00	\$81,800.00
Concrete Curb Ramp	6	SY	\$1,200.00	\$7,200.00
Detectable Warnings	216	SF	\$40.00	\$8,640.00
Gutter Type 2 (6 Ft)	200	LF	\$60.00	\$12,000.00
Curb and Gutter Type 2 (Section IIB)	2,163	LF	\$35.00	\$75,705.00
Epoxy Pavement Marking	50	GAL	\$75.00	\$3,750.00
			<b>Street Subtotal</b>	<b>\$724,455.00</b>
			<b>Exhibit C Total</b>	<b>\$724,455.00</b>
			<b>20% Admin.</b>	<b>\$144,891.00</b>
			<b>Total w/ Admin.</b>	<b>\$869,346.00</b>
			<b>5% Inflation year 1</b>	<b>\$43,467.30</b>
			<b>Total Inflation</b>	<b>\$43,467.30</b>
			<b>EXHIBIT C TOTAL</b>	<b>\$912,813.30</b>
			<b>GRAND TOTAL</b>	<b>\$1,323,245.70</b>

**Construction Completion Date:** December 31, 2019. Initials or signature of Developer:



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Support for Denver Parks & Recreation and Metro DNA for a Great Outdoors Colorado grant
<b>FROM:</b> Shannon McDowell
<b>AGENCY/DEPARTMENT:</b> Parks, Open Space, and Cultural Arts
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution supporting the Denver Parks & Recreation GOCO planning grant for the Metro Denver Regional Conservation Assessment

### **BACKGROUND:**

The Metro Denver Nature Alliance (DNA) is a non-profit coalition of partners formed to advance conservation in the Denver metropolitan area. Metro DNA is seeking partners to look strategically at preserving our natural resources before development takes them over. In particular, Metro DNA is interested in studying preserving natural spaces associated with clean and abundant water, wildlife habitat, access to nature and recreation, carbon storage, and other ecosystem services. The coalition has committed to an equitable approach to preservation, with the understanding that lower-income communities can be the most impacted by the loss of natural spaces.

Metro DNA is seeking Great Outdoors Colorado (GOCO) funding to set the foundation for a strategic and conservation-forward land use decision-making process for the region. Denver Parks and Recreation has agreed to sponsor the planning grant application to GOCO, but will have the same status as every other partner in the process.

The Parks, Open Space, and Cultural Arts Department is interested in participating as a partner in this process. Historically, our focus as a department has aligned with Metro DNA in terms of preserving open space for floodplain preservation, wildlife habitat, and agriculture. For a small contribution of \$1,000 as well as staff time, we will have full partner status to participate in and benefit from this process and its outcomes.

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

Metro Denver Nature Alliance, Denver Parks and Recreation, Great Outdoors Colorado

Revised 06/2016

Page 1 of 3

**ATTACHED DOCUMENTS:**

Resolution

Draft Summary of GOCO Grant

**FISCAL IMPACT:**

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

**Fund: 27****Cost Center: 6107**

	<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		\$1,000
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>			\$1,000

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

RESOLUTION SUPPORTING THE DENVER PARKS & RECREATION GOCO PLANNING  
GRANT: METRO DENVER REGIONAL CONSERVATION ASSESSMENT

WHEREAS, the Metro Denver Nature Alliance is coordinating an effort to assess conservation of open space throughout the Denver metropolitan area in an effort to improve nature access, wildlife habitat, and climate resiliency throughout the region; and,

WHEREAS, Adams County, through the Parks, Open Space, and Cultural Arts Department, has preserved thousands of acres of land for the above-mentioned purposes and desires to participate in the Regional Conservation Assessment; and,

WHEREAS, through a partnership with Denver Parks and Recreation, the Metro Denver Nature Alliance plans to submit a planning grant application for the assessment to Great Outdoors Colorado; and,

WHEREAS, Adams County desires to be an additional partner and supporter of the planning grant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that:

- Section 1:     The Board of County Commissioners of Adams County strongly supports the application to Great Outdoors Colorado.
- Section 2:     If the grant is awarded, the Board of County Commissioners of Adams County strongly supports the completion of the project.
- Section 3:     The Board of County Commissioners of Adams County will contribute \$1,000 as a partner match for the project.
- Section 4:     This resolution shall be in full force and effect from and after its passage and approval.





**DENVER**  
PARKS & RECREATION



**MetroDNA**  
METRO DENVER NATURE ALLIANCE

## Regional Conservation Assessment

*Summary of draft grant proposal submitted to GOCO*

### Project Summary

This first-of-its-kind Regional Conservation Assessment will use existing information and planning documents to identify high-quality, connected, and climate-resilient habitat across the metro area. Metro Denver Nature Alliance (Metro DNA) partners and stakeholders - including public land and open space managers - will use the assessment to establish the ecological goals and metrics forming the foundation of the Regional Vision for People and Nature. This work supports the development of a more comprehensive and conservation-forward approach to land use planning that strengthens connectivity and equitable access to nature, protects important wildlife habitat, and maximizes the use of nature-based solutions like green infrastructure to address climate-related challenges facing our region.

### Background

Colorado's natural beauty has inspired more and more people to call our State home. According to the State Demography Office, the Denver metro area population alone has grown 20 percent since 2010 and is projected to grow by 40,000 people every year from now through 2050. With the metro area's quickly expanding population, we are at risk of losing our natural spaces and the values they support: clean and abundant water, wildlife habitat, access to nature and recreation, carbon storage, and other ecosystem services. Loss of these critical natural assets limits the broader benefits to people in cities - like improved air quality, lower temperatures, positive health outcomes, and flood protection - on which the region depends. Frequently, the loss of these natural benefits hits lower-income communities hardest, exacerbating existing inequalities in the region.

Metro DNA is a coalition of partners who strive to ensure the seven-county Denver region is a thriving place for people and nature. Throughout this project and all of our collaborative projects, Metro DNA and its partners are committed to ensuring equity, diversity, and inclusion in our work. In March 2019, Metro DNA's Steering Committee approved a set of *Equity Principles and Commitments* that set the guiding standard for all of our initiatives. As we lay the foundation for strategic and conservation-forward land

use decision-making in our region, we will continue to keep an eye toward how our regional planning efforts can address long-standing inequities.

We are also committed to being a learning organization and value the contributions of those who have come before us and work alongside us. We have looked to initiatives both in other regions and close-to-home to ensure this effort is relevant and complementary to current and planned efforts. Organizations and planning efforts with which we will be collaborating include:

- Each of the seven Metro Denver county and large municipal open space agencies;
- Imagine a Great Region, an initiative led by the University of Colorado - Denver (CU Denver) and the Denver Regional Council of Governments (DRCOG);
- Regional trail initiatives including the Rocky Mountain Greenway, Sand Creek Regional Greenway Partnership, and High Line Canal Conservancy;
- Sister metropolitan greenspace alliances in Portland, Seattle, and Chicago; and
- The Network for Landscape Conservation, a national nonprofit that advances cross-border, collaborative conservation as a vital approach to sustain nature, culture, and community;

Representatives from these various efforts will meet regularly to make certain any information created in the Assessment is aligned with and supportive of their goals and timeframes to the greatest extent possible.

## **Partners**

Denver Parks & Recreation will be the grant recipient for the project, taking on this responsibility with the full support of the Metro DNA Steering Committee. The City and County of Denver will otherwise be considered a partner and stakeholder in the process, with no greater duties nor influence than other counties noted in the introduction and below.

Metro DNA will lead the project and ensure the creation of the Regional Conservation Assessment is consistent with the overall Metro DNA vision by providing governance and feedback related to project goals, implementation, and associated decision-making. Metro DNA will also lead coordination and integration with other initiatives.

The Nature Conservancy (TNC), a founding Metro DNA partner, will lead project coordination and management, and serve as liaison between the core project team and Metro DNA leadership.

Biohabitats, a contributing Metro DNA partner and leading conservation planning firm, will play a central role in the Assessment - including compiling existing datasets and developing a geospatial framework; identifying indicators and criteria for high-quality, connected, and climate-resilient habitat; and assisting Metro DNA and TNC staff in project facilitation and convening advisors and stakeholders.

## **Tasks & Deliverables**

### ***Tasks***

1. Project management and coordination.
2. Convene a Technical Advisory Team to provide critical expertise and to define project scope, goals, and key questions.
3. Compile existing data sets and develop a geospatial framework.
4. Identify indicators and criteria for high-quality and climate-resilient habitat and conduct analysis.
5. Develop an approach to evaluate habitat connectivity and conduct analysis.
6. Engage stakeholders at important milestones.
7. Create a series of maps and identify key strategies and recommendations that will guide regional conservation efforts.

### ***Deliverables***

1. A database of relevant geospatial information that is accessible to Metro DNA partners, key stakeholders, and the public, as appropriate.
2. A memo outlining methods used to identify high-quality, connected, and climate-resilient habitat to inform future efforts.
3. An engaged Technical Advisory Team and partner network, whose expertise and input has been well-documented and can be leveraged to create a Regional Vision and its accompanying strategic action plans.
4. Key conservation targets and metrics that can guide the ecological goals and initiatives in the Regional Vision as well as identify opportunities for collaboration and action around ecosystem protection, restoration, and enhancement.
5. A conservation portfolio for the metro Denver region shared through a series of maps and narratives that is informed by communications experts and documents strategic conservation opportunities.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> MOU Facility Payments to CoreCivic, Inc. for FY19-20
<b>FROM:</b> Beth Torgersen, Community Corrections Administrator
<b>AGENCY/DEPARTMENT:</b> Community Safety and Wellbeing, Community Corrections Administration
<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 Memorandum of Understanding for the distribution of Facility Payments to CoreCivic, Inc. for state fiscal year 2019-2020.

### **BACKGROUND:**

The State allocation letter (attached) provides Facility Payment funding to community corrections providers for each community corrections facility they operate. These funds are for a very specific legislative intent: to mitigate staff turnover and reduce caseload sizes, both in an effort to advance evidence-based approaches and to improve outcomes in community corrections. Funds can also be used to facilitate compliance to PREA or for the implementation of other approved evidence-based approaches for improved outcomes.

The MOU allows the upfront distribution of 50% of the facility payments and further allows the remainder of the funds to be distributed upon compliance to the Statewide Policy for Facility Payment Funding for FY19-20.

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

Division of Criminal Justice  
Adams County  
CoreCivic, Inc.

**ATTACHED DOCUMENTS:**

Resolution MOU to Distribute Facility Payments

MOU for Facility Payments

Statewide Policy for Facility Payments

**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/>

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN  
ADAMS COUNTY AND CORECIVIC, INC. FOR FACILITY PAYMENTS FOR THE  
2019-2020 STATE FISCAL YEAR**

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide community corrections program services to the state of Colorado’s 17<sup>th</sup> Judicial District; and,

WHEREAS, Adams County has subcontracted with CoreCivic, Inc. for state fiscal year 2019-2020 to provide community corrections services for the 17<sup>th</sup> Judicial District; and,

WHEREAS, the DCJ has provided funding for each facility that maintains the compensation levels and caseload levels that were reached pursuant to the state fiscal year 2015-2016 requirements and that shall be sustained throughout fiscal year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between the Board of County Commissioners and CoreCivic, Inc. for the provision of facility payment which is attached hereto and incorporated herein by reference, is hereby approved and the Chair is hereby authorized to execute same.

**MEMORANDUM OF UNDERSTANDING REGARDING  
COMMUNITY CORRECTIONS FACILITY PAYMENT PLANS  
BY AND BETWEEN ADAMS COUNTY, COLORADO AND CORECIVIC, INC.**

The General Assembly has provided funding for state fiscal year 2019-2020 with the intent that programs will maintain the compensation levels and caseload levels that were reached pursuant to the state fiscal year's 2019-2020 Facility Payment policy. These objectives were established to advance evidence based approaches to improve outcomes in community corrections. To obtain this funding or a portion thereof, programs must adhere to the Statewide Policy and General Procedures for Facility Payments for state fiscal year 2019-2020 (attached hereto as Exhibit A) and remain consistent with the legislature's intent. The state has implemented a two part funding method.

CoreCivic, Inc. is contracted to operate three (3) facilities located in Adams County, Colorado during state fiscal year 2019-2020. Each facility is eligible for a total of \$121,064.40 with an upfront distribution of approximately **\$60,532.20** (50%) of the appropriation for each facility to be paid in August of 2019.

A second distribution of approximately **\$60,532.20** (50%) of the appropriation will be made to facilities upon meeting the following conditions.

- (a) A fully executed master contract between the Department of Public Safety, Division of Criminal Justice and the Board of Adams County Commissioners;
- (b) A fully executed subcontract between CoreCivic Inc. and Adams County
- (c) A fully executed Allocation Letter to the 17<sup>th</sup> Judicial District that will secure the above described funding; and

**Exemptions from Statewide Policy:**

For programs who have submitted a Request for Exemption and provide an Alternate Funding Plan that has been approved by the State and the Community Corrections Board the disbursements of the Facility Payment funds shall be made consistently with the aforementioned disbursement policy where 50% is paid upfront and upon verifiable execution of the alternate plan the remainder may be paid in part or in whole dependent upon execution of the approved alternate plan.

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

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Steven J. O'Dorisio, Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office

\_\_\_\_\_  
Deputy Clerk

CoreCivic, Inc

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date



## OPTION ALLOCATION LETTER

CT #

Date: 7/1/2019	Original Contract CMS #:	Allocation Letter # 1	CMS Routing #
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2019 and ending on June 30, 2020, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2019 through June 30, 2020, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed **\$8,361,041.03** to be allocated as follows:

<b><u>\$7,234,941.60</u></b>	for Residential services for community corrections offenders which include Diversion, Transition and Condition of Parole Placements. These funds are payable at a daily rate of \$48.45 per offender, per day; (408 Beds) and,
<b><u>\$ 144,057.60</u></b>	for Non-Residential Diversion services for offenders not to exceed an average of \$6.56 per day per offender; (60 Slots) and,
<b><u>\$ 320,000.00</u></b>	for Treatment Support
<b><u>\$ 363,193.20</u></b>	for Facility Payments to be disbursed as outlined in Statewide Facility Payment Policy for FY20 and,
<b><u>\$ 298,848.63</u></b>	for Community Corrections Board Administration by the Contractor,

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 2020.

This Allocation Letter does not constitute an order for services under this Grant.  
The effective date of hereof is upon approval of the State Controller or July 1, 2019, whichever is later.

**STATE OF COLORADO**  
**JARED S. POLIS, GOVERNOR**  
Colorado Department of Public Safety  
Stan Hilkey Executive Director

By: Joe Thome, Director

Date: \_\_\_\_\_

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Colorado Department of Public Safety

Date: \_\_\_\_\_



**COLORADO**  
**Division of Criminal Justice**  
Department of Public Safety  
Office of Community Corrections  
700 Kipling Street, Suite 1000  
Lakewood, CO 80215

TO: All Community Corrections Boards and Providers

FROM: Glenn A. Tapia, Director  
Office of Community Corrections  
Division of Criminal Justice

SUBJ: Statewide Policy and General Procedures: Facility Payments Funding for FY17

DATE: July 13, 2016

**General Policy and Intent**

In FY 2014-15 (FY15), the General Assembly developed a multi-faceted (two-part) plan to increase funding levels for community corrections providers with the intention of mitigating staff turnover and distributing workloads more efficiently among case management staff. These objectives were established with the expressed interest of the advancement, implementation and sustainability of evidence-based approaches to improve outcomes in community corrections and to better facilitate compliance with the Prison Rape Elimination Act (PREA). The two-part plan included an increase for the base bed per diem as well as an additional *Facility Payments* structure. The combination of these two funding streams was designed to increase staff salaries and to reduce case management caseloads in residential community corrections.

In FY 2015-16 (FY16), the General Assembly continued this two-part funding method with an additional 1.8% per diem increase in addition to the *Facility Payments* appropriation that was established in FY15. The two-part funding structure was intended to be invested in modest pay increases for staff and retention of the caseload maximums for case managers that were established in FY15. Footnote 73 in the FY16 Long Bill read as follows:

*These payments may be withheld in whole or in part from facilities that: (1) fail to maintain an average ratio of at least one case manager for every 20 residents; (2) fail to raise average pay and benefits of security staff members by at least 1 percent; or (3) fail to raise the average pay and benefits of case managers by 1 percent. A facility is exempt from requirement (2) if the sum of average pay and benefits for security staff members exceeds \$33,000 annually. A facility is exempt from requirement (3) if the sum of average salary and benefits for case managers exceeds \$38,500 annually. For purposes of this footnote, payroll taxes are not benefits. Community corrections providers are encouraged to exceed these goals. It is the intent of the General Assembly that community corrections facilities with an average of 32 or more security FTE receive a second facility payment.*

In FY 2016-17 (FY17), the General Assembly again continued this two-part funding method but with no additional increase to the base per diem or the *Facility Payments* appropriations. The intention for this was stated in a revised footnote (Footnote 89) in the FY17 Long Bill which reads as follows:

*The amount of the appropriation assumes that the Department will make lower facility payments to programs that have lower costs due to case management staffing shortfalls or security and case management salary shortfalls relative to the staffing and salary model upon which the appropriation is based. Because provider rates are unchanged for FY 2016-17, these appropriations further assume that salary and staffing levels deemed adequate for FY 2015-16 will be deemed adequate for FY 2016-17 and that community corrections facilities with an average of 32 or more security FTE receive a second facility payment.*

**Simply put, this footnote means that without a funding increase, community corrections programs are only expected to maintain the compensation levels and caseload levels that were reached pursuant to the FY16 Facility Payments policy. Thus, the salary levels and caseload maximums that were reached in FY16 pursuant to and in compliance with the FY16 statewide policy shall be sustained throughout FY17.**

It is established by this policy that the intent of the funds in community corrections for FY17 is for providers to sustain their investment in specific methods to facilitate effective implementation of evidence-based approaches to offender management and behavior change. This is to be accomplished, in part, through limiting offender-to-staff ratios for case management positions as well as through lower staff turnover which can be achieved, in part, by increased staff salaries for security and case management positions.

It is the intent of the General Assembly and Colorado Department of Public Safety (Division of Criminal Justice) that providers use the FY17 funding to maintain case manager and security staff member compensation and to limit the number of residents assigned to each case manager. The Facility Payments appropriations may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to maintain FY16 levels of pay and benefits of security staff members, or
- 3) fail to maintain FY16 pay and benefits of case managers.

### **Data Collection and Reporting**

The General Assembly has issued a formal Request for Information (RFI) of the Department that requires the Division to report the following information about the funding increases:

- 1) the average number of total staff
- 2) the average number of security staff
- 3) the average number of case managers
- 4) the average wage and salary of security staff and case managers
- 5) the average cost of benefits, excluding payroll taxes, for security staff and for case managers
- 6) the average turnover rate and length of employment for security staff and the average length of employment for case managers
- 7) average case manager caseloads for residential and non-residential offenders.

The Department is also requested by the General Assembly to continue collecting periodic financial statements and starting salary information from community corrections providers. Finally, the Department is requested to retain the data received from each facility.

Accordingly, Community corrections providers shall submit updated staffing, salary, benefits, caseload, and turnover data to their local community corrections board and to the Division of Criminal Justice no later than September 30, 2016. The providers shall use only the format prescribed by the Division to submit the data. Providers shall receive the required data collection forms by August 20, 2016 and shall submit updated data that is reliable and verifiable by an outside entity. At a minimum, providers shall submit, by September 30, 2016, the following data elements:

- 1) A current roster of all full time, part time, and contract staff including the title and type of position
- 2) The percent of full time equivalent (FTE) for each position
- 3) Actual hourly wage and monthly salary figures for each individual security and case management staff including related supervisory positions
- 4) Actual cost figures for monthly employer-paid benefits for each individual staff member. Figures for individual staff members shall include only the actual cost of medical, dental, vision, retirement, disability, and life insurance benefit premiums paid by the employer. Employer-paid benefits shall not include costs for payroll taxes, sick time, vacation time, unemployment insurance, workers compensation insurance, or other costs that are required but not listed above. Variations of this definition must be approved, in advance, by the local community corrections board (or its designee) and the Division.
- 5) Employee-paid contributions premiums to provider benefits package
- 6) A benefits-to-salary percentage for the provider for security and case management staff
- 7) Actual current caseloads for all case management positions including part-time and full-time positions as well as for case manager supervision positions. Other positions in the organization that carry an active caseload must be included in caseload data. Reporting data should include all categories of clients i.e. diversion, transition, CRCF, non-residential, etc
- 8) Date of employment for each staff member
- 9) The actual number of security and case management positions hired, as a result of turnover, in the last year
- 10) Direct contact information (phone number and/or email address) for each staff person

Providers shall also be required to submit reliable and verifiable salary, benefit, and caseload data to the Division of Criminal Justice in the aggregate. For FY17, this will be accomplished through a survey that will be administered to all providers in the month of September 2016. Providers shall complete and return the survey and related information requests no later than September 30, 2016. This information will be analyzed so that the Division can track data for reporting to the General Assembly regarding the use of the funds in the FY18 Budget Hearings.

#### Letters of Intent

Full funding of the *Facility Payments* appropriations are contingent upon receipt, approval and full execution of a formal *Letter of Intent* to maintain FY16 staff salary increases, retention of caseload maximums, and any other additional means to meet the intent and goals of the General Assembly and the Department previously outlined in this policy. On or before August 15, 2016, providers shall submit to the local community corrections board and the Division a formal *Letter of Intent* that provides clear and convincing information that the funds will be used as intended by the General Assembly, the Department, and the local community corrections board. The *Letter of Intent* shall be reviewed and approved by the Division of Criminal Justice and the local community corrections board, or its designee, prior to disbursement of the full *Facility Payments* funds to providers.

The *Letter of Intent* shall be signed by the executive management of the community corrections provider, or its designee. If both the board and the provider are the same entity, the annual plan shall be submitted directly to the Division of Criminal Justice for approval and monitoring.

### Disbursement of *Facility Payments* Funds

The community corrections board may pay fifty percent (50%) of the annual *Facility Payment* allocation for each provider upon receipt of the initial disbursement of funds from the Division of Criminal Justice. The final disbursement of the *Facility Payments* appropriations to community corrections boards will be made at the beginning of the third quarter of FY17, pursuant to State Fiscal Rule. The final 50% of *Facility Payments* to providers shall not be made unless and until the *Letter of Intent* satisfies the aforementioned intent for the funds paid to providers.

The *Facility Payments* funding may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to maintain FY16 levels of pay and benefits of security staff members, or
- 3) fail to maintain FY16 levels of pay and benefits of case managers.

The community corrections boards and/or the Division of Criminal Justice retain the right to recover up to 100% of the *Facility Payments* appropriations from any provider that fails to meet the requirements of the funds, as stated in this policy.

### Objective Verification of Funding

The Division and the local community corrections board are responsible for and reserve the right to verify staff salary increases, caseload sizes, and any other aspect of the provider's plan for the funds. Verification of funding includes, but is not limited to examination of official payroll records, staff interview data, or any other reliable source of verification.

### Exemptions from Statewide Policy

Providers requesting an exemption from one or more elements within the statewide policy must do so, in writing, no later than August 15, 2016. A formal *Request for Exemption* shall be submitted to the local community corrections board and the Division. A *Request for Exemption* shall include at a minimum, the following information:

- 1) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not maintain FY16 levels of security salaries and benefits; and/or
- 2) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not maintain FY16 levels of case management salaries and benefits; and/or
- 3) Clear and convincing rationale describing why the provider believes that they need not maintain the expectations of the statewide policy and therefore need not limit caseloads to a maximum of 20 offenders to each full time case manager

The Division and the local community corrections board, or its designee, shall approve *Requests for Exemption* on a case-by-case basis. *Requests for Exemption* shall not be approved unless and until they meet the expressed and aforementioned intent of the General Assembly, the Department, and the local community corrections board.

In cases of an approved *Request for Exemption*, disbursements of *Facility Payments* funds shall be made consistently with the aforementioned disbursement policy where 50% is paid initially and the remainder is paid upon state and board approval of the *Request for Exemption*. In all cases, providers shall submit all aforementioned data in the Data Collection and Reporting section in this policy. Providers should also provide any reliable, objective, and verifiable data to support or justify approval of the *Request for Exemption*.

The Division extends our sincere gratitude to all boards and providers for your cooperation and adherence to this policy. It is our belief that adherence to this policy will strengthen our collective ability to use the *Facility Payments* funds as intended by the General Assembly. Should you have any questions of me, please contact me at 303.239.4448 or via email at [glenn.tapia@state.co.us](mailto:glenn.tapia@state.co.us).

Respectfully

A handwritten signature in black ink that reads "Glenn A. Tapia". The signature is written in a cursive, flowing style.

Glenn A. Tapia  
Director, Office of Community Corrections



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF).
<b>FROM:</b> Herb Covey, Deputy Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<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 resolution for County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF).

### **BACKGROUND:**

This is a request for the approval of the County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF) (this is the same request for the previous 5 years that HCPF requires to be approved & signed by the BOCC in order to receive the incentive funds). The Incentive Contract provides counties with an opportunity to earn financial incentives by meeting certain benchmarks. Participation is optional and there is no risk to counties that subsequently do not meet any of the benchmarks. Those counties simply will not receive an incentive payment for the unmet benchmarks.

The actual amount of funding available to each county will be dependent upon how many counties choose to participate and the number of counties that earn the incentives. At no time will a county's total incentive payment exceed that same county's total Medicaid share.



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

Department of Health Care Policy and Financing (HCPF)

**ATTACHED DOCUMENTS:**

Resolution

Contract Amendment for FY 2019-2020 County Incentives Program

**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:**

There is no direct fiscal impact as a result of executing the contract. No additional spending authority is requested and no additional FTE are needed. This is a revenue enhancement opportunity.

The contract terms are expressly contingent upon ACHSD achieving established performance measures. Should the ACHSD meet these metrics, the Department of Health Care Policy and Financing (HCPF) will reimburse our county's Medicaid program expenditures with additional federal funding at a higher rate of cost sharing. This becomes a potential revenue enhancement for Fund 15, touching any cost centers that include federal Medicaid funding. There is no "downside" to the contract because if ACHSD does not meet the identified performance measures, the standard federal/state/county cost sharing (as budgeted) continues to apply to the county's program expenditures.

The maximum revenue gain for the current fiscal year is: \$509,556.40. This equates to complete reimbursement of Adams County's share of Medicaid program administration costs if the entire Medicaid allocation was spent.

RESOLUTION APPROVING COUNTY INCENTIVE AGREEMENT AMENDMENT  
NO. 5 BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO THROUGH THE  
COLORADO DEPARTMENT OF HEALTH CARE POLICY AND FINANCING

WHEREAS, the Adams County Human Services Department Community Support Services Division wishes to participate in the County Medicaid Incentive Program offered by the State of Colorado through the Colorado Department of Health Care Policy and Financing (HCPF); and,

WHEREAS, pursuant to Agreement Amendment No. 5, the State of Colorado through the Department of Health Care Policy and Financing will provide incentives for meeting specific Medicaid benchmarks, including: Eligibility Performance, Exceptional Eligibility Performance, Training Performance, Cybersecurity Performance, and Food Security Performance from July 1, 2019 through June 30, 2020; and,

WHEREAS, the maximum amount payable under this amendment in State Fiscal Year 2019-20 is not to exceed five hundred nine thousand five hundred fifty-six dollars and forty cents (\$509,556.40); and,

WHEREAS, the State of Colorado, may extend the term of the contract amendment for a period not to exceed five years.

NOW, THEREFORE, BE IT RESOLVED, by the Adams County Board of Commissioners, County of Adams, State of Colorado, that Agreement Amendment No. 5 for the County Medicaid Incentive Program between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute approval of said Contract Amendments with the Colorado Department of Health Care Policy and Financing.

## **AGREEMENT AMENDMENT NO. 5**

Original Agreement Routing Number 2015CMIP001A5

### **1. PARTIES**

This Amendment to the above-referenced Original Agreement (hereinafter called the “Agreement”) is entered into by and between the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called “Department” or “State.”), and Adams County (hereinafter called “Contractor”).

### **2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The Department shall not be liable to pay or reimburse for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### **3. FACTUAL RECITALS**

The Parties entered into the Agreement to create performance-related benchmarks for county departments of human/social services that achieve certain Performance Incentive Standards related to determining and redetermining Medicaid eligibility, those populations currently enrolled in Medicaid and cooperation with other Medicaid-related entities. The purpose of this Amendment is to add exhibits and update the Performance Incentives Standards.

### **4. CONSIDERATION**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

### **5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### **6. MODIFICATIONS**

The Agreement and all prior amendments thereto, if any, are modified as follows:

- A. Section 4, Definitions, Subsection B is hereby deleted in its entirety and replaced with the following:
- B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

Exhibit A-5, Statement of Work  
Exhibit C, Small, Medium, Large County List

- B.** Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

**A.** Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to the Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to the Contractor is:

State Fiscal Year 2014-15	\$528,490.71
State Fiscal Year 2015-16	\$524,580.32
State Fiscal Year 2016-17	\$526,398.25
State Fiscal Year 2017-18	\$527,541.93
State Fiscal Year 2018-19	\$517,341.73
State Fiscal Year 2019-20	\$677,312.05
<b>Total for All State Fiscal Years</b>	<b>\$3,301,664.99</b>

- C.** Exhibit A-4, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-5, Statement of Work, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 or Exhibit A-4 shall be deemed to reference to Exhibit A-5.

- D.** Exhibit B, Rates, Section 1.4., SFY 2019-20 Incentives Payment Table, is hereby added as follows:

**1.4. SFY 2019-20 Incentives Payment Table**

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>Payment Amount</b>
Eligibility Performance Incentive Payment	35%	\$178,344.74
Exceptional Eligibility Performance Incentive Payment	5%	\$25,477.82
Training Performance Incentive Payment	20%	\$101,911.28
Cybersecurity Performance Incentive Payment	30%	\$152,866.92
Food Security Performance Incentive Payment	10%	\$50,955.64
<b>Total Maximum Available for all Incentive Payments</b>		<b>\$509,556.40</b>

- E. Exhibit B, Rates, Section 2.4., State Fiscal Year (SFY) 2019-20 Pool Maximum County Share Table, is hereby added as follows:

2.4. SFY 2019-20 Pool Maximum County Share Table

<b>Pool Name</b>	<b>Pool Maximum Distribution Amount</b>
<b>Total Maximum Available for all Pool Distributions</b>	<b>\$167,755.65</b>

**7. START DATE**

This Amendment shall take effect on its Effective Date.

**8. ORDER OF PRECEDENCE**

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

**9. AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, the Colorado General Assembly and/or grantor.

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**THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT**

Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

**STATE OF COLORADO**  
John W. Hickenlooper, Governor

Adams County

Department of Health Care Policy and  
Financing

By: \_\_\_\_\_

By: \_\_\_\_\_

Kim Bimestefer  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
Department of Health Care Policy and Financing

Date: \_\_\_\_\_

## **EXHIBIT A-5, STATEMENT OF WORK**

### **1. TERMINOLOGY**

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
  - 1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.11.
  - 1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.12.
  - 1.1.4. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.5. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
  - 1.1.6. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.
  - 1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
  - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
  - 1.1.9. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
  - 1.1.10. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
  - 1.1.11. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
  - 1.1.12. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.



- 1.1.13. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.14. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.15. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.16. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program.
- 1.1.17. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.18. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.19. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.
- 1.1.20. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.21. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.
- 1.1.22. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.23. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.24. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.
  - 1.1.24.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.24.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.25. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.26. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

- 1.1.27. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.28. Supplemental Nutrition Assistance Program – This program exists to safeguard the health and well-being of low income, financially eligible households by providing food assistance benefits redeemable for food items at authorized retailers. Counties conduct eligibility determination based on state/federal rules and guidelines. An additional component of the program is SNAP Outreach. Colorado partners with four agencies: Benefits Data Trust, Benefits in Action, Care and Share Food Bank for Southern Colorado, Hunger Free Colorado for outreach services. These agencies work to simplify the SNAP application process, providing both over-the-phone and in-person application assistance throughout the state.
- 1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.30. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

## **2. COUNTY DETERMINATIONS**

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

- 3.1. Systems Utilized to Determine Compliance
  - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards.
  - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
  - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or

other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentive Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance
  - 3.2.1. To fulfill the requirements in Exhibit A-5 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
  - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.
  - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

#### **4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Eligibility Performance Incentive Standard
  - 4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
    - 4.2.1.1. Timeliness of Determinations and Redeterminations
      - 4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
      - 4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
      - 4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations

4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.

4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor’s performance over the entire six-month Reporting Period.

4.2.1.2. Backlogged Determinations and Redeterminations

4.2.1.2.1. The Contractor’s Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:

4.2.1.2.2. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤280
	Medium	≤28
	Small	≤10

4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor’s amount of Backlogged Determinations for each month of each Reporting Period.

4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the

- Contractor's amount of Backlogged Redeterminations for each month of each Reporting Period.
- 4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.
- 4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.
- 4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged
- 4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.3. Timeliness of LTSS Determinations and Redeterminations
- 4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
- 4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
- 4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations
- 4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.
- 4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.
- 4.2.1.4. Timeliness of Case Maintenance and Disenrollment
- 4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.
- 4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances

- 4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.
- 4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.
- 4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.
- 4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.
- 4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.
- 4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.
- 4.2.1.4.1.2. Timely Disenrollments
- 4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.
- 4.2.1.4.1.3. Determining Compliance for Timely Disenrollments
- 4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.
- 4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.
- 4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.
- 4.2.2. Small County and Sample Size Exceptions
- 4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18)

- or fewer Untimely Determinations/Redeterminations during that Reporting Period.
- 4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.
- 4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.
- 4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.
- 4.2.3. Exemptions for Unusual Circumstances
- 4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.
- 4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.
- 4.2.3.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.
- 4.3. Exceptional Eligibility Performance Incentive Standard
- 4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
- 4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in

section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

#### 4.4. Training Performance Incentive Standard

4.4.1. The Contractor may earn the Training Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of its eligibility technicians and/or supervisors complete the required number of training hours as described in section 4.4. The Contractor's staff that are subject to the Training Performance Incentive Standard requirement is described in section 4.4.1.1.

4.4.1.1. Staff Subject to Training Performance Incentive Standard and Training Hours Requirement

4.4.1.1.1. The eligibility technician and/or supervisor will be responsible for eight (8) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to authorize Medical Assistance as described in section 4.4.1.1.4.

4.4.1.1.2. The eight (8) hours of training shall be completed from the list of approved trainings provided by the Department. The list of approved trainings will be provided to the Contractor at implementation and will be posted on the Department's County Administration website.

4.4.1.1.3. Trainings from the Approved Training List can be trained by the Staff Development Center (SDC) or an SDC-certified trainer using SDC-approved materials.

4.4.1.1.4. Management and Eligibility Enrollment Specialist (EES) CBMS access users are subject to the Training Performance Incentive Standard.

4.4.1.2. Training Completion Timeframes and Previously Completed Trainings

4.4.1.2.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.2.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year.

4.4.1.2.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.3.2.

4.4.1.3. Determining Compliance with the Training Performance Incentive Standard

4.4.1.3.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training Performance Incentive Standard.

4.4.1.3.1.1. Only eligible trainings as found on the list of approved trainings should be logged in LMS via the Add External Training feature.



- 4.4.1.3.1.2. Trainings added via Add External Training that are not included on the list of approved trainings will be rejected.
- 4.4.1.3.1.3. External Training requests must match the amount of training hours offered as described on the list of approved trainings. External Training requests that request more hours than described on the list of approved trainings will be denied.
- 4.4.1.3.2. Courses re-taken shall be manually added into the LMS by utilizing the Add External Training feature.
- 4.4.1.3.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via Add External Training feature.
- 4.4.1.3.3. To determine compliance with the required number of training hours, the Department will request data on users with security profiles listed in section 4.4.2.3. A cross-comparison with the security profiles data pull and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training Performance Incentive Standard.
- 4.4.2. BENCHMARK: 75% of eligibility technicians and supervisors with security profiles listed in section 4.4.2.3 complete eight (8) hours of training from the Approved Training List within the contract period as described in section 4.4.1.
- 4.5. Cybersecurity Performance Incentive Standard
  - 4.5.1. The Contractor may earn a Cybersecurity Performance Incentive Payment for each Reporting Period in which the Contractor submits the required deliverables relating to cybersecurity standards and remediation plans for the Colorado Information Security Policies (CISP) as described in section 4.5.
  - 4.5.2. First Reporting Period Deliverable
    - 4.5.2.1. No later than the semi-annual reporting due date for the First Reporting Period, the Contractor shall submit to the Department a signed Memorandum of Understanding (MOU) or similar document, created collaboratively between the Department and the Contractor, regarding compliance with the CISPs, data privacy and/or sharing or other cybersecurity standards to be addressed.
      - 4.5.2.1.1. The Contractor shall ensure that the cybersecurity agreement is implemented in the Contractor's county within a reasonable timeframe. Implementation may or may not depend on compliance with the CISPs and the Contractor's Remediation Plan for the CISPs, as described in section 4.5, will also consider the cybersecurity agreement mentioned in section 4.5.2.1.
  - 4.5.3. Second Reporting Period Deliverable
    - 4.5.3.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs. If the Contractor is not in compliance, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.

- 4.5.3.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.
- 4.5.3.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.
- 4.5.3.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.
- 4.5.4. DELIVERABLES: Signed cybersecurity MOU submitted no later than the semi-annual due date for the First Reporting Period; completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.
- 4.6. Food Security Performance Incentive Standard
  - 4.6.1. The Contractor may earn a Food Security Performance Incentive Payment for both Reporting Periods in which the Contractor meets its specified benchmark relating to the percentage of Health First Colorado members who have a corresponding enrollment in the SNAP as described in section 4.6.
    - 4.6.1.1. Percentage of Health First Colorado members with enrollment in SNAP
      - 4.6.1.1.1. The Contractor shall increase the percentage of Health First Colorado members with enrollment in SNAP. The percentage increase and the overall Food Security benchmark will be mutually agreed-upon by the Department and CDHS. The benchmark will be communicated to the Contractor through the HCPF Memo Series.
      - 4.6.1.1.2. Determining Compliance with the Food Security benchmark
        - 4.6.1.1.2.1. The Department will total the number of Health First Colorado members with SNAP enrollment and divide that by the total number of all Health First Colorado members in the Contractor's county.
        - 4.6.1.1.2.2. The Department and CDHS will utilize a cross-systems data pull to determine compliance with the benchmark of the Food Security Performance Incentive Standard.
          - 4.6.1.1.2.2.1. The numerator and denominator of the benchmark will exclude any relevant populations (e.g. IPV, E&T sanctions) as mutually determined by the Department and CDHS. The populations excluded will be communicated through the HCPF Memo Series.
      - 4.6.1.1.3. The Contractor has the option to document its efforts to meet the Food Security benchmark through an outreach plan or similar written documentation. The written documentation is not required to be submitted to the Department as a contract deliverable.
    - 4.6.2. BENCHMARK: Enrollment benchmark of Medicaid members who have a corresponding enrollment in SNAP in section 4.6. Enrollment benchmark will be communicated through the HCPF Memo Series.

## **5. SEMI-ANNUAL REPORTING**

- 5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis.
- 5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:
  - 5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.
  - 5.1.1.1.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.
  - 5.1.1.1.3. DUE DATE: January 5, 2020
- 5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:
  - 5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.
  - 5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.
  - 5.1.1.2.3. DUE DATE: July 5, 2020

## **6. EXEMPTIONS**

- 6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard
  - 6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.
    - 6.1.1.1. The Department will not include any Untimely Determinations/Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.
    - 6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.
    - 6.1.1.3. The Contractor shall provide adequate information on the exemption form for the Department to quantify personnel issues if the Contractor requests an exemption due to staff vacancies, staff training, or other personnel issues.
      - 6.1.1.3.1. Exemption requests based on staff vacancies and trainings, personnel or other related issues will only be considered in exceptional circumstances. The Department reserves the right to deny exemption requests
  - 6.1.2. The Department may approve or reject any request for Untimely Determination/Redetermination exemptions and may limit the total number of exempted Untimely Determinations/Redeterminations for the Eligibility Performance Incentive Standard.

- 6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and Section 1.1.12 due to the fault of the Contractor and/or any exemption requests based on the following:
  - 6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1.11 and 1.1.12.
  - 6.1.2.1.2. Failure of the Contractor to act on client verification that was submitted timely which was requested for a Determination or Redetermination.
  - 6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.
  - 6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.
  - 6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A-5, Statement of Work.
- 6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
  - 6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.
- 6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard
  - 6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.
    - 6.2.1.1. Training Performance Incentive Standard
    - 6.2.1.2. Cybersecurity Performance Incentive Standard
    - 6.2.1.3. Food Security Performance Incentive Standard
  - 6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

## **7. NOTIFICATIONS**

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Incentive Performance Standards were met.
  - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Incentive Performance Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

- 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Incentive Performance Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.
  - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor shall have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
  - 7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 7, Dispute Resolution.

## **8. DISPUTE RESOLUTION**

- 8.1. Opportunity and Timeframe for Dispute Resolution
  - 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
    - 8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
    - 8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
    - 8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2. Allowable Disputes
  - 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
- 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
  - 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data truly conflicts with the Department's data.
  - 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
  - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Incentive Performance Standard.
    - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.
    - 8.3.1.5. Any exemption requests for unusual circumstances for other Performance Incentive Standards other than those listed in 8.3.1.4.
  - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

- 9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Standard Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2. The Department shall pay the Contractor a Training Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4. The Department shall pay the Contractor a Food Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Food Security Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

- 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

## 9.2. Payment Procedures

- 9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive benchmarks were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
  - 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period.
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into to the Second Reporting Period allocation for any SFY.
  - 9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 9.2.4. The Department may use any unearned Second Reporting Period Incentive Performance Payments during the county administration close out process.



## **EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST**

**The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.**

### **Small**

Archuleta	Grand	Phillips
Baca	Gunnison	Pitkin
Bent	Hinsdale	Rio Blanco
Cheyenne	Jackson	Routt
Clear Creek	Kiowa	San Juan
Costilla	Kit Carson	San Miguel
Crowley	Lake	Sedgwick
Custer	Lincoln	Summit
Dolores	Mineral	Washington
Elbert	Ouray	Yuma
Gilpin	Park	

### **Medium**

Alamosa	Garfield	Morgan
Broomfield	Huerfano	Otero
Chaffee	La Plata	Prowers
Conejos	Las Animas	Rio Grande
Delta	Logan	Saguache
Douglas	Moffat	Teller
Eagle	Montezuma	
Fremont	Montrose	

### **Large**

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld

FY 2019-20 HCPF County Administration Performance Incentive Funding Table								
COUNTY	% of TOTAL ALLOCATION	MAX- HCPF County Share Estimate	County Incentive (if all counties participate and meet benchmarks)	35%-Eligibility Performance	5%- Exceptional Eligibility Performance	30%- Cybersecurity Performance	20%- Training Performance	10%- Food Security Performance
Adams County	8.87%	\$677,312.05	\$509,556.40	\$178,344.74	\$25,477.82	\$152,866.92	\$101,911.28	\$50,955.64
Alamosa County	0.99%	\$75,596.27	\$56,872.70	\$19,905.44	\$2,843.63	\$17,061.81	\$11,374.54	\$5,687.27
Arapahoe County	10.11%	\$771,998.29	\$580,790.89	\$203,276.81	\$29,039.54	\$174,237.27	\$116,158.18	\$58,079.09
Archuleta County	0.32%	\$24,435.16	\$18,383.09	\$6,434.08	\$919.15	\$5,514.93	\$3,676.62	\$1,838.31
Baca County	0.13%	\$9,926.78	\$7,468.13	\$2,613.85	\$373.41	\$2,240.44	\$1,493.63	\$746.81
Bent County	0.20%	\$15,271.97	\$11,489.43	\$4,021.30	\$574.47	\$3,446.83	\$2,297.89	\$1,148.94
Boulder County	4.11%	\$313,839.07	\$236,107.87	\$82,637.75	\$11,805.39	\$70,832.36	\$47,221.57	\$23,610.79
Chaffee County	0.40%	\$30,543.95	\$22,978.87	\$8,042.60	\$1,148.94	\$6,893.66	\$4,595.77	\$2,297.89
Cheyenne County	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
Clear Creek County	0.15%	\$11,453.98	\$8,617.08	\$3,015.98	\$430.85	\$2,585.12	\$1,723.42	\$861.71
Conejos County	0.29%	\$22,144.36	\$16,659.68	\$5,830.89	\$832.98	\$4,997.90	\$3,331.94	\$1,665.97
Costilla County	0.25%	\$19,089.97	\$14,361.79	\$5,026.63	\$718.09	\$4,308.54	\$2,872.36	\$1,436.18
Crowley County	0.17%	\$12,981.18	\$9,766.02	\$3,418.11	\$488.30	\$2,929.81	\$1,953.20	\$976.60
Custer County	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
Delta County	0.91%	\$69,487.48	\$52,276.92	\$18,296.92	\$2,613.85	\$15,683.08	\$10,455.38	\$5,227.69
Denver County	17.06%	\$1,302,699.38	\$980,048.72	\$343,017.05	\$49,002.44	\$294,014.62	\$196,009.74	\$98,004.87
Dolores County	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
Douglas County	1.70%	\$129,811.78	\$97,660.19	\$34,181.07	\$4,883.01	\$29,298.06	\$19,532.04	\$9,766.02
Eagle County	0.51%	\$38,943.53	\$29,298.06	\$10,254.32	\$1,464.90	\$8,789.42	\$5,859.61	\$2,929.81
Elbert County	0.33%	\$25,198.76	\$18,957.57	\$6,635.15	\$947.88	\$5,687.27	\$3,791.51	\$1,895.76
El Paso County	12.56%	\$959,079.97	\$721,536.46	\$252,537.76	\$36,076.82	\$216,460.94	\$144,307.29	\$72,153.65
Fremont County	1.38%	\$105,376.62	\$79,277.09	\$27,746.98	\$3,963.85	\$23,783.13	\$15,855.42	\$7,927.71
Garfield County	1.01%	\$77,123.47	\$58,021.64	\$20,307.57	\$2,901.08	\$17,406.49	\$11,604.33	\$5,802.16
Gilpin County	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
Grand County	0.18%	\$13,744.78	\$10,340.49	\$3,619.17	\$517.02	\$3,102.15	\$2,068.10	\$1,034.05
Gunnison County	0.36%	\$27,489.55	\$20,680.98	\$7,238.34	\$1,034.05	\$6,204.29	\$4,136.20	\$2,068.10
Hinsdale County	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
Huerfano County	0.35%	\$26,725.95	\$20,106.51	\$7,037.28	\$1,005.33	\$6,031.95	\$4,021.30	\$2,010.65

<b>Jackson County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Jefferson County</b>	6.56%	\$500,920.75	\$376,853.44	\$131,898.70	\$18,842.67	\$113,056.03	\$75,370.69	\$37,685.34
<b>Kiowa County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Kit Carson County</b>	0.17%	\$12,981.18	\$9,766.02	\$3,418.11	\$488.30	\$2,929.81	\$1,953.20	\$976.60
<b>Lake County</b>	0.17%	\$12,981.18	\$9,766.02	\$3,418.11	\$488.30	\$2,929.81	\$1,953.20	\$976.60
<b>La Plata County</b>	1.05%	\$80,177.86	\$60,319.53	\$21,111.83	\$3,015.98	\$18,095.86	\$12,063.91	\$6,031.95
<b>Larimer County</b>	5.18%	\$395,544.13	\$297,576.34	\$104,151.72	\$14,878.82	\$89,272.90	\$59,515.27	\$29,757.63
<b>Las Animas County</b>	0.65%	\$49,633.92	\$37,340.66	\$13,069.23	\$1,867.03	\$11,202.20	\$7,468.13	\$3,734.07
<b>Lincoln County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Logan County</b>	0.54%	\$41,234.33	\$31,021.47	\$10,857.52	\$1,551.07	\$9,306.44	\$6,204.29	\$3,102.15
<b>Mesa County</b>	3.47%	\$264,968.75	\$199,341.68	\$69,769.59	\$9,967.08	\$59,802.50	\$39,868.34	\$19,934.17
<b>Mineral County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Moffat County</b>	0.38%	\$29,016.75	\$21,829.92	\$7,640.47	\$1,091.50	\$6,548.98	\$4,365.98	\$2,182.99
<b>Montezuma County</b>	0.87%	\$66,433.09	\$49,979.04	\$17,492.66	\$2,498.95	\$14,993.71	\$9,995.81	\$4,997.90
<b>Montrose County</b>	1.28%	\$97,740.63	\$73,532.38	\$25,736.33	\$3,676.62	\$22,059.71	\$14,706.48	\$7,353.24
<b>Morgan County</b>	0.69%	\$52,688.31	\$39,638.55	\$13,873.49	\$1,981.93	\$11,891.56	\$7,927.71	\$3,963.85
<b>Otero County</b>	0.80%	\$61,087.90	\$45,957.74	\$16,085.21	\$2,297.89	\$13,787.32	\$9,191.55	\$4,595.77
<b>Ouray County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Park County</b>	0.30%	\$22,907.96	\$17,234.15	\$6,031.95	\$861.71	\$5,170.25	\$3,446.83	\$1,723.42
<b>Phillips County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Pitkin County</b>	0.16%	\$12,217.58	\$9,191.55	\$3,217.04	\$459.58	\$2,757.46	\$1,838.31	\$919.15
<b>Prowers County</b>	0.51%	\$38,943.53	\$29,298.06	\$10,254.32	\$1,464.90	\$8,789.42	\$5,859.61	\$2,929.81
<b>Pueblo County</b>	6.33%	\$483,357.98	\$363,640.59	\$127,274.21	\$18,182.03	\$109,092.18	\$72,728.12	\$36,364.06
<b>Rio Blanco County</b>	0.14%	\$10,690.38	\$8,042.60	\$2,814.91	\$402.13	\$2,412.78	\$1,608.52	\$804.26
<b>Rio Grande County</b>	0.44%	\$33,598.34	\$25,276.75	\$8,846.86	\$1,263.84	\$7,583.03	\$5,055.35	\$2,527.68
<b>Routt County</b>	0.31%	\$23,671.56	\$17,808.62	\$6,233.02	\$890.43	\$5,342.59	\$3,561.72	\$1,780.86
<b>Saguache County</b>	0.26%	\$19,853.57	\$14,936.26	\$5,227.69	\$746.81	\$4,480.88	\$2,987.25	\$1,493.63
<b>San Juan County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>San Miguel County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Sedgwick County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47
<b>Summit County</b>	0.32%	\$24,435.16	\$18,383.09	\$6,434.08	\$919.15	\$5,514.93	\$3,676.62	\$1,838.31
<b>Teller County</b>	0.51%	\$38,943.53	\$29,298.06	\$10,254.32	\$1,464.90	\$8,789.42	\$5,859.61	\$2,929.81
<b>Washington County</b>	0.10%	\$7,635.99	\$5,744.72	\$2,010.65	\$287.24	\$1,723.42	\$1,148.94	\$574.47

Weld County	4.37%	\$333,692.63	\$251,044.13	\$87,865.45	\$12,552.21	\$75,313.24	\$50,208.83	\$25,104.41
Yuma County	0.20%	\$15,271.97	\$11,489.43	\$4,021.30	\$574.47	\$3,446.83	\$2,297.89	\$1,148.94
Broomfield County	0.50%	\$38,179.94	\$28,723.59	\$10,053.25	\$1,436.18	\$8,617.08	\$5,744.72	\$2,872.36
GRAND TOTALS	100.00%	\$7,635,987.00	\$5,744,717.00	\$2,010,650.95	\$287,235.85	\$1,723,415.10	\$1,148,943.40	\$574,471.70

## OPERATIONAL MEMO

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**OPERATIONAL MEMO NUMBER: HCPF OM 19-023**

**TITLE: FY 2019-20 COUNTY INCENTIVES CONTRACT AMENDMENT**

**SUPERSEDES NUMBER: HCPF OM 18-001**

**ISSUE DATE: JUNE 5, 2019**

**EFFECTIVE DATE: MAY 21, 2019**

**DIVISION AND OFFICE: EXTERNAL RELATIONS, POLICY, COMMUNICATIONS  
AND ADMINISTRATION OFFICE**

**PROGRAM AREA: COUNTY RELATIONS AND ADMINISTRATION**

**APPROVED BY: RACHEL REITER**

**KEY WORDS: COUNTY INCENTIVES, FY 19-20, INCENTIVES, PERFORMANCE  
BENCHMARKS**

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*HCPF Memo Series can be accessed online: <https://www.colorado.gov/hcpf/memo-series>*

### **Purpose and Audience:**

This Operational Memo is to inform county departments of human/social services of the contract amendment process and contract due dates for the FY 2019-20 County Incentives Program.

### **Background:**

The County Incentives Program was implemented in FY 2014-15 through a contract with each county department of human/social services. Each year, the Department updates the performance benchmarks and deliverables in the Statement of Work to align with Department priorities and to address audit findings. The Department has completed the Statement of Work for FY 2019-20 which requires action by each county.

### **Information/Procedure:**

The Department will send the contract amendment for FY 2019-20, which consists of Exhibit A-5 Statement of Work, Exhibit B Rates, and Exhibit C Small, Medium and Large County List, to county directors by late May 2019. **County directors or designees should take the following action:**

Step 1: Print three (3) originals of the document.

- a. Print double sided.
- b. Print all exhibits and/or attachments in the PDF.
- c. All 3 originals must be the entire document; 1 full copy and 2 signature pages will **NOT** be accepted.

Step 2: Sign all three originals by an authorized signer.

Note: All signatures must be original; electronic signatures and signature stamps will **NOT** be accepted.

Step 3: Send the three signed originals **AND** a copy of Certificate of Liability Insurance.

- a. The County's insurance must be effective during the contract term, and the "Insured" name at the top of the form must match the name of the County.

Step 4: Complete the attached County Contact List template.

- a. The county should provide contact information for all designated contact types for the Department to update county contact lists. These contacts are used by Department staff, external partners and others to ensure seamless communication with county partners.
- b. The completed County Contact List template can be sent electronically to [HCPFCountyRelations@state.co.us](mailto:HCPFCountyRelations@state.co.us) by June 14, 2019.

Step 5: Return the three signed originals including all exhibits to the address below.

- a. Please return, as soon as possible, to:

ATTN: Joshua Montoya  
HCPF County Relations  
1570 Grant St  
Denver, CO 80203

Step 6: Executed contract amendments will be returned to the county director, unless otherwise specified. If the executed contract amendment should be routed to staff other than the county director, please provide the following information on a separate sheet of paper:

- a. Name/title
- b. Address
- c. Phone and email address

**Due Date:** Signed, returned contract amendments are due by June 14, 2019. Any counties who do not submit their signed contract amendment by June 17, 2019 will be issued an Option Letter to hold over the contract until the new amendment is signed.

**If your county anticipates signature past the June 14, 2019 due date**, please contact the Department contact below so preparations can be made for an Option Letter to be issued.

**Attachment(s):**

[FY 2019-20 County Incentives contract amendment #5](#)

[FY 2019-20 County Incentives funding table](#)

[FY 2019-20 County Contact List template](#)

**Department Contact:**

[HCPFCountyRelations@state.co.us](mailto:HCPFCountyRelations@state.co.us)

The HCPF County Relations team will be updating the Department's county contact lists for the 2018-19 fiscal year. Each county director will receive a County Contact List template which requests the county provide specific points-of-contact for different areas of the county department. Please utilize the County Contact List tab to provide your county's contacts. You may add additional rows as necessary if you will be providing more than two contacts. For questions regarding this request or to [HCPFCountyRelations@state.co.us](mailto:HCPFCountyRelations@state.co.us)



Contact Type	Contact Purpose
County Director	County Director contact will be used for general Director's communications, including funding, policy feedback, County Incentives and Grants, and memos
Secondary Directors	Secondary Director contacts will be included on all County Director communications
Memo Series Contacts	Who else would you like to receive HCPF Memo Series communications?
Escalation contact for Connect for Health	Who should be contacted for case updates during Open Enrollment?
Member Escalation Contact for HCPF use	Who should HCPF contact when a member's case needs to be updated?
InterCounty Transfer Contact	Who should OIT & other counties contact to complete or for questions on an inter-county transfer?
MA Site Liaison	Who should an MA site contact to provide additional information about a case?
Long Term Services and Supports - Financial Eligibility	Who should communications or member escalations for Long Term Care cases go to?
Child Welfare Supervisor & Leads Workers	Who should communications or escalations for Child Welfare cases go to?
Financial Audits	Who should HCPF contact regarding county financial audits?
Eligibility Audits	Who should HCPF contact for county eligibility audits?
Local Public Health Liaison	Who should Public Health contact at the county?

Address Confidentiality  
Program

Who should the Department contact to make sure there  
are only two ACP users per county (unless waiver  
submitted)?

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County Address

Physical Address

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11860 Pecos Street  
Westminster, CO 80234

Contact Availability	First Name	Last Name	Position Title
Department staff	Vacant	Vacant	Department Director
	Herb	Covey	Deputy Director
	Sue	Bozinovski	Division Director
Department staff	Andrea	Zugschwert	Program Manager
	Amy	Anderson	Program Manager
Department staff	Dennette	Burns	Program Manager
	Carol	Johnson	Program Manager
Department staff, Connect for Health Colorado, Brokers, Partner Agencies			
	Andrea	Zugschwert	Program Manager
Department staff	Amy	Anderson	Program Manager
	Dennette	Burns	Program Manager
Department staff, OIT & other counties	Lisa	Urquizo	Inter-County Transfer Inbox Supervisor
Department staff and Medical Assistance Sites	DeeDee Carol	Green Johnson	Supervisor Program Manager
Department staff, Single Entry Points, Community Centered Boards	Jo	Montoya	Supervisor
	Andrea	Zugschwert	Program Manager
	Nadia	Barela	Supervisor
Department staff	Angeles	Santoyo	Benefit Navigator
	Sofia	Remy	Case Services Aide III
Department staff and external auditors	Nicholas Allison	Bozzo Slife	Accountant I - Partner (External Aud
Department staff and external auditors	Karen Krista	Dyke Montano	QA/Training Supervisor QA Specialist
Department staff and Local Public Health Agencies	DeeDee	Green	Supervisor

Department Staff

Sally  
Mary

Garner  
Claassen

CSS Lead  
CSS Lead

Mailing Address

same as physical address

Email Address	Phone
	720.523.2910
<a href="mailto:hcovey@adcogov.org">hcovey@adcogov.org</a>	720.523.2908
<a href="mailto:sbozinovski@adcogov.org">sbozinovski@adcogov.org</a>	720.523.2151
<a href="mailto:azugschwert@adcogov.org">azugschwert@adcogov.org</a>	720.523.2145
<a href="mailto:aanderson@adcogov.org">aanderson@adcogov.org</a>	720.523.2255
<a href="mailto:dburns@adcogov.org">dburns@adcogov.org</a>	720.523.2347
<a href="mailto:cajohnson@adcogov.org">cajohnson@adcogov.org</a>	720.523.2154
<a href="mailto:CustomerServiceHSS@adcogov.org">CustomerServiceHSS@adcogov.org</a>	720.523.2800
<a href="mailto:azugschwert@adcogov.org">azugschwert@adcogov.org</a>	720.523.2145
<a href="mailto:aanderson@adcogov.org">aanderson@adcogov.org</a>	720.523.2255
<a href="mailto:dburns@adcogov.org">dburns@adcogov.org</a>	720.523.2345
<a href="mailto:InterCountyTransfer@adcogov.org">InterCountyTransfer@adcogov.org</a>	
<a href="mailto:lurquizo@adcogov.org">lurquizo@adcogov.org</a>	720.523.2150
<a href="mailto:dgreen@adcogov.org">dgreen@adcogov.org</a>	720.523.2305
<a href="mailto:cajohnson@adcogov.org">cajohnson@adcogov.org</a>	720.523.2154
<a href="mailto:jmontoya@adcogov.org">jmontoya@adcogov.org</a>	720.523.2144
<a href="mailto:azugschwert@adcogov.org">azugschwert@adcogov.org</a>	720.523.2145
<a href="mailto:nbarela@adcogov.org">nbarela@adcogov.org</a>	720.523.4262
<a href="mailto:asantoyo@adcogov.org">asantoyo@adcogov.org</a>	720.523.4268
<a href="mailto:sremy@adcogov.org">sremy@adcogov.org</a>	720.523.4269
<a href="mailto:nbozzo@adcogov.org">nbozzo@adcogov.org</a>	720.523.2925
<a href="mailto:Allison.Sliffe@claconnect.com">Allison.Sliffe@claconnect.com</a>	
<a href="mailto:kdyke@adcogov.org">kdyke@adcogov.org</a>	720.523.2224
<a href="mailto:kmontano@adcogov.org">kmontano@adcogov.org</a>	720.523.2230
<a href="mailto:dgreen@adcogov.org">dgreen@adcogov.org</a>	720.523.6936

[sgarner@adcogov.org](mailto:sgarner@adcogov.org)

720.523.2234

[mclaassen@adcogov.org](mailto:mclaassen@adcogov.org)

720.523.2236

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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9 <sup>th</sup> , 2019
<b>SUBJECT:</b> Intergovernmental Agreement between Colorado Department of Transportation and Adams County for SH 224 & York Street Pedestrian & Drainage Underpass Permanent Water Quality Facilities Maintenance improvements
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON</b> May 21, 2019
<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 Intergovernmental Agreement (IGA) between Colorado Department of Transportation (CDOT) and Adams County for the SH 224 & York Street Pedestrian & Drainage Underpass Permanent Water Quality Facilities Maintenance

### **BACKGROUND:**

Adams County requested to construct a permanent water quality facility (pond) within CDOT SH 224 right-of-way (the "ROW") as part of the York Street Phase I project. The plan sheets are labeled as "Pedestrian/Drainage Culvert Improvements". This pond is designed to provide required water quality features per the Clean Water Act. The York Street Phase I project will direct the storm drainage pipes into this pond before the stormwater is released back to Clear Creek.

CDOT and Adams County desire to enter into this Agreement to delineate each Party's responsibilities for operating and maintaining the PWQ Facilities. CDOT and the Local Agency understand and agree that the Local Agency is to assume all maintenance obligations for all of the Permanent Water Quality (PWQ) Facilities under this Agreement, pursuant to CRS § 43-2-135, and as defined in the attached IGA.

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

Colorado Department of Transportation  
Parks and Open Space

**ATTACHED DOCUMENTS:**

IGA

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 APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY AND THE COLORADO DEPARTMENT OF  
TRANSPORTATION FOR THE STATE HIGHWAY 224 & YORK STREET  
PEDESTRIAN & DRAINAGE UNDERPASS PERMANENT WATER QUALITY  
FACILITIES MAINTENANCE**

**WHEREAS**, Adams County (“County”) and the Colorado Department of Transportation (CDOT), (collectively the “Parties”), desire to enter into an Intergovernmental Agreement (IGA) for the purpose of constructing a Permanent Water Quality (PWQ) Facility per the CDOT Multiple Separate Storm Sewer System on CDOT right-of-way (ROW); and,

WHEREAS, required approval, clearance and coordination have been accomplished between the agencies; and,

WHEREAS, the Parties desire to enter into this Agreement to delineate each Party’s responsibilities for operating and maintaining the PWQ Facilities; and,

WHEREAS, the County understands and agrees that it is to assume all maintenance obligations for all the PWQ Facilities under this Agreement, Pursuant to CRS § 43-2-135; and,

WHEREAS, CDOT confirms that it has the authority to enter into this Agreement and that no state or federal laws or regulations have been violated by entering into this Agreement. CDOT’s authority to enter into this Agreement exists pursuant to CRS § 43-2-101(4) (c) and CRS § 43-2-104.5.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and the Colorado Department of Transportation **for the State Highway 224 & York Street Pedestrian & Drainage Underpass Permanent Water Quality Facilities Maintenance**, 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 is authorized to execute said Agreement on behalf of Adams County.

**Permanent Water Quality Facilities Maintenance  
SH 224 & York Street Pedestrian & Drainage Underpass  
Adams County  
Sub account #: 20918  
Region 1 – vjm**

**Routing #: 19-HA1-XC-00116  
SAP #: 331001866**

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2019, and hereinafter referred to as the "Agreement," by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION ("State" or "CDOT"), and the ADAMS COUNTY, COLORADO, CDOT vendor # 2000055 ("Local Agency"), each of which may also be referred to herein individually, as a "Party" and collectively as the "Parties."

This Agreement shall not be effective or enforceable until it is approved and signed by an authorized signatory of the Local Agency and the Governor of the State of Colorado or the Governor's designee (the "Effective Date").

## **RECITALS**

1. The Local Agency wishes to construct permanent water quality ("PWQ") facilities per the CDOT Multiple Separate Storm Sewer System ("MS4") program within CDOT SH 224 right-of-way (ROW) as part of the SH 224 & York Street Pedestrian Drainage Underpass project ("PWQ Facilities").
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. CDOT and the Local Agency desire to enter into this Agreement to delineate each Party's responsibilities for operating and maintaining the PWQ Facilities. CDOT and the Local Agency understand and agree that the Local Agency is to assume all maintenance obligations for all of the PWQ Facilities under this Agreement, pursuant to CRS § 43-2-135.
4. CDOT confirms that it has the authority to enter into this Agreement and that no state or federal laws or regulations have been violated by entering into this Agreement. CDOT's authority to enter into this Agreement exists pursuant to CRS § 43-2-101(4) (c) and CRS § 43-2-104.5. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

5. The Local Agency has the resources to perform the desired maintenance on the PWQ Facilities that it is responsible for maintaining under the provisions of this Agreement.
6. These recitals are hereby incorporated into the terms of this Agreement.

## DEFINITIONS

1. “MS4”: a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):
  - a. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act (“CWA”) that discharges to waters of the United States;
  - b. designed or used for collecting or conveying stormwater;
  - c. which is not a combined sewer; and
  - d. which is not part of a Publicly Owned Treatment Works (POTW). See 5 CCR 1002-61.2(62).
2. “Drainage Facilities” refers to the permanent facilities and improvements intended to capture, detain, convey, reduce and/or manage stormwater runoff. Examples include, but are not limited to, stormwater drain inlets and pipes, flood-control-only facilities, water control facilities designed for non-MS4 purposes (whether to meet TMDL/TMAL requirements or that do not meet MS4 design criteria), PWQ Stormwater Conveyance Facilities, and PWQ Facilities. Also referred to as Stormwater Facilities, Storm Drainage Systems or Facilities, or Storm Sewers.
3. “Operation & Maintenance Manual” (“O&M”) refers to any owner’s manual and/or guide incorporated into **Exhibit A** hereto that addresses how the PWQ Facilities should operate and how to maintain them.
4. “PWQ Stormwater Conveyance Facilities” refers to the collection and conveyance systems, including inlets, catch basins, pipelines, and open channels that are used to transport stormwater to or from PWQ facilities. Any conveyance beyond the PWQ Stormwater Facility outfall (i.e. beyond the outlet structure) is in the PWQ Stormwater Conveyance Facilities.
5. “PWQ Stormwater Access Facilities” consist of the surface improvements such as fencing, security gates, and access roads which are needed to operate and maintain the PWQ facilities.
6. “PWQ Facilities” are stormwater facilities that are intended to provide water quality benefits and are specifically used to meet water quality requirements as outlined in the Colorado Discharge Permit System (“CDPS”).

7. The “PWQ Facilities,” “PWQ Stormwater Conveyance Facilities,” and “PWQ Stormwater Access Facilities” are collectively referred to as “Facilities.” This does not include “Drainage Facilities.”
8. “Stormwater” shall mean stormwater runoff, snow melt runoff, and surface runoff and drainage. See 5 CCR 1002-61.2(103).
9. “Stormwater Facilities” collectively refers to “drainage facilities” and “permanent water quality facilities”.
10. It is the intent of the Parties to this Agreement that all Facilities listed in **Exhibit A** shall be maintained by the Local Agency.

## **THE PARTIES AGREE THAT:**

### **Section 1. Scope of Work**

The Local Agency will maintain the Facilities as set forth and depicted in **Exhibit A**. Such maintenance by the Local Agency shall be conducted in accordance with all applicable statutes, CDOT MS4 requirements, applicable legal requirements, ordinances and regulations, and any O & M, which define the requirements to maintain the Facilities during their useful life. Maintenance shall include upkeep of the Facilities, cleaning, routine landscaping, removal of pollutants (including but not limited to sediment, debris, oil and other chemicals, trash or other solid waste), and minor structural repairs of the Facilities as necessary to meet the requirements of this Agreement. The Local Agency shall make proper provisions for such maintenance obligations each year.

### **Section 2. CDOT Commitments**

CDOT will be responsible for the following:

- A. In the event that safety concerns are identified relating to the Facilities, CDOT will partner with the Local Agency and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Facilities.
- B. In the event the Facilities fail due to surpassing their life cycle, the Parties will be responsible for improvements that are not covered by routine operations and maintenance responsibilities of the Local Agency per CDOT Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016. Only after funding for the improvement has been identified and obtained may the Parties perform major capital improvement of the Facilities, if necessary, per CDOT

Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016.

- C. CDOT (and FHWA, if applicable) will make periodic inspection of the Facilities to verify that they are being adequately maintained and will report required and recommended maintenance items to the Local Agency. CDOT may issue a written notice to cure deficiencies in the event the Local Agency fails to inspect, report, or properly maintain the Facilities identified in **Exhibit A**. In the event the deficiencies so noticed to the Local Agency are not remedied within three (3) months after said written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.
- D. CDOT will require inspection and maintenance documentation from the Local Agency every year of the useful life and operation of the Facilities identified in **Exhibit A** attached hereto.
- E. CDOT agrees it will not remove or alter the Facilities in such a way that reduces the documented treatment area as originally constructed. Should CDOT modify the Facilities to add additional treatment area, the changed treatment area shall be documented via a drainage report. CDOT may perform major reconstruction or capital improvement of the Facilities, if necessary, only after funding for the improvement has been identified and obtained per CDOT Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016. Prior to commencing any reconstruction activities, CDOT shall coordinate with the Local Agency to minimize impacts to landscaping enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency. Any fines levied against CDOT or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.

### **Section 3. Local Agency Commitments**

The Local Agency will be responsible for the following:

- A. The Local Agency will maintain, inspect and operate the Facilities and associated improvements identified in **Exhibit A** attached hereto to ensure that the Facilities are and remain in proper working condition in accordance with all applicable statutes, the Local Agency's and CDOT's MS4 requirements, applicable legal requirements, ordinances and regulations, and any O&M (for PWQ Facilities only), which define the Local Agency's obligations to maintain such improvements during their useful life. The identified Facilities shall be maintained by the Local Agency at its own expense, unless otherwise agreed to by the Parties in writing. CDOT agrees to grant the Local Agency entrance upon CDOT's right of way ("ROW") for the purpose of performing the maintenance activities provided the Local Agency first obtains an annual special use permit from CDOT. At the time of application for the special use permit, the Local Agency shall submit a Methods of Handling Traffic plan (MHT) to CDOT. The MHT shall adhere to the most current version of the CDOT Standard Plans and Specifications, Miscellaneous Standard Plans ("M&S Standards"), the most current Manual on Uniform Traffic Control Devices ("MUTCD"), and the most current Colorado Supplement to the MUTCD that has been formally adopted by the Colorado Transportation Commission. The Local Agency shall comply with and perform all requirements and provisions of the special use permit and MHT, including but not limited to those relating to access, safety, and traffic control, and shall restrict access to the ROW to only those persons and equipment necessary to perform the work described in this Agreement. Maintenance shall include upkeep of the Facilities, cleaning, routine landscaping, removal of pollutants (including but not limited to sediment, debris, oil and other chemicals, trash or other solid waste), and minor structural repairs of the Facilities as necessary to meet the requirements of this Agreement.
- B. The maintenance of the Facilities shall be performed in accordance with any applicable O&M for each specified Facilities.
- C. The Local Agency shall inspect the Facilities identified in **Exhibit A** attached hereto at the Local Agency's expense per the recommended frequency in the O&M (if applicable) for the Facilities, but in any case not less than annually. The inspections shall be performed by a person experienced in the inspection of stormwater facilities. Inspections must ensure proper Facilities function and compliance with the most stringent MS4 permit requirements. Inspection and maintenance reports shall be submitted in writing by the Local Agency to the CDOT Permanent Water Quality Manager by December 31<sup>st</sup> of each year for the Facilities that receive flows from CDOT right of way. Any inspection form may be used if it is acceptable by agreement of the Parties and meets CDOT's MS4 permit requirements. The Local Agency agrees to report maintenance activities to CDOT along with the inspection reports. The State (and FHWA, if applicable,) will make periodic inspections of the Facilities to verify that such improvements are being adequately maintained.
- D. The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications pertaining in any manner to the Facilities. The Local Agency shall maintain such records

permanently, in either paper or electronic form. The Local Agency shall under no circumstances destroy any such records. Upon the expiration or termination of this Agreement, the Local Agency shall return any records provided by the State to the Local Agency as directed by the State. If the Local Agency is prevented by law or regulation from returning any such records provided by the State, the Local Agency warrants it will guarantee the confidentiality of such records.

- E. In the event the Local Agency fails to properly inspect, operate, maintain, and/or report regarding the Facilities identified in **Exhibit A**, CDOT may issue a written notice to cure such deficiencies. In the event the deficiencies are not remedied within three (3) months after written notice of such deficiencies from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and/or repair work including labor, equipment, supplies and materials. If CDOT remediates any deficiencies, it is under no obligation to maintain or repair in the future. The Local Agency, its successors and assigns shall hold harmless CDOT, its agents and employees from any and all damages, accidents, casualties, occurrences or claims which might be asserted against CDOT arising out of or resulting from the construction, presence, existence, maintenance or use of the Facilities by the Local Agency.
- F. The Local Agency agrees it will not remove or alter the Facilities in any way that reduces the documented treatment area as originally constructed. Should the Local Agency modify the Facilities to add additional treatment areas, the changed treatment area shall be documented via a drainage report and as-built plans provided by the Local Agency to CDOT within the calendar year any such modification is completed by the Local Agency. With prior application to CDOT, and prior grant of consent by CDOT, the Local Agency may be permitted to expand or increase the capacity of the Facilities, and to landscape the area as determined by the Local Agency.
- G. Any fines levied against CDOT as a result of the Local Agency's failure to comply with the terms of this Agreement shall be the sole and absolute responsibility of the Local Agency or its successors.

#### **Section 4. Term and Termination Provisions**

- A. This Agreement shall not be effective until executed by both Parties. The maintenance obligations of the Local Agency under this Agreement shall commence on the Effective Date of this Agreement, and will remain in effect until this Agreement is terminated by mutual, written agreement of the Parties hereto or in accordance with the provisions of **Section 4. B**.
- B. Termination for Cause. If, through any cause, either Party shall fail to fulfill its obligations under this Agreement, or if either Party shall violate any of the covenants, conditions, provisions, or stipulations of this Agreement, the non-

defaulting Party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the other Party of its intent to terminate and providing at least thirty (30) days from the date of the notice within which to cure the default, unless the other Party can within said thirty (30) days reasonably show cause why termination is not appropriate.

## **Section 5. Legal Authority**

The Parties hereby warrant that each possesses the legal authority to enter into this Agreement and that each has taken all actions required by its respective procedures, rules, regulations, and/or applicable law to exercise that authority, and each has lawfully authorized its undersigned signatories to execute this Agreement and to bind each to its terms. The person(s) executing this Agreement on behalf of each Party warrants that such person(s) has full authority to execute this Agreement. The Local Agency may evidence such authority by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit B**.

## **Section 6. Representatives and Notice**

The State will provide a Facilities liaison with the Local Agency through the State's Region Director, Region 1, 2829 W. Howard Place, Denver, Colorado 80204. Said Region Director will also be responsible for coordinating the State's activities under this Agreement. All communications relating to the day-to-day activities for the inspection, maintenance and reporting work shall be exchanged between representatives of the State's Transportation Region 2 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below, or as either Party may from time to time designate in writing to the other Party as new or substitute representatives, addresses, telephone numbers and/or email addresses.

### **If to State:**

Gary W. Huber, PE-I  
CDOT Region 1 North Area Project Engineer  
4670 Holly Street  
Denver, Colorado 80216  
303-398-6768  
gary.huber@state.co.us

### **with a copy to:**

Rachel Hansgen, MPH  
CDOT Permanent Water Quality Manager  
2829 West Howard Place  
Denver, Colorado 80204  
303-757-9975  
rachel.hansgen@state.co.us



**If to the Local Agency:**

Rene Valdez, Transportation ~~Infrastructure and Stormwater~~ Manager  
Public Works Department  
Adams County, Colorado  
4430 S. Adams County Parkway  
Brighton, Colorado 80601  
720-523-6961  
rvaldez@adcogov.org

**Section 7. Successors**

Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors.

**Section 8. Governmental Immunity**

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, the Local Agency and their respective departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, *et seq.*, CRS, as now or hereafter amended, and the risk management statutes, §24-30-1501, *et seq.*, CRS, as now or hereafter amended.

**Section 9. Severability**

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**Section 10. Waiver**

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

**Section 11. Modification and Amendment**

- A. This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this

Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

- B. Either Party may suggest renegotiation of the terms of this Agreement, provided that the Agreement shall not be subject to renegotiation more often than annually, and that neither Party shall be required to renegotiate. If the Parties agree to change the provisions of this Agreement, the renegotiated terms shall not be effective until this Agreement is amended/modified accordingly in writing.

## **Section 12. Disputes**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the Parties will be decided by the Chief Engineer of the Colorado Department of Transportation. The decision of the Chief Engineer shall be final and conclusive unless, within 30 calendar days after the date of such written decision, the Local Agency gives notice to the State of its written appeal addressed to the Executive Director of the Colorado Department of Transportation. A copy of the Local Agency's written appeal shall be enclosed with said notice. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director of the Colorado Department of Transportation or his or her duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for hereunder. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## **Section 13. Does not supersede other agreements**

This Agreement is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other maintenance and operations services on State Highway rights-of-way.

## **Section 14. Sub-Local Agencies**

The Local Agency may subcontract any part of its performance required under this Agreement, subject to reasonable advance written notice to and consent thereto by the State. The State understands that the Local Agency may intend to perform some or all of its obligations under this Agreement through a subcontract. The Local Agency shall not assign any of its obligations of performance under this Agreement without the express written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective lawful successors.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

**\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

**THE LOCAL AGENCY  
Adams County, Colorado**

Print: \_\_\_\_\_  
Name of Authorized Individual

Title: \_\_\_\_\_  
Official Title of Authorized Individual

\_\_\_\_\_  
\*Signature

Date: \_\_\_\_\_

2nd The Local Agency Signature if Needed

Print: \_\_\_\_\_  
Name of Authorized Individual

Title: \_\_\_\_\_  
Official Title of Authorized Individual

\_\_\_\_\_  
\*Signature

Date: \_\_\_\_\_

**STATE OF COLORADO**

**JARED S. POLIS, GOVERNOR**

Colorado Department of Transportation  
**Shoshana M. Lew, Executive Director**

\_\_\_\_\_  
By: **Joshua Laipply, P.E., Chief Engineer**

Date: \_\_\_\_\_

## **EXHIBIT A – SCOPE OF WORK**

SH 224 and York St. Permanent Water Quality Pond Maintenance  
Scope of Work:

PWQ Facilities (permanent water quality pond), and associated engineered features to be designed and constructed by the Local Agency within CDOT SH 224 ROW near and west of York Street as a part of project “SH 224 & York Street Pedestrian & Drainage Underpass”, (20805-01BLRT). Refer to Sheets GP01, UD01, and Exhibit 1 within this **Exhibit A**.

Maintenance shall be as delegated below. Maintenance includes upkeep, cleaning, trash removal, sediment and debris removal, repair, and replacement as necessary related to the areas of responsibility as outlined below.

### **CDOT Responsibilities**

1. Normal wear and maintenance of SH 224 roadway pavement.
2. Standard maintenance of the roadway sideslope adjacent to the water quality pond, but not considered part of the pond. Examples include but are not limited to trash removal, necessary regrading, previously existing pipes, and mowing.
3. SH 224 travelled way signage and striping.
4. Roadway delineators not impacted by the water quality pond.
5. Median cover.
6. Signalization and signal device maintenance.

### **Local Agency Responsibilities**

1. PWQ Facilities and associated features.
2. Any abnormal wear or damage to the roadway or adjacent embankment (examples are subsidance, erosion, improper hydraulic flow, cracking, or other damage to the roadway due to the presence of the PWQ Facilities and associated features, structures and water flow.
3. The embankment, riprap, and vegetation within the footprint of the project.
4. PWQ Facilities access road, and associated signs, delineators and features.
5. SH 224 signage, markings, and delineators related to the PWQ Facilities.
6. Sediment removal from the PWQ Facilities and associated features.
7. Mitigation and repair of other issues that may arise as the result of the PWQ Facilities and associated features’ proper or improper function. Examples include but are not limited to upstream flooding and erosion, plugged drainage system features, improperly sized or incorrect configuration of system features, wetlands or other vegetation development, roadside ponding, ponding into the roadway, and embankment erosion.
8. Any fencing adjacent to the PWQ Facilities.

### **SH 224 and York St. Permanent Water Quality Pond Operations Legacy Responsibility**

PWQ Facilities and associated engineered features to be designed and constructed by the Local Agency within CDOT SH 224 ROW near SH 224 and West of York Street as a

part of project “SH 224 & York Street Pedestrian & Drainage Underpass”, (20805-01BLRT). Refer to Sheets GP01, UD01, and Exhibit 1 within this **Exhibit A**.

CDOT and the Local Agency hereby agree that the Local Agency shall be solely responsible for the operations and maintenance of the PWQ Facilities and associated features, and any future costs that may arise as a result of the PWQ Facilities and associated features requiring change, reconfiguration, relocation, or any other modification for future widening or modification of SH 224, roadways, structures, or features that may require modification for the benefit of the SH 224 corridor, and described herein.

### **CDOT Responsibilities**

1. Normal wear of roadway pavement.
2. Travelled way signage and striping.
3. Roadway delineators approaching the pedestrian culvert underpass.
4. Median Cover.
5. Signalization and signal devices at York Street.

### **Local Agency Responsibilities**

1. Complaints, issues, litigation, or other legal actions that may arise as a result of the presence, configuration, functionality, and geometry of the PWQ Facilities and associated features. Examples include but are not limited to: abnormal roadway degradation, channel degradation, ponding, flooding, environmental impacts, icing, bicycle crashes, vehicle crashes, or other unsafe conditions that arise due to the roadway and roadside geometry, design, or maintenance of the PWQ Facilities and associated features.
2. The Local Agency shall contribute to any additional future design, construction, right-of-way, utilities, and permitting costs necessary for CDOT to modify or widen SH 224 due to the presence of the PWQ Facilities and associated features, utilities placed as a result of this project, and associated features. This includes:
  - a. Relocating or modification of the PWQ Facilities as necessary, and removal and replacement of any necessary features.
  - b. Modification of the PWQ Facilities access road.
  - c. Protection and placement of utilities.
  - d. Ancillary work necessary to account for the presence of the PWQ Facilities and associated features such as clearing and grubbing, tree removal, seeding, waterway channel work, slope stabilization, scour mitigation, backfill, environmental permitting, floodplain permitting, or any other items necessary to compensate for the presence of the PWQ Facilities to modify SH 224 and the SH 224 corridor (this shall not include any work that would have been necessary to modify SH 224 regardless of the presence of the PWQ Facilities) and associated features.
3. Future maintenance or repair work that may be necessary due to the presence of the impacted water line as shown on sheet WT 01 within this **Exhibit A**, sanitary sewer line as shown on sheets SS01, SS02, Exhibits 2 and 3 within this **Exhibit A**, or any other utilities within the disturbed project footprint.

# ADAMS COUNTY, COLORADO

## PEDESTRIAN / DRAINAGE CULVERT IMPROVEMENTS

### STATE HIGHWAY 224

JANUARY, 2018



 **VICINITY MAP**  
NOT TO SCALE

**OWNER**

Adams County  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601  
CONTACT: ANNA SPARKS, P.E., C.F.M.  
asparks@adcogov.org  
(720) 523-6859

**CIVIL ENGINEER**

Drexel, Barrell & Co.  
1800 38th STREET  
BOULDER, COLORADO 80301  
CONTACT: PAUL MOREAU, P.E.  
pmoreau@drexelbarrell.com  
(303) 442-4338

**SHEET NO.**


1	CS01	COVER SHEET
2	NT01	GENERAL NOTES & LEGEND
3	MS01	CDOT M&S STANDARD PLAN LIST
4-5	TS01-02	TYPICAL SECTIONS
6-7	DT01-02	DETAILS
8	SV01	SURVEY CONTROL DIAGRAM
9	DM01	DEMOLITION PLAN
10	OS01	OVERALL SITE PLAN
11-12	PP01-02	TRAIL PLAN & PROFILE
13	GP01	GRADING PLAN
14	RR01	RIPRAP PLAN
15	RR02	RIPRAP DETAILS
16-17	SS01-02	SANITARY PLAN & PROFILE
18-19	ST01-02	STORM SEWER PLAN & PROFILE
20	UD01	UNDERDRAIN PLAN & PROFILE
21	WT01	WATER PLAN & PROFILE
22-29	SWMP01-08	STORM WATER MANAGEMENT PLAN
31	SP01	SIGNING AND STRIPING PLAN (FUTURE)
32	TC01	TRAFFIC CONTROL PLAN (FUTURE)

**INDEX OF SHEETS**

PREPARED BY:

**DBC**  
Drexel, Barrell & Co.  
Engineers • Surveyors  
1800 38TH STREET  
BOULDER, COLORADO 80301  
CONTACT: PAUL D. MOREAU, P.E.  
(303) 442-4338  
BOULDER  
COLORADO SPRINGS  
GREELEY

OWNER/CLIENT:

  
**ADAMS COUNTY**  
COLORADO  
4430 SOUTH ADAMS COUNTY  
PARKWAY  
BRIGHTON, CO 80601  
(720) 523-6895  
ANNA SPARKS, P.E., C.F.M.

CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_CS01

ORIGINAL DRAWING SCALE:  
HORIZONTAL: N/A  
VERTICAL: N/A

COVER  
SHEET

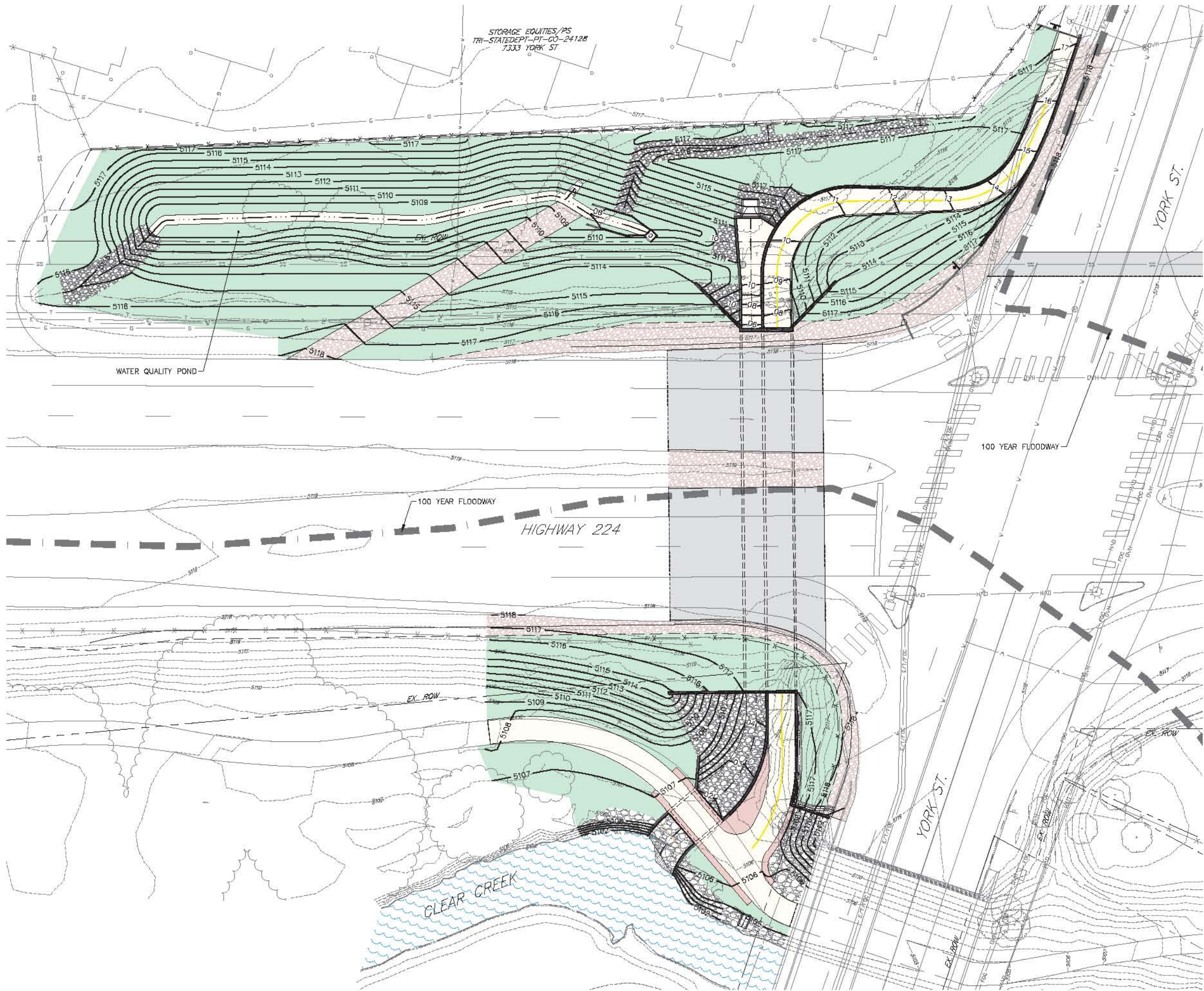
PROJECT: 20805-01BLTR  
DRAWING NO.

**CS01**

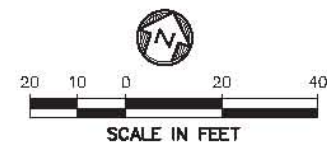
SHEET: 1 OF 29







WATER QUALITY POND  
TARGET W.Q.C.V. = .136 AC-FT  
(FOR YORK ST. NEW IMPERVIOUS AREAS ONLY)  
W.Q.C.V. PROVIDED = .136 AC-FT



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OWNER/CLIENT:

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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/18
PROGRESS SET	1/8/19
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DRAWN BY:	GSG
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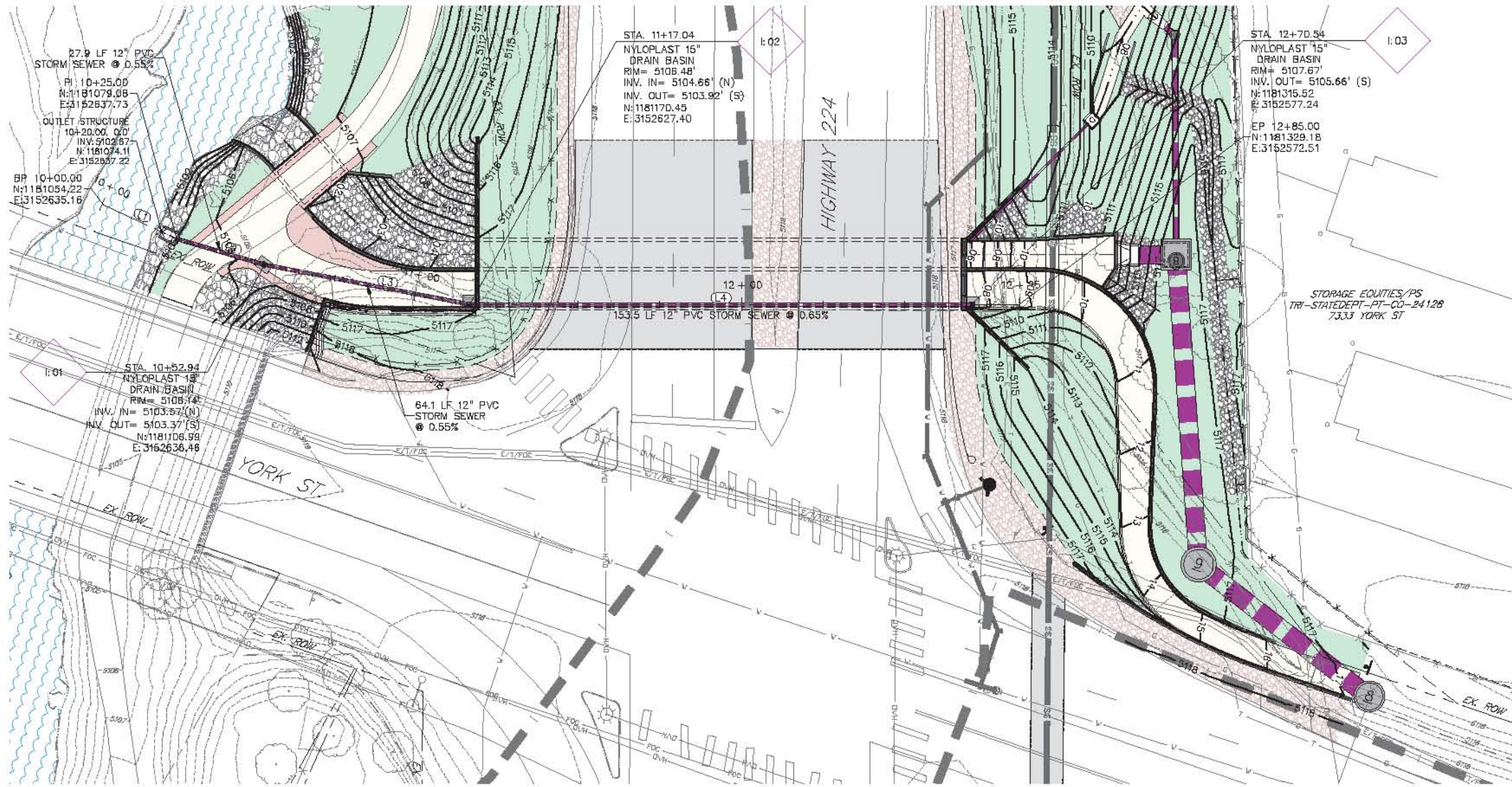
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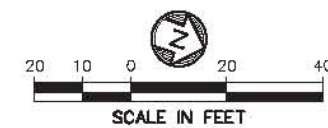
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SHEET: 13 OF 29





UNDERDRAIN ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N5°54'00"E
L2	27.94		N2°36'51"W
L3	64.10		N8°07'15"W
L4	167.96		N19°04'36"W



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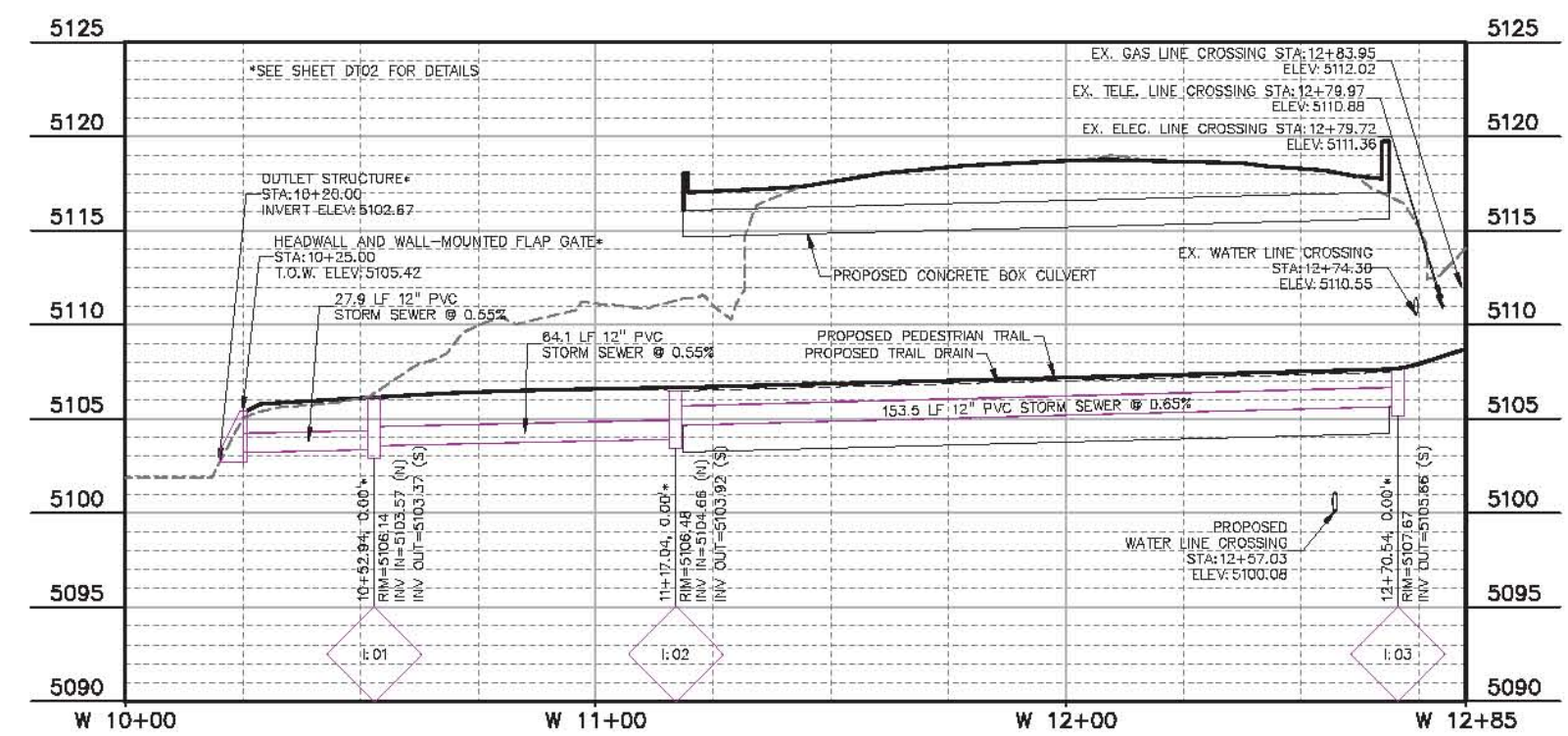
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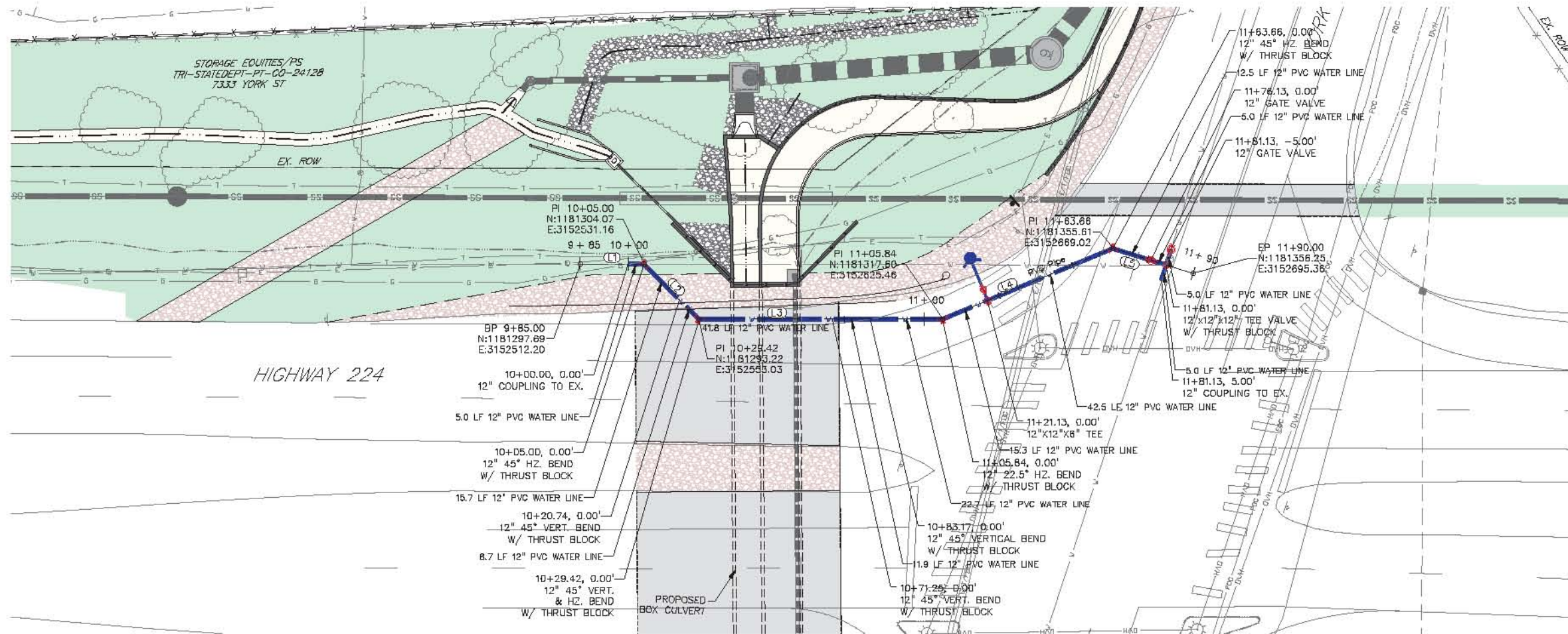
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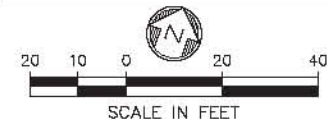
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L2	24.42		S63°36'21"E
L3	76.43		N71°23'39"E
L4	57.81		N48°53'39"E
L5	26.34		N88°36'40"E



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CONSTRUCTION PLANS FOR:  
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ADAMS COUNTY, COLORADO

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PROGRESS SET	1/8/18
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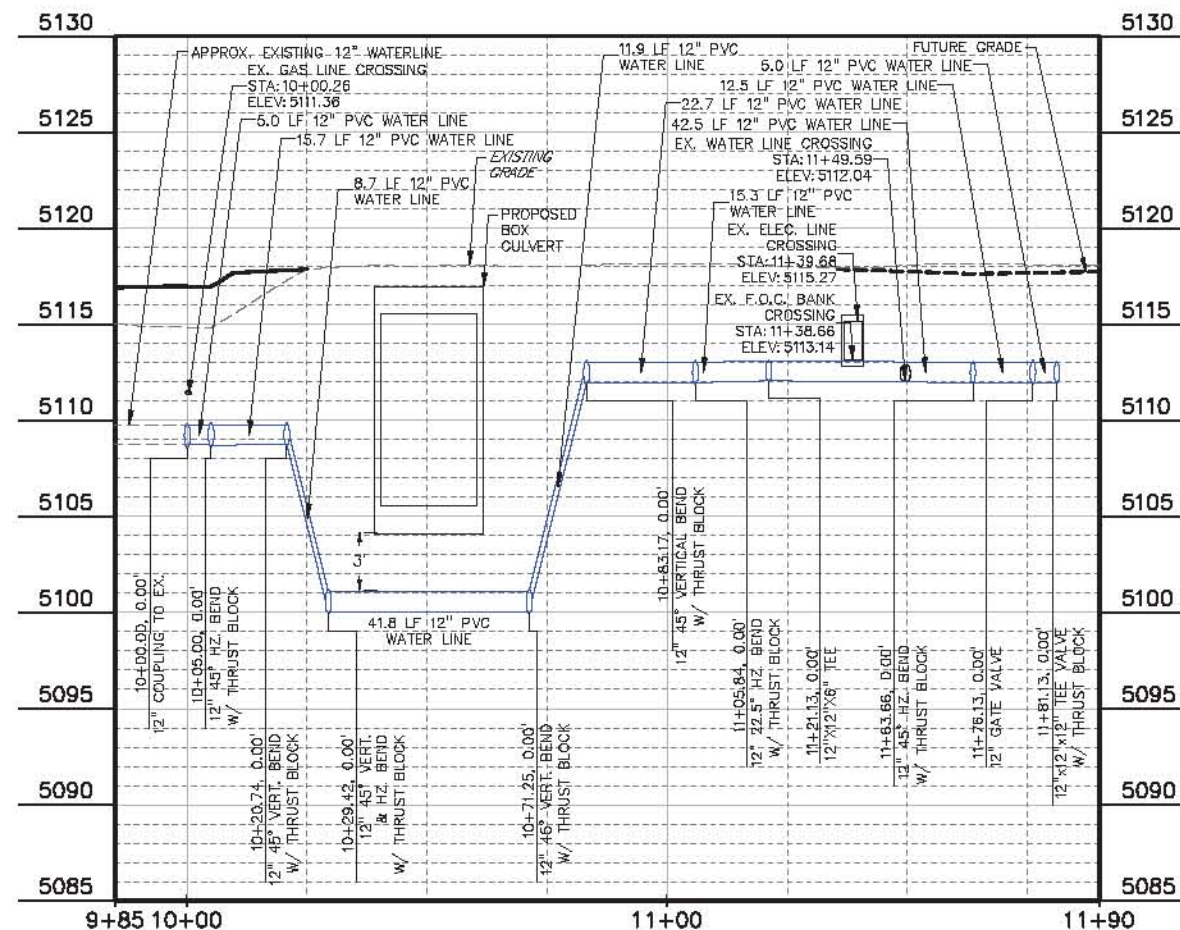
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**WATER  
PLAN &  
PROFILE**

PROJECT: 20805-01BLTR  
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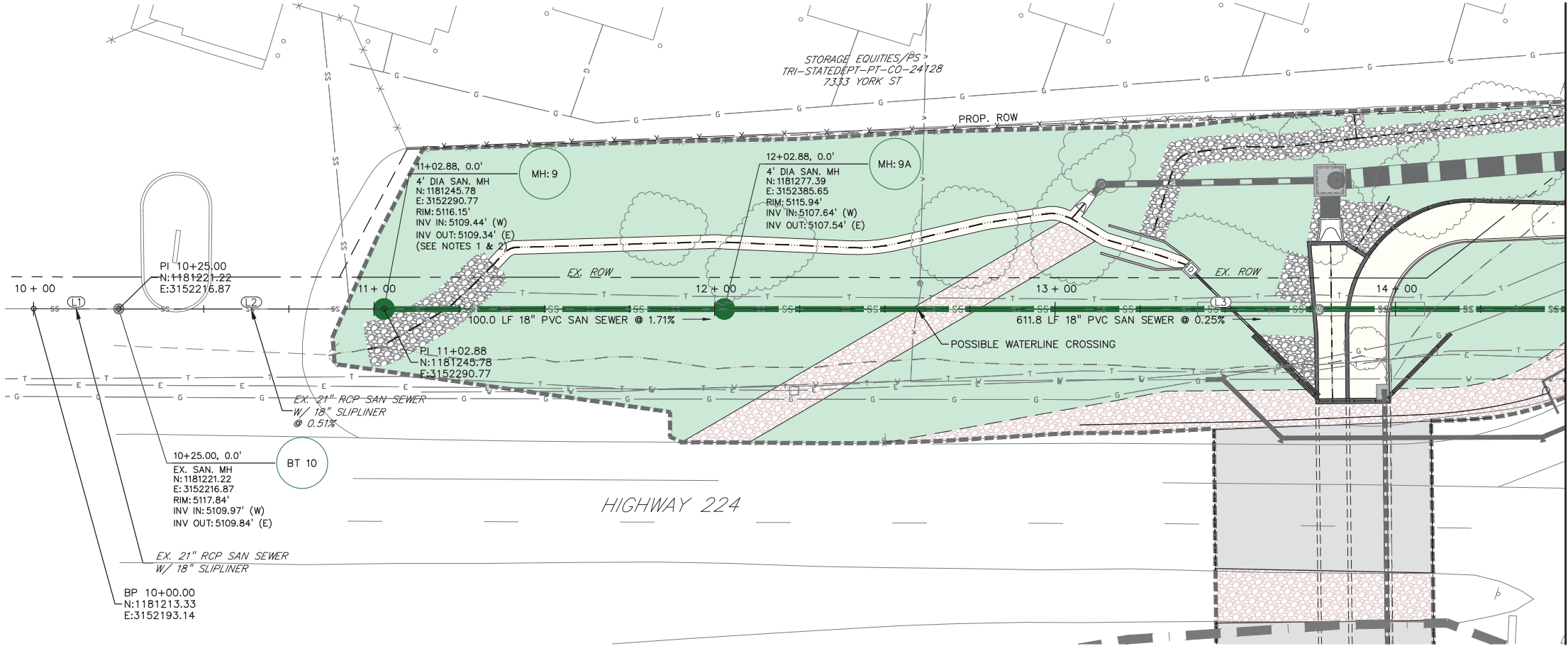
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MATCHLINE 14+50

SANITARY LINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N71°36'45"E
L2	77.88		N71°36'45"E
L3	711.76		N71°34'35"E
L4	35.36		N71°33'13"E



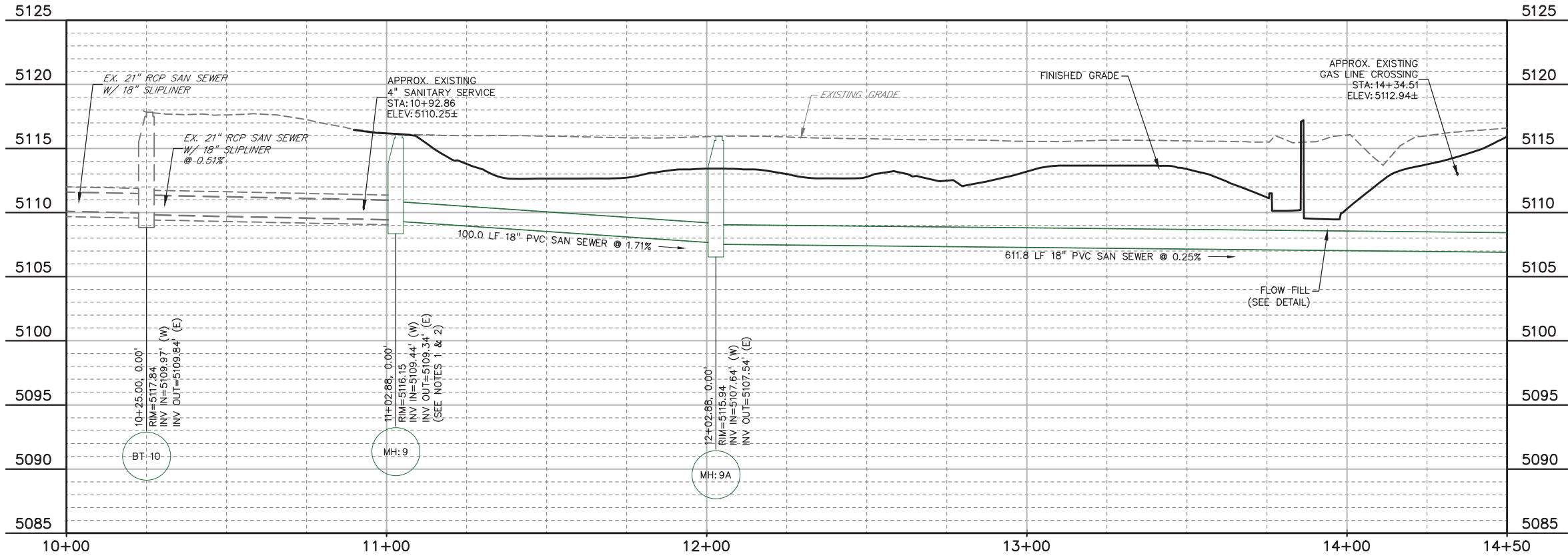
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UNDERPASS**  
ADAMS COUNTY, COLORADO



### SANITARY SEWER NOTES

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PROGRESS SET 1/8/18

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CHECKED BY: TDM

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VERTICAL: 1"=5'

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PROFILE**

PROJECT: 20805-01BLTR

DRAWING NO.

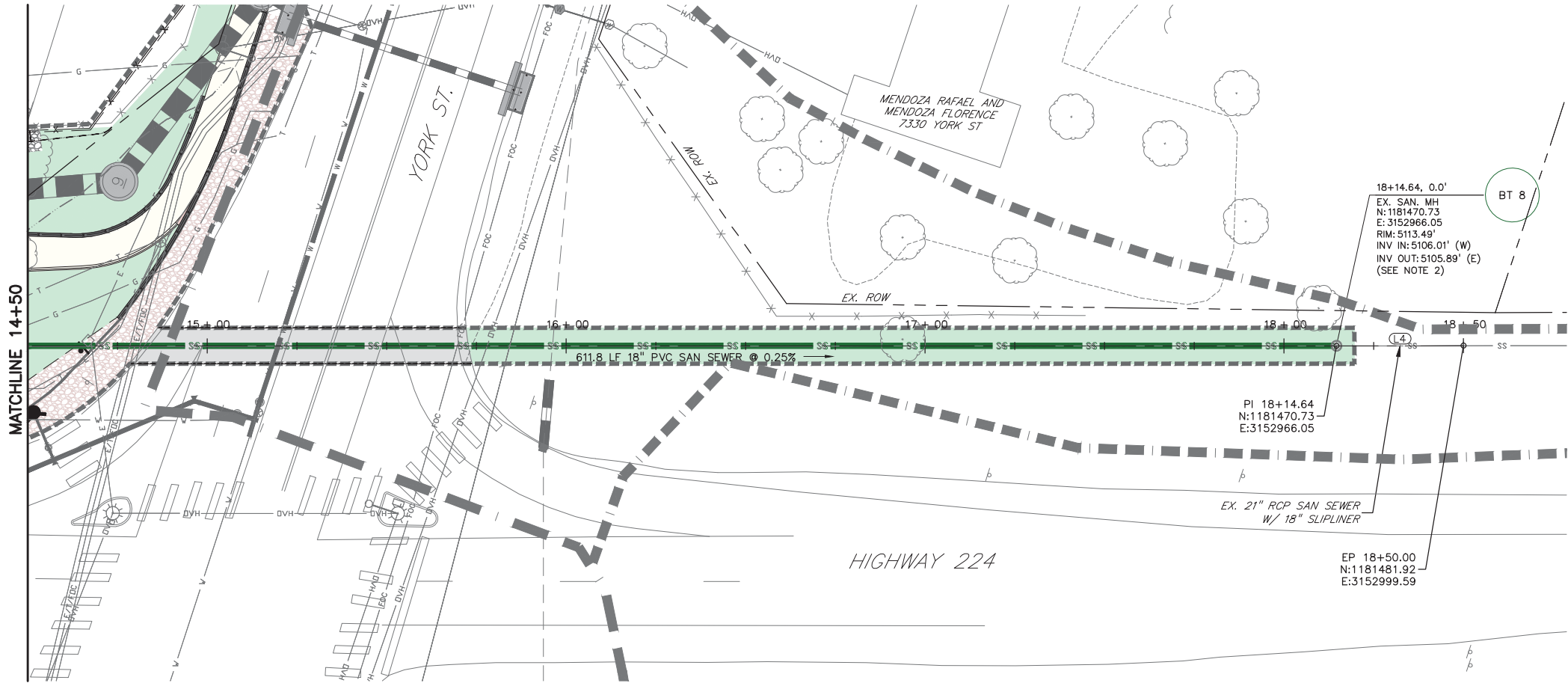
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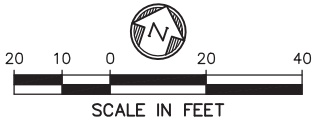


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Call before you dig.

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SANITARY LINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N71°36'45"E
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L3	711.76		N71°34'35"E
L4	35.36		N71°33'13"E



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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

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CHECKED BY: TDM

FILE NAME: 20805-01\_SS01

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VERTICAL: 1"=5'

**SANITARY  
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PROFILE**

PROJECT:20805-01BLTR  
DRAWING NO.

**SS02**

SHEET: 17 OF 29

### SANITARY SEWER NOTES

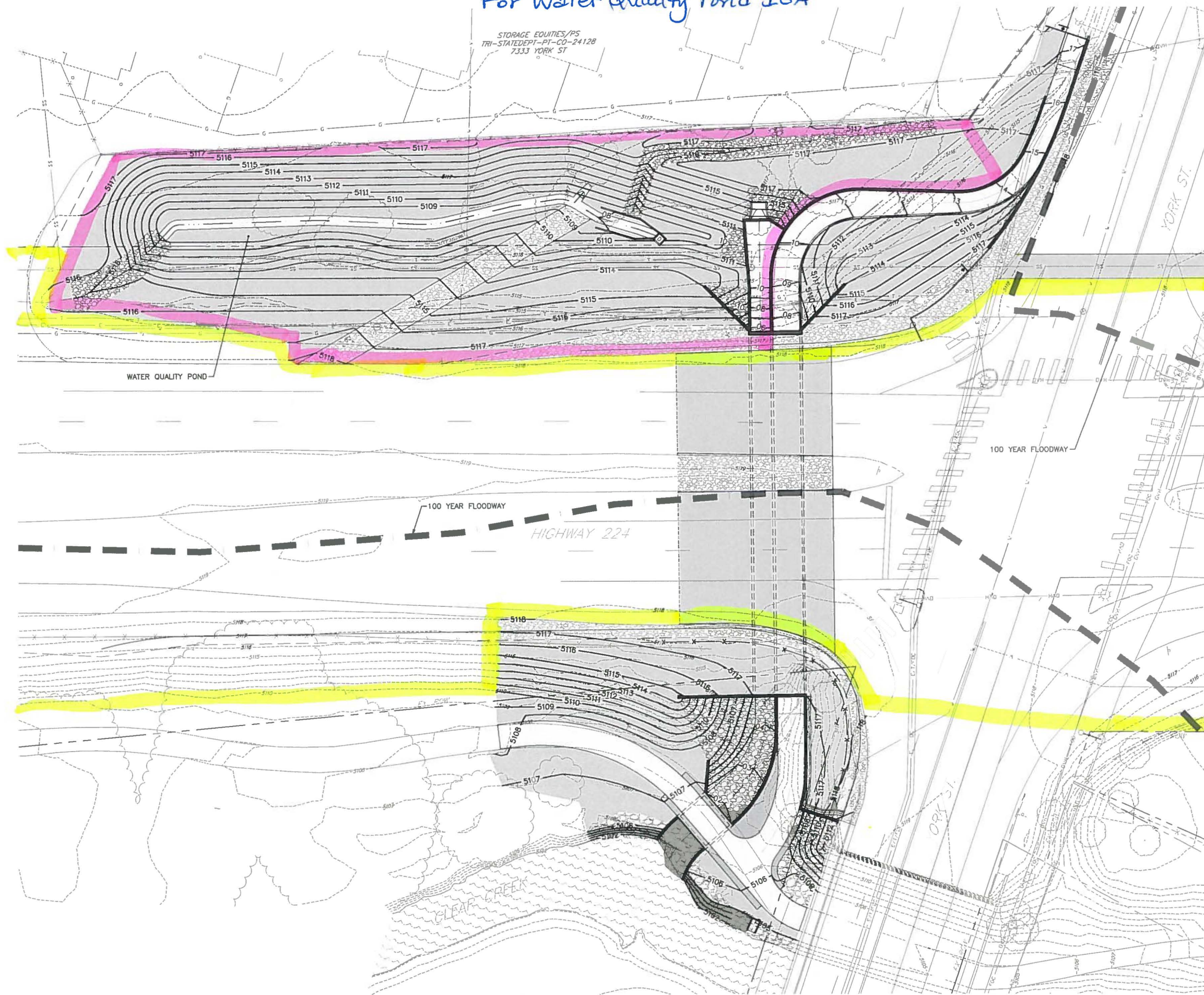
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# For Water Quality Pond IGA

STORAGE EQUITIES/PS  
TRI-STATE DEPT-PT-CO-24128  
7333 YORK ST



**= Adams County  
Water Quality Pond -  
Maintenance by Adams  
County**

**= CDOT SH-224  
Maintenance by  
CDOT except where  
disturbed by Adams  
County**

**EXHIBIT 1**

PREPARED BY:

**DBC**  
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GREELEY

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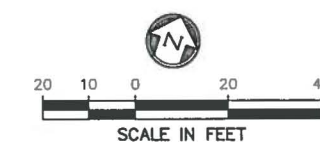
**ADAMS COUNTY**  
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ISSUE	DATE
PRELIMINARY SET	11/30/16
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DESIGNED BY:	PDM
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CHECKED BY:	TDM
FILE NAME:	20805-01_GP01

WATER QUALITY POND  
TARGET W.Q.C.V. = .136 AC-FT  
(FOR YORK ST. NEW IMPERVIOUS AREAS ONLY)  
W.Q.C.V. PROVIDED = .136 AC-FT



ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: N/A

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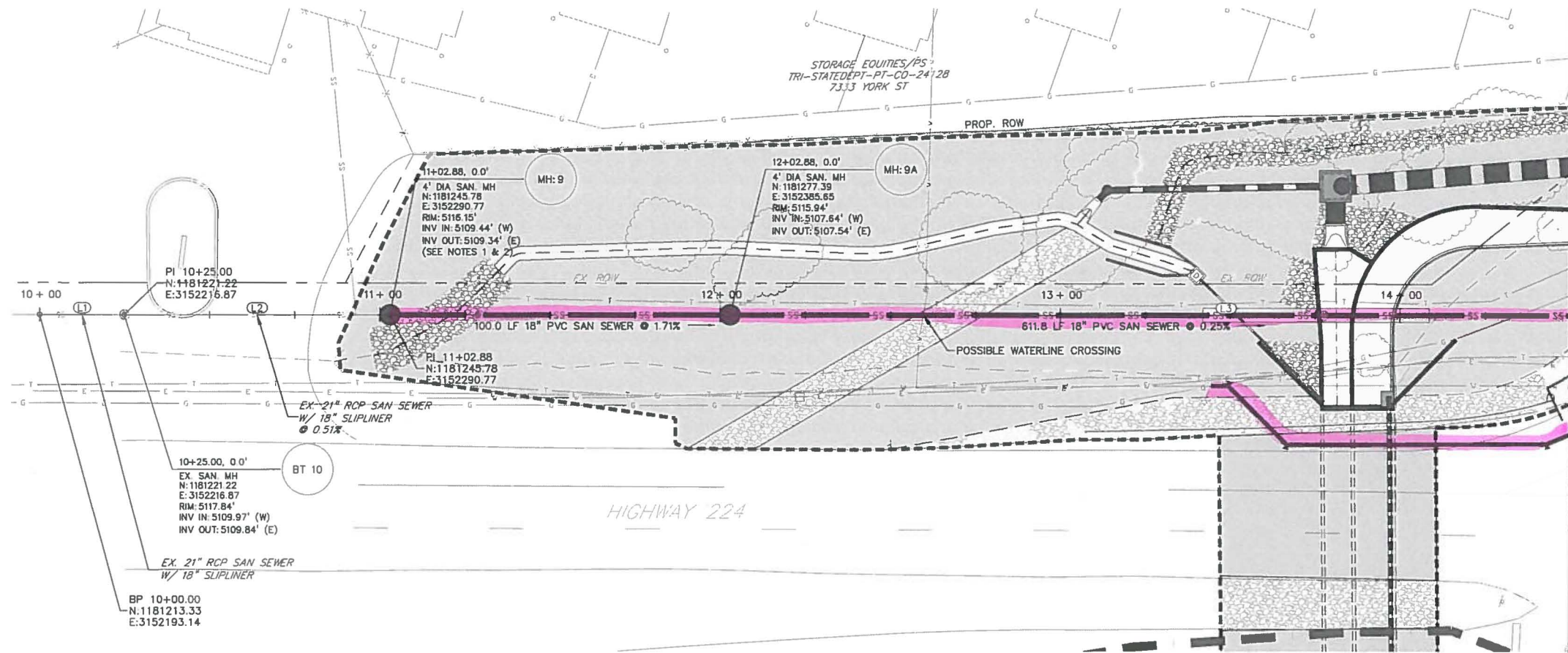
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SHEET: 13 OF 29





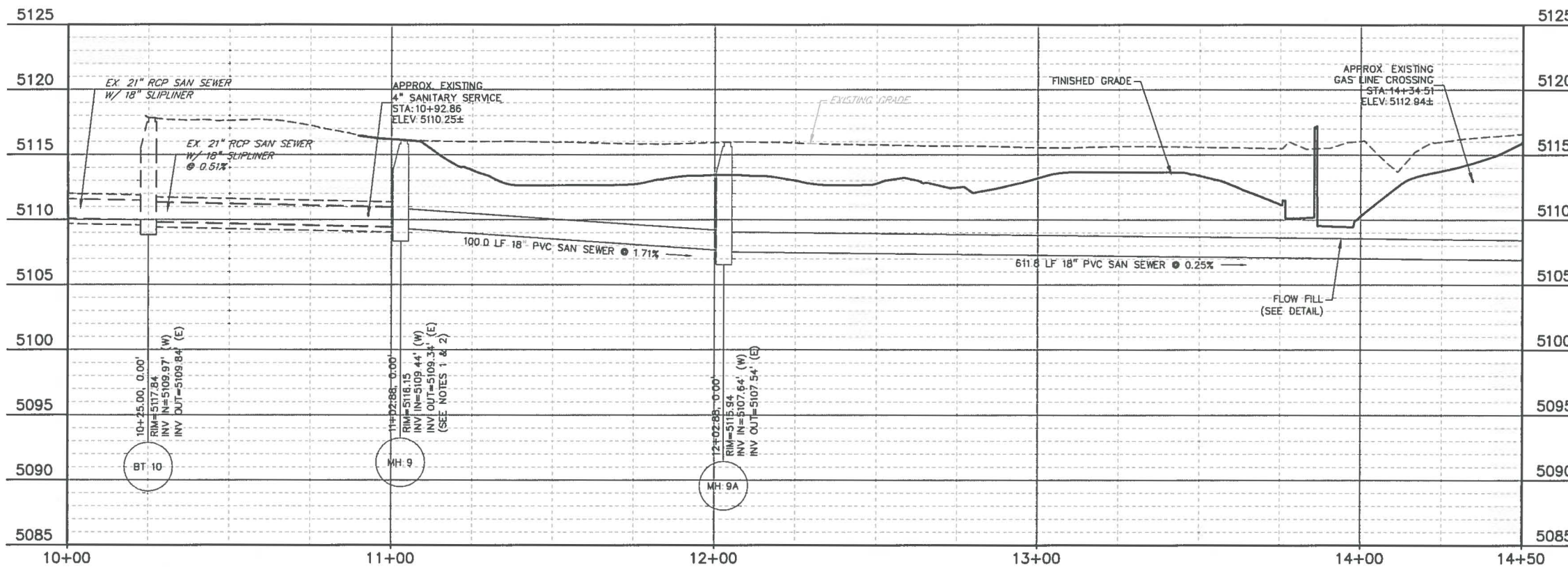


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NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N71°36'45"E
L2	77.88		N71°36'45"E
L3	711.76		N71°34'35"E
L4	35.36		N71°33'13"E



*Adams County project  
relocation of utility lines*

**EXHIBIT 2**



### SANITARY SEWER NOTES

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DRAWN BY:	GSB
CHECKED BY:	TDM
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**SANITARY  
PLAN &  
PROFILE**

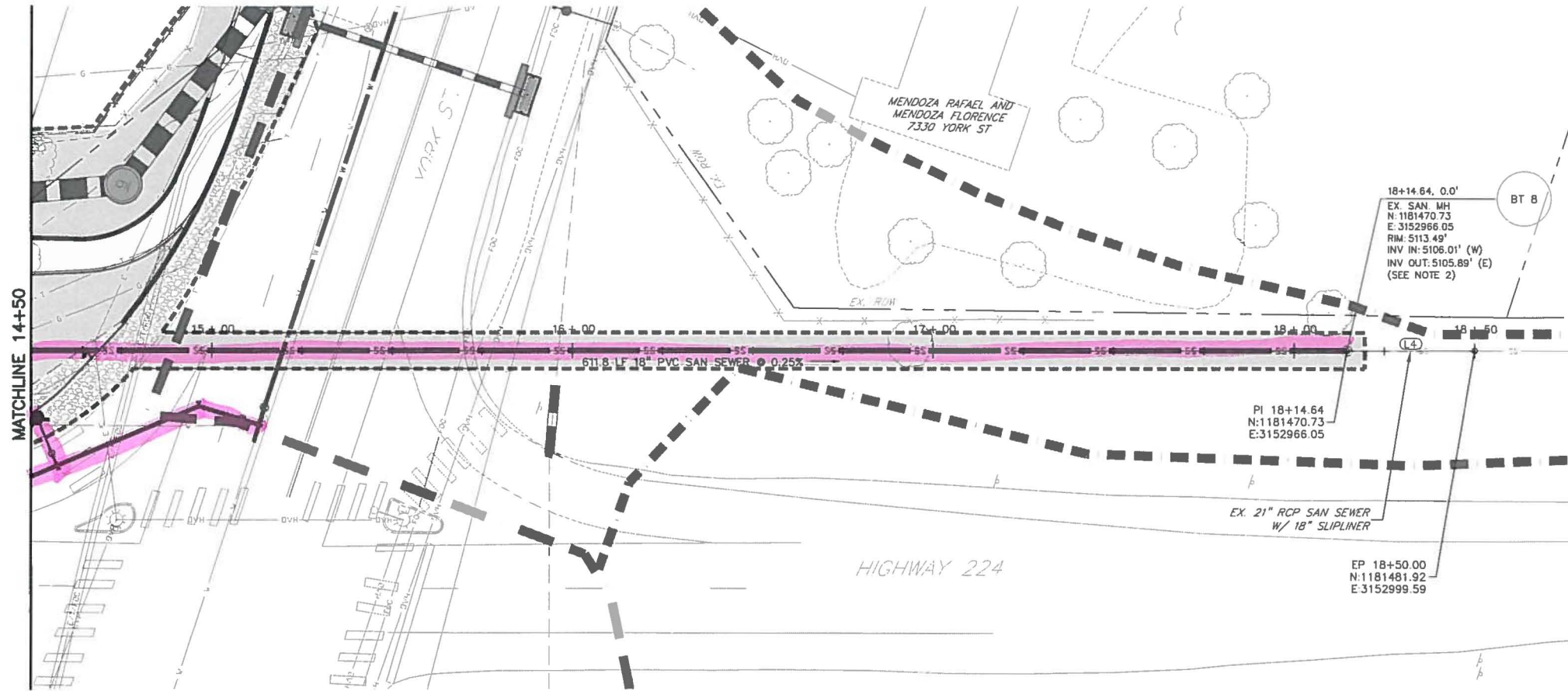
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**SS01**

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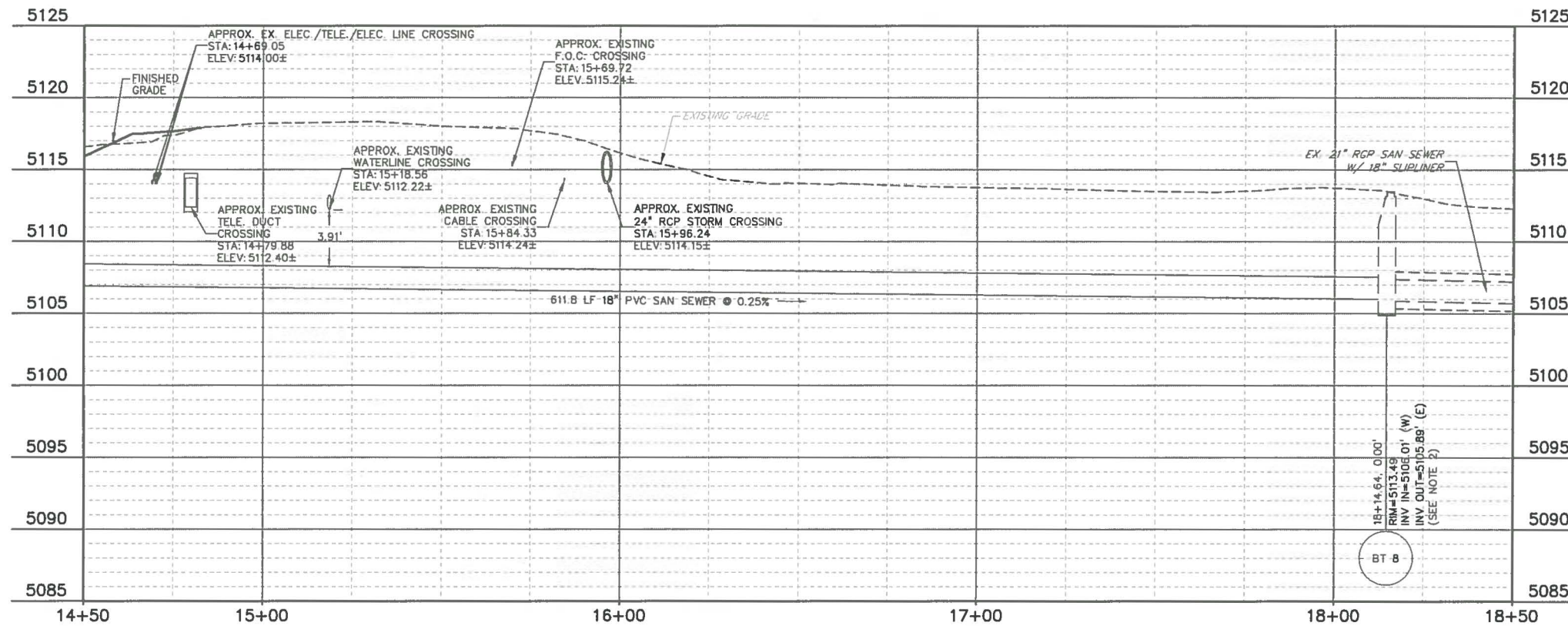


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     = Adams Co. project relocation of utility lines

EXHIBIT 3



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PROJECT: 20805-01BLTR  
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**SS02**

SHEET: 17 OF 29



**Drainage Report**  
For  
**York Street Improvements**  
Adams County, Colorado

July 12, 2016  
Revised January 22, 2018  
Revised November 20, 2018  
Revised December 20, 2018  
Revised February 14, 2019

Prepared for:

**Adams County, Colorado**  
4430 South Adams County  
Brighton, CO  
Contact: René Valdez  
(720) 523-6961

Prepared by:

**Drexel Barrell & Co.**  
1800 38<sup>th</sup> Street  
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Contact: Steve Leslie, P.E., C.F.M.  
(303) 442-4338

Project Number: 20805-00BLTR



## ENGINEER'S CERTIFICATION OF DRAINAGE REPORT:

This statement must be included and signed in all preliminary and final drainage reports by the engineer who prepared or supervised the design.

"I hereby certify that this report (plan) for the final drainage design of the York Street Improvements was prepared by me (or reviewed by me) in accordance with the provisions of Adams County Storm Drainage Design and Technical Criteria for the owners thereof. I understand that Adams County does not and will not assume liability for the facilities designed by others"

**For, and on Behalf of, Drexel, Barrell & Co.**



---

Steve Leslie, Colorado P.E. #26096

**Final Storm Water Report  
York Street Improvements  
Adams County, Colorado**

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## **1.0 INTRODUCTION**

This report is prepared in accordance with Adams County Storm Drainage Design and Technical Criteria and is required as part of the proposed York Street Improvements.

York Street Improvements is a roadway improvement project along the York Street corridor within the jurisdiction of Adams County (ADCO). The project will widen York Street from 78th Ave to Highway 224 from two lanes to a 2 lane corridor (2 lanes each direction plus a center shared turn lane), providing curb and gutter, drainage improvements, and sidewalk. This report also includes the Pedestrian and Drainage Culvert Improvements under SH224.

This drainage report, prepared by Drexel Barrell & Co. for the ADCO Public Works Department, summarizes the storm drainage analysis and the recommended storm drainage improvements associated with this roadway improvement project.

## **2.0 PROJECT LOCATION**

The York Street Improvements project is located in Adams County between 78th Ave and Highway 224. The Box Culvert is located below Highway 224, immediately west of SH224. The project location is identified on the Vicinity Map located in Appendix A.

## **3.0 STORM DRAINAGE DESIGN CRITERIA & METHODOLOGIES**

This drainage report and the proposed drainage improvements have been completed in accordance with the *Adams County Development Standards & Regulations Manual (2017)*.

The design storm return period is 5-yr for the minor storm and 100-yr for the major storm. Storm sewer inlets and piped systems were designed to carry the 5-year storm event.

York Street was classified as an "arterial" street classification. No curb overtopping and two-10-foot travel lanes free of water was used in the 5-year design.

The rational method and Hydraflow computer software program was utilized for hydrological calculations. HY-8, Hydraflow, UDIInlet and Flowmaster computer software programs were utilized for the hydraulic, street drainage, inlet sizing, and pipe design calculations.

Storm drainage improvements within the SH224 right-of-way have been completed in accordance with the Drainage Design Manual, Colorado Department of Transportation, 2004.

#### **4.0 PREVIOUS DRAINAGE STUDIES**

The project area is located within the planning area of the completed storm drainage master plan study identified below.

- A.** *Outfall Systems Planning of the Western Hills Area Study (OSP), December 1992* (WRC 1992). This is the most recent Master Plan for the project corridor. Pertinent information from this Master Plan is included in the Appendices C and F. The project corridor is included in OSP Basins 78 and 82 with OSP outfall locations 378 and 382 respectively.
- B.** Welby Business Park
  - a. Phase II Site Planset – Civil & Survey, Sorenson Engineering, Inc., 1/19/18.
  - b. Drainage Report (unavailable for review)

#### **5.0 EXISTING STORM DRAINAGE CONDITIONS**

The existing land use tributary to the project area consists of a mixture of residential (Single Family and Multi-Unit attached), commercial and undeveloped land use (Historic). Developed properties that release drainage per Adams County Storm Sewer Criteria, at a historic rate, were deemed historic land use.

NRCS hydrological soil groups within the project area are Type C. Hydrological soil group mapping is included in Appendix B.

The project corridor is located north of Clear Creek. Existing drainage sheet flows or releases to drainage ditches adjacent to each side of York St. Drainage is conveyed via open channel flow and culverts south, ultimately discharging to Clear Creek. Drainage is ultimately conveyed to Clear Creek via two pipes, a 36" storm pipe on the West side of York St. and a 24" pipe on the East side of York St. The capacity of the 36" pipe is approximately 51 cfs and the capacity of the 24" pipe is approximately 27 cfs (see Appendix C for calculations). Additional flows will pond until SH224 is overtopped or flows are conveyed east along the north side of SH224.

The OSP identifies 100-year flows (proposed development with existing drainage facilities) along the York Street, within the project corridor, of 199 cfs and 278 cfs at design points 382 and 378 respectively. The existing road cross section located 100 ft north of 74th Ave can adequately convey approximately 350 cfs (See Appendix C).

## 6.0 PROPOSED STORM DRAINAGE CONDITIONS

### A. Hydrology

#### 1. York Street:

Local storm drainage basins, tributary to the project corridor under proposed conditions, were delineated and are shown in the Drainage Plan on Sheets DR01, DR02 and DR03 located in Appendix I. Hydrologic analysis of these catchments was completed using the Rational Method for the 5-year and 100-year storm events in accordance with ADCO drainage criteria. Basin delineations, areas, runoff coefficients and 5- and 100-year flow rates are shown on Drawings DR01, DR02 and DR03 as well as Table 1. Complete calculations are included in Appendix D. Table 1, shown below, is a summary of the flow for each basin.

**Table 1- Discharge Summary, Proposed Conditions, Basin A**

Basin and Discharge Summary							
Basin ID	5-Yr Design Point	100-Yr Design Point	Runoff Coefficient		Direct Discharge (cfs)		Comment
			C <sub>5</sub>	C <sub>100</sub>	5-Yr	100-Yr	
A1A	I:21		0.82	0.89	0.2	0.3	Type 13 Combo-On Grade
A1	I:20	W1	0.41	0.64	10.0	30.0	5' Type R-On Grade
A2	I:18	W2	0.50	0.70	6.2	16.4	5' Type R-On Grade
A3	I:19	E1	0.82	0.89	2.6	5.4	5' Type R-On Grade
A4	I:17		0.32	0.60	6.5	22.9	5' Type R-On Grade
A5	I:16	E2	0.82	0.89	1.9	3.9	5' Type R-On Grade
A6	EX:4		0.17	0.51	5.9	33.9	Future Detention pond

Basin and Discharge Summary							
Basin ID	5-Yr Design Point	100-Yr Design Point	Runoff Coefficient		Direct Discharge (cfs)		Comment
			C <sub>5</sub>	C <sub>100</sub>	5-Yr	100-Yr	
A7	I:15	W3	0.73	0.83	3.0	6.5	5' Type R-On Grade
A8	ES:4		0.18	0.52	1.7	9.3	18 Inch RCES
A9	I:13	W4	0.60	0.75	1.7	4.2	5' Type R-On Grade
A10	I:14	E3	0.82	0.89	2.9	5.9	5' Type R-On Grade
A11	I:12		0.82	0.89	2.2	4.6	Type 13 Combo-Sump
A12	EX:3		0.16	0.51	0.8	5.1	Existing Structure
A13	I:10	W5	0.82	0.89	2.1	4.3	5' Type R-On Grade
A14	I:11	E4	0.82	0.89	1.5	3.0	5' Type R-On Grade
A15	EX:2		0.16	0.51	0.6	3.5	Existing Structure
A16	I:9	W6	0.82	0.89	0.8	1.7	5' Type R-On Grade
A17	I:8		0.63	0.78	7.3	17.2	Quad Type 16 Valley- Sump
A18	EX:1		0.16	0.51	0.5	3.1	Existing Detention Pond
A19	ES:3		0.77	0.86	8.1	17.1	18 Inch RCES
A20	I:6	W7	0.82	0.89	1.1	2.3	10' Type R-On Grade
A21	I:7	E5	0.82	0.89	1.7	3.5	5' Type R-On Grade
A22	I:5		0.81	0.88	28.4	59.1	Type C (Triple)-Sump
A23	I:4		0.82	0.89	0.8	1.6	5' Type R-On Grade
A24	I:1	W8	0.67	0.80	3.7	8.4	10' Type R-Sump

Basin and Discharge Summary							
Basin ID	5-Yr Design Point	100-Yr Design Point	Runoff Coefficient		Direct Discharge (cfs)		Comment
			C <sub>5</sub>	C <sub>100</sub>	5-Yr	100-Yr	
A25	I:2	E6	0.82	0.89	3.1	6.5	10' Type R-Sump
A26	W9	W9	0.45	0.67	7.1	20.5	Open Channel

#### Discharge Summary, Proposed Conditions, Basin B

Basin and Discharge Summary							
Basin ID	5-Yr Design Point	100-Yr Design Point	Runoff Coefficient		Direct Discharge (cfs)		Comment
			C <sub>5</sub>	C <sub>100</sub>	5-Yr	100-Yr	
B1	ES:0	ES:0	0.16	0.51	0.04	0.2	24" RCES

## 2. Discharge to SH224:

The Western Hills OSP identified drainage master plan improvements tributary to York Street and immediately west of York Street which included: a) the "East 76<sup>th</sup> Regional Detention Facility" (Outfall System WH-10); b) the "Race Street Channel" (Outfall System WH-7); c) the "York St/SH224 Channel" (Outfall System WH-13); and d) the Lafayette St/SH224 Channel" (Outfall System WH-12) which all discharged to proposed enlarged culverts under SH224, located approximately ¼ mile west of York Street (Race Street Culverts).

Based on discussions with County staff, implementation of the OSP recommended drainage improvements west of York Street, including the Race Street Culverts and the York St/SH224 Channel, is outside the scope of the current York Street project and there are no near term plans to construct the OSP improvements.

The proposed pedestrian underpass, to be installed as part of the York Street project, provided a convenient and cost effective opportunity to outfall storm drainage flows in York Street, under SH224 with discharge to Clear Creek.



Routing drainage through a separate storm sewer culvert under SH224 was investigated but not pursued for final design for the following reasons:

- a) A combined pedestrian underpass drainage culvert was more cost effective than constructing a separate storm sewer outfall(s) under SH224.
- b) Construction of a single combined pedestrian underpass/drainage culvert would be quicker to construct, with less impact to SH224 traffic than two (or three) separate culverts with separate trenching operations.
- c) A combined pedestrian underpass/drainage culvert enhanced pedestrian comfort in the underpass due to the increased open area through the box.
- d) A combined pedestrian underpass/drainage culvert allowed for cost effective conveyance of 100-year discharge under SH224. Separate drainage culverts would have to be either sized for the 100-year discharges, or sized for a smaller storm event inundation of the pedestrian underpass during larger events.

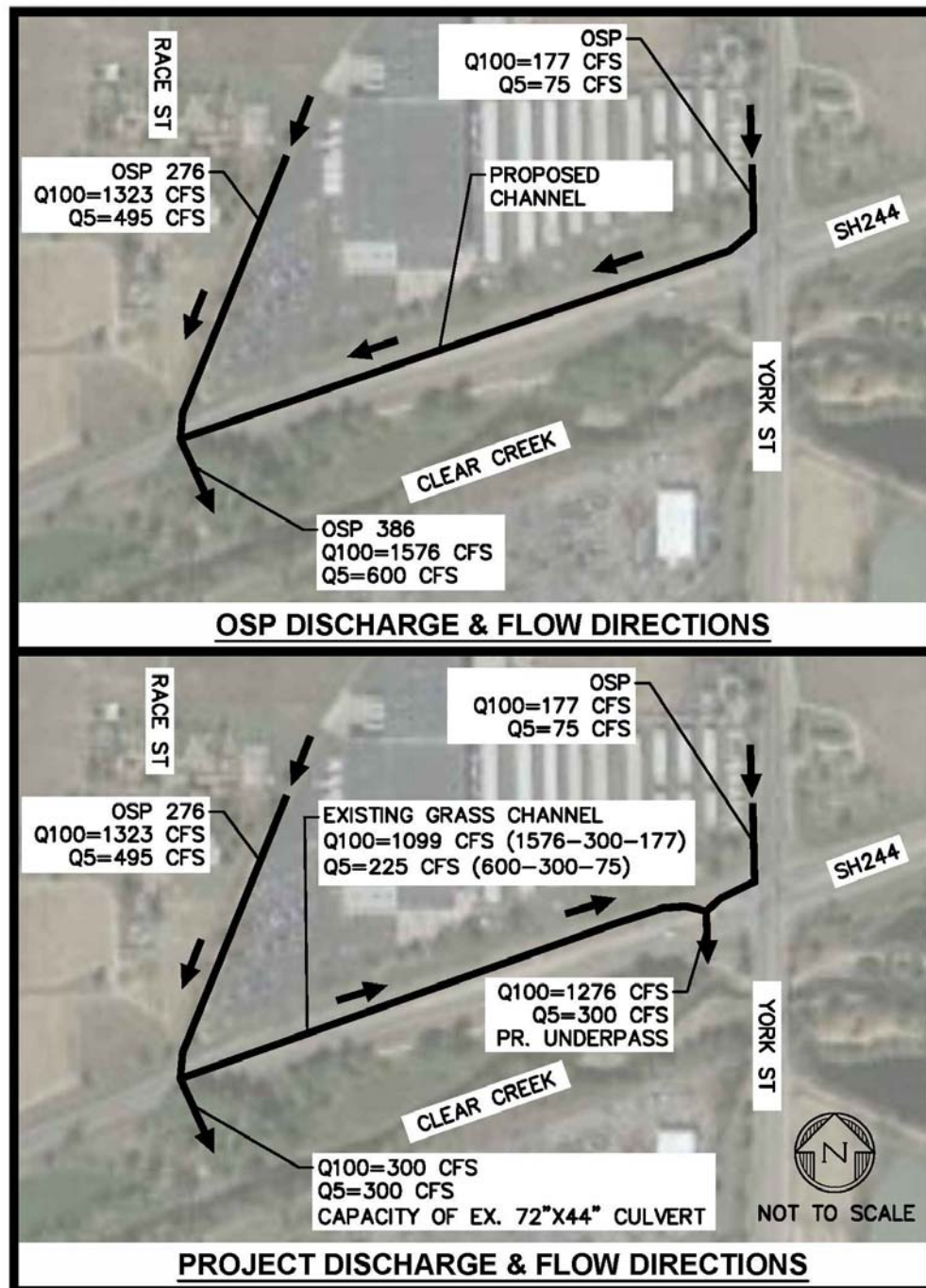
The drainage components of the pedestrian underpass were sized for runoff in York Street as well as offsite runoff originating west of York Street, which under existing conditions, flows east along the north side of SH224.

Because the OSP recommended Regional Detention Facility will not be constructed in the near future, it was assumed the peak flows identified in the OSP Table 5 for "Proposed Development, Existing Drainage Facilities" hydrologic conditions were the appropriate values for the discharge to the Race Street Culverts. OSP Table 5 identifies the 5- and 100-year discharge to the Race Street Culverts as 600 cfs & 1,576 cfs respectively. Because the proposed OSP Race Street Culvert enlargements will not be constructed in the near future, we assumed a flow split will occur at the upstream end of the existing Race Street Culverts. The portion flowing through the existing Race Street Culverts (2 each at 72"x44" CMPA) will be limited to the capacity of the existing culverts, which was estimated to be 300 cfs. The remaining portion will flow east along the north side of SH224, to the proposed SH224 underpass at York Street. The estimated 5-year discharge to the proposed SH224 underpass at York Street SH224 is estimated to

be 300 cfs (600-300 cfs) and the 100-year discharge is estimated to be 1,276 cfs (1576-300 cfs).

A schematic of the OSP and project discharges and flow directions is shown in Figure 1. Select figures from the OSP and existing culvert capacity calculations are included in Appendices C and F.

**Figure 1 – OSP & Project Discharges and Flow Directions**



## **B. Proposed Transportation Improvements**

York St. will be widened to 5 lanes (2 lanes each direction plus a center shared turn lane) with curb, gutter, median, and detached sidewalk. Existing storm drainage and irrigation facilities will be incorporated in the design. For detailed plans of the proposed roadway and storm sewer improvements reference the *York Street Improvements* construction drawings. Select drawings from this construction drawing set are included in Appendix J.

The project also includes a pedestrian underpass under SH224 located immediately west of the York Street which will connect the York Street sidewalks with an existing trail along the north side of Clear Creek. The underpass will also convey storm drainage from York Street and the north side of SH224, under SH224 and outfall to the north bank of Clear Creek. For detailed plans of the proposed underpass improvements reference the *SH 224 & York Street, Pedestrian & Drainage Underpass* construction drawings. Select drawings from this construction drawing set are included in Appendix J.

## **C. Drainage Improvements**

### **1. York Street between 78<sup>th</sup> and SH224:**

Along York Street, between 78<sup>th</sup> and SH224, a series of street inlets and area inlets, located behind the west sidewalk, will intercept the 5-year storm and convey it south in a new piped storm sewer system beneath the northbound lane. The piped storm sewer system varies in size from 18" to 38"x68". The north end of the system was configured and sized to accept a future pipe connection, if the 78<sup>th</sup> Avenue and York Street intersection is improved in the future. Provisions were made to accept pipe discharges from the Welby Business Park at a manhole located mid block between 76<sup>th</sup> Avenue and 74<sup>th</sup> Place. The south end of the sewer system discharges to an open channel and water quality pond located northwest corner of the York Street & SH224 intersection & immediately upstream of the proposed pedestrian underpass/drainage culvert under SH224. The 5-yr discharge from the York Street piped storm sewer system is 73 cfs. Hydraflow hydraulic calculations for the storm inlets on grade and the piped storm sewer system are included in Appendix E. UDI<sub>n</sub>let hydraulic calculations for

the storm inlets in a sump condition are included in Appendix E. The water quality pond is discussed in more detail below.

2. Open Channel between Storm Sewer and SH224 Underpass:

A short section of open channel will convey storm drainage day lighting from the York Street storm sewer to a proposed 10'x20' RCBC underpass under SH224. The short section of open channel will also collect existing offsite flows from the west, which is conveyed along the north side of SH224 in an existing grass swale. The design 5- and 100-year discharge in this section of open channel is 300 cfs and 1,276 cfs respectively. Flowmaster hydraulic calculations of the open channel are included in Appendix F.

3. SH224 Underpass at York Street:

The design 5- and 100-year discharge through the underpass is 300 cfs and 1,276 cfs respectively.

The underpass will be constructed using a 10'h x 20'w box culvert. The box will be divided into two compartments with a partial height concrete divider wall. Drainage will typically be conveyed in the west compartment and the pedestrian trail will be located in the east compartment. The height of the divider wall was set to keep the pedestrian trail dry up to the 5-year storm event. Flow in excess of the 5-year event will over top the divider wall and be conveyed by both compartments. The 5-year level of protection was selected based on discussions with Adams County and the cost and complexity of keeping the trail dry during a larger storm event.

The west side of the underpass culvert was selected to convey drainage, because the tributary flows from the west were greater than from the east side. Routing all flows to east side of the underpass was problematic due to geometric site constraints.

During design development an alternate was evaluated with two separate (or three) culverts, one for the trail and a second (or third) for drainage. This alternate was not pursued for final design for the following reasons.

- a) Two culverts would have been more expensive than a single culvert.

- b) Construction duration and disruption to traffic would have been greater for separate culverts.
- c) A smaller pedestrian only culvert, would be less spacious and use friendly than a combined culvert.
- d) It would have been geometrically challenging and expensive to completely separate drainage from trail use due to incoming flows from both the west and north.
- e) If the separate drainage culvert(s) were sized for the 5-yr event, a combined pedestrian/drainage culvert would still be required to convey the 100-yr event.
- f) If the separate drainage culvert(s) were sized for the 100-yr event, the need for a combined pedestrian/drainage culvert would be eliminated, however the design complexity and costs would increase significantly.

HY-8 hydraulic calculations of the box culvert underpass are included in Appendix F.

5-year runoff leaving the underpass will flow through a short section of open channel, then flow under the Clear Creek trail in a 3'h x 16'w box culvert and then discharge to Clear Creek. 100-year runoff leaving the underpass will overtop the trail and discharge to Clear Creek.

#### 4. York Street, 100-year Conveyance:

The 100-year storm event will be conveyed south along York Street as a combination of pipe flow and as overland flow along the York Street cross section without overtopping onto private property. The 100-year discharge at the south end of York Street is approximately 144 cfs (Design Points W8 + E6). The full flow capacity of the storm sewer at this location is approximately 87 cfs. York Street roadway corridor has a capacity of approximately 86 cfs calculated by cross sectional analysis. A summation of the flow capacity of York Street's storm sewer (87 cfs) plus York Street's roadway corridor capacity (86 cfs) equals a total capacity of 173 cfs, which is greater than the required 100-year flow rate of 144 cfs.

The vertical profile of the York Street roadway is in a sump condition just north of the intersection with SH224. 100-year flows, in excess of the capacity of the piped storm sewer system will pond in York Street at the location of the sump. Once the depth of ponded water in the sump area reaches the level of the top back of sidewalk, water will flow over the sidewalk in two directions.

The easterly flow path was designed to direct flows to an existing 24" culvert, which flows under SH224, immediately east of the York St & SH224 intersection.

The westerly flow path was designed to convey flows down the pedestrian trail and through the proposed SH224 Underpass, located immediately west of the York Street.

## **7.0 CLEAR CREEK FLOODPLAIN IMPACTS**

The effective 100-year and 500-year floodplains and Floodway of Clear Creek inundate the south end of the project corridor as shown on Drainage Plans DR02 and DR03. In accordance with ADCO development regulations, a floodplain development permit will be required for the proposed improvements located within the regulatory floodplain and floodway. The effective floodplain is based on a 2005 Flood Hazard Area Delineation (FHAD).

UDFCD is currently in the process restudying the hydrology and floodplain of Clear Creek. Draft results of the results of the restudy were made available by UDFCD.

Both the effective and restudy floodplains indicate significant flow depths in Clear Creek at York Street, which creates backwater conditions that will inundate the proposed pedestrian underpass and trail approaches during relatively frequent flood events, i.e. less than 10-yr flood event. A comparison of project improvement elevations and Clear Creek water surface elevations for the effective and restudy floodplains are shown in Tables 2A & 2B. Flood warning signage will be installed to warn trail users not to enter the underpass when inundated.

**Table 2A – SH224 Underpass & Effective Floodplain Comparison**

Improvement Information		Effective Floodplain U/S Face York Street Bridge (FHAD 2005)		
Location	Elevation (ft)	Flood Event	Discharge (cfs)	Water Surface Elevation (ft)
		100-yr	23,100	5118.67
York Street Roadway	5118.0	-	-	-
-	-	25-yr	10,100	5115.99
-	-	10-yr	14,000	5115.39
D/S End Underpass, Top Box	5114.65	-	-	-
-	-	5-yr	8,000	5113.16
-	-	2-yr	5,300	5111.42
D/S End Underpass, Trail	5106.65	-	-	-
D/S End Underpass, Invert	5104.65	-	-	-

**Table 2B – SH224 Underpass & Draft FHAD (2017) Floodplain Comparison**

Improvement Information		Draft Floodplain U/S Face York Street Bridge (FHAD 2017 - Draft)		
Location	Elevation (ft)	Flood Event	Discharge (cfs)	Water Surface Elevation (ft)
York Street Roadway	5118.0			
		500-yr	22,700	5117.58
		100-yr	14,100	5516.00
D/S End Underpass, Top Box	5114.65	-	-	-
		50-yr	10,400	5113.00
-	-	10-yr	4,900	5111.31
D/S End Underpass, Trail	5106.65	-	-	-
D/S End Underpass, Invert	5104.65	-	-	-

## **8.0 STORM WATER QUALITY AND EROSION CONTROL MEASURES**

Temporary Best Management Practices (BMP) will be implemented during construction activities for the purpose of erosion and sediment control and to minimize negative impacts to storm water quality. Permanent BMP's will include riprap armoring of all culvert entrances and exits and grass channels with steeper longitudinal slopes; and revegetation of all disturbed areas not scheduled for other permanent surface treatments.

Permanent stormwater quality facilities to be constructed as part of the project include a storm water quality pond at the northwest corner of York St. and SH224 intersection. The water quality capture volume (WQCV) was determined to be 0.136 acre-feet based on the newly created impervious area resulting from the York Street project. Discharge from the water quality pond will occur via a water quality outlet structure and overflow spillway located at east end of the Pond. WQCV, pond sizing, weir/orifice design, and spillway calculations are included in Appendix G.

## **9.0 CONCLUSION**

The proposed York Street and drainage improvements have been designed in accordance with ADCO drainage criteria and Urban Drainage Flood Control District's Storm Drainage Criteria Manuals, Vol. 1, 2 and 3 (USDCM).

5-year runoff, tributary to York Street, will be intercepted and conveyed south in a new piped storm drainage system which will discharge to a new pedestrian underpass/drainage culvert under SH224 which will then discharge to Clear Creek. 100-year runoff, tributary to York Street, will be conveyed south along York Street as a combination of pipe flow and as surface flow along the York Street cross section which will discharge to a new pedestrian underpass/drainage culvert under SH224 which will then discharge to Clear Creek.

The proposed SH224 pedestrian underpass/drainage culvert has been sized to convey 5- and 100-year offsite flows from the west, assuming selected improvements, identified in the Western Hills OSP, will not be constructed in the near future.



Temporary and permanent BMP's will be installed for control erosion and sediment control purposes and a Water Quality Pond will be installed to maintain storm water quality.

The proposed pedestrian underpass/drainage culvert under SH224 will be inundated by backwater from the Clear Creek floodplain during the 2-year and above flood events.

## **10.0 REFERENCES**

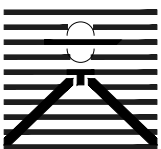
- [1] "Outfall Systems Planning of the Western Hills Area Study" (OSP), prepared by WCR Engineering Inc., December 1992.
- [2] "Construction Plans for: York Street Improvements" (CP), prepared by Drexel Barrell, & Co., 2016.
- [3] Adams County Development Standards & Regulations Manual (2005), Adams County.
- [4] "Urban Storm Drainage Criteria Manual, Volume 1" prepared by the Urban Drainage and Flood Control District, revised April 2008.
- [5] "Urban Storm Drainage Criteria Manual, Volume 2" prepared by the Urban Drainage and Flood Control District, revised April 2008.
- [6] "Urban Storm Drainage Criteria Manual, Volume 3-Best Management Practices" prepared by the Urban Drainage and Flood Control District, latest edition.
- [7] "Geotechnical Engineering Pavement Thickness Design Report York Street Improvements" prepared by Terracon, dated August 14, 2015.
- [8] "Flood Hazard Area Delineation, Clear Creek (Adams County)", prepared by Ayres Associates, December 2005.
- [9] "Flood Hazard Area Delineation, Clear Creek (Adams County)", ICON Engineering, Inc, August 2017 - Draft.
- [10] FIRM 08001C0604H, FEMA, revised 3/5/2007.
- [11] FIS, Adams County, Colorado and Incorporated Areas, FEMA revised 3/5/2007.

**APPENDIX A**  
**VICINITY MAP**



## VICINITY MAP

NOT TO SCALE



## YORK STREET IMPROVEMENTS

EAST 18TH AVE TO HIGHWAY 224  
ADAMS COUNTY, COLORADO

Drexel, Barrell & Co.  
Engineers • Surveyors

DATE:  
MAY 2016

JOB NO:  
20805-00

DWG. NO.

VM

SHEET 1 OF 1

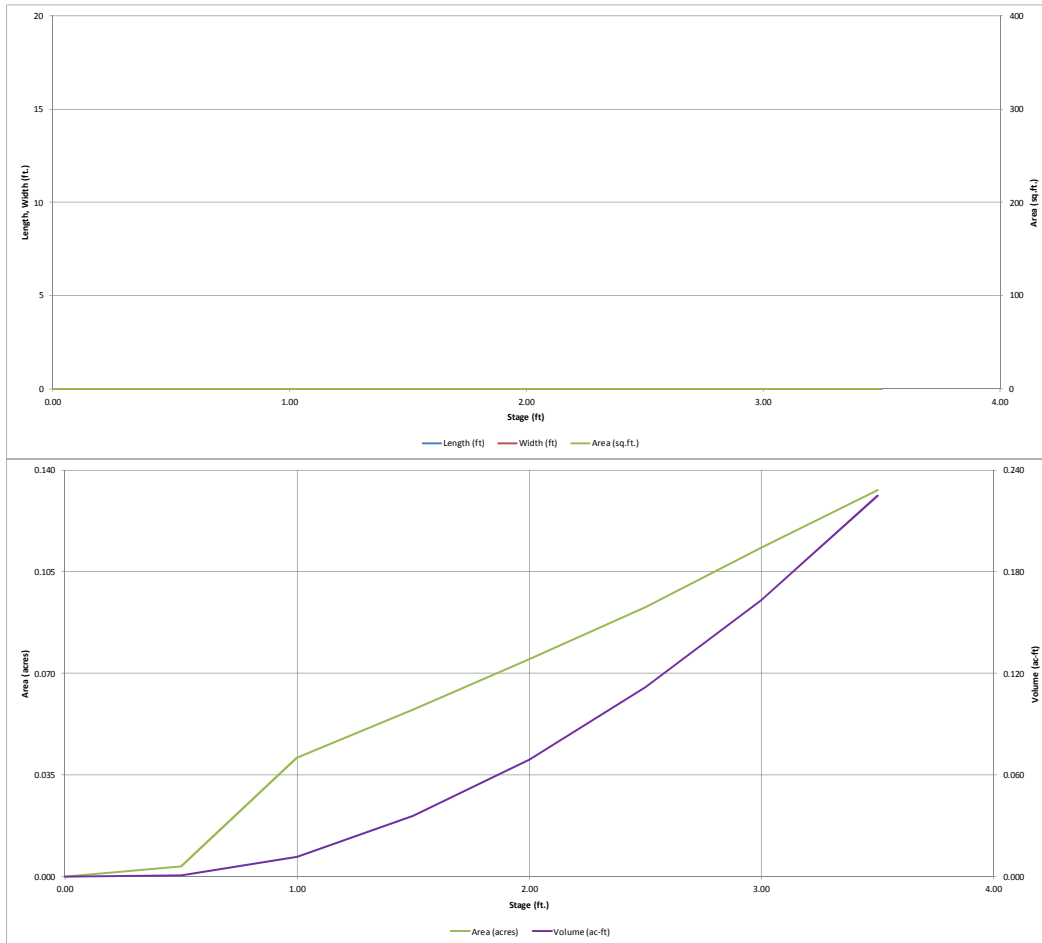
**APPENDIX G**

**WATER QUALITY POND CALCULATIONS**



# DETENTION BASIN STAGE-STORAGE TABLE BUILDER

UD-Detention, Version 3.07 (February 2017)

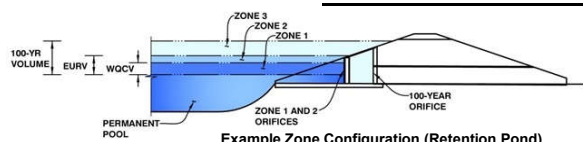


## Detention Basin Outlet Structure Design

UD-Detention, Version 3.07 (February 2017)

Project: York Street

Basin ID: \_\_\_\_\_



Example Zone Configuration (Retention Pond)

	Stage (ft)	Zone Volume (ac-ft)	Outlet Type
Zone 1 (WQCV)	2.76	0.136	Orifice Plate
Zone 2			
Zone 3			
		0.136	Total

User Input: Orifice at Underdrain Outlet (typically used to drain WQCV in a Filtration BMP)

Underdrain Orifice Invert Depth =  ft (distance below the filtration media surface)  
Underdrain Orifice Diameter =  inches

Calculated Parameters for Underdrain

Underdrain Orifice Area =  ft<sup>2</sup>  
Underdrain Orifice Centroid =  feet

User Input: Orifice Plate with one or more orifices or Elliptical Slot Weir (typically used to drain WQCV and/or EURV in a sedimentation BMP)

Invert of Lowest Orifice =  ft (relative to basin bottom at Stage = 0 ft)  
Depth at top of Zone using Orifice Plate =  ft (relative to basin bottom at Stage = 0 ft)  
Orifice Plate: Orifice Vertical Spacing =  inches  
Orifice Plate: Orifice Area per Row =  sq. inches (diameter = 1-1/16 inches)

Calculated Parameters for Plate

WQ Orifice Area per Row =  ft<sup>2</sup>  
Elliptical Half-Width =  feet  
Elliptical Slot Centroid =  feet  
Elliptical Slot Area =  ft<sup>2</sup>

User Input: Stage and Total Area of Each Orifice Row (numbered from lowest to highest)

	Row 1 (required)	Row 2 (optional)	Row 3 (optional)	Row 4 (optional)	Row 5 (optional)	Row 6 (optional)	Row 7 (optional)	Row 8 (optional)
Stage of Orifice Centroid (ft)	<input type="text" value="0.50"/>	<input type="text" value="1.60"/>	<input type="text" value="2.70"/>					
Orifice Area (sq. inches)	<input type="text" value="0.89"/>	<input type="text" value="0.89"/>	<input type="text" value="0.89"/>					

	Row 9 (optional)	Row 10 (optional)	Row 11 (optional)	Row 12 (optional)	Row 13 (optional)	Row 14 (optional)	Row 15 (optional)	Row 16 (optional)
Stage of Orifice Centroid (ft)								
Orifice Area (sq. inches)								

User Input: Vertical Orifice (Circular or Rectangular)

Invert of Vertical Orifice =  ft (relative to basin bottom at Stage = 0 ft)  
Depth at top of Zone using Vertical Orifice =  ft (relative to basin bottom at Stage = 0 ft)  
Vertical Orifice Diameter =  inches

Calculated Parameters for Vertical Orifice

Vertical Orifice Area =  ft<sup>2</sup>  
Vertical Orifice Centroid =  feet

User Input: Overflow Weir (Dropbox) and Grate (Flat or Sloped)

Overflow Weir Front Edge Height, H<sub>o</sub> =  ft (relative to basin bottom at Stage = 0 ft)  
Overflow Weir Front Edge Length =  feet  
Overflow Weir Slope =  H:V (enter zero for flat grate)  
Horiz. Length of Weir Sides =  feet  
Overflow Grate Open Area % =  % grate open area/total area  
Debris Clogging % =  %

Calculated Parameters for Overflow Weir

Height of Grate Upper Edge, H<sub>g</sub> =  feet  
Over Flow Weir Slope Length =  feet  
Grate Open Area / 100-yr Orifice Area =  should be ≥ 4  
Overflow Grate Open Area w/o Debris =  ft<sup>2</sup>  
Overflow Grate Open Area w/ Debris =  ft<sup>2</sup>

User Input: Outlet Pipe w/ Flow Restriction Plate (Circular Orifice, Restrictor Plate, or Rectangular Orifice)

Depth to Invert of Outlet Pipe =  ft (distance below basin bottom at Stage = 0 ft)  
Circular Orifice Diameter =  inches

Calculated Parameters for Outlet Pipe w/ Flow Restriction Plate

Outlet Orifice Area =  ft<sup>2</sup>  
Outlet Orifice Centroid =  feet  
Half-Central Angle of Restrictor Plate on Pipe =  radians

User Input: Emergency Spillway (Rectangular or Trapezoidal)

Spillway Invert Stage =  ft (relative to basin bottom at Stage = 0 ft)  
Spillway Crest Length =  feet  
Spillway End Slopes =  H:V  
Freeboard above Max Water Surface =  feet

Calculated Parameters for Spillway

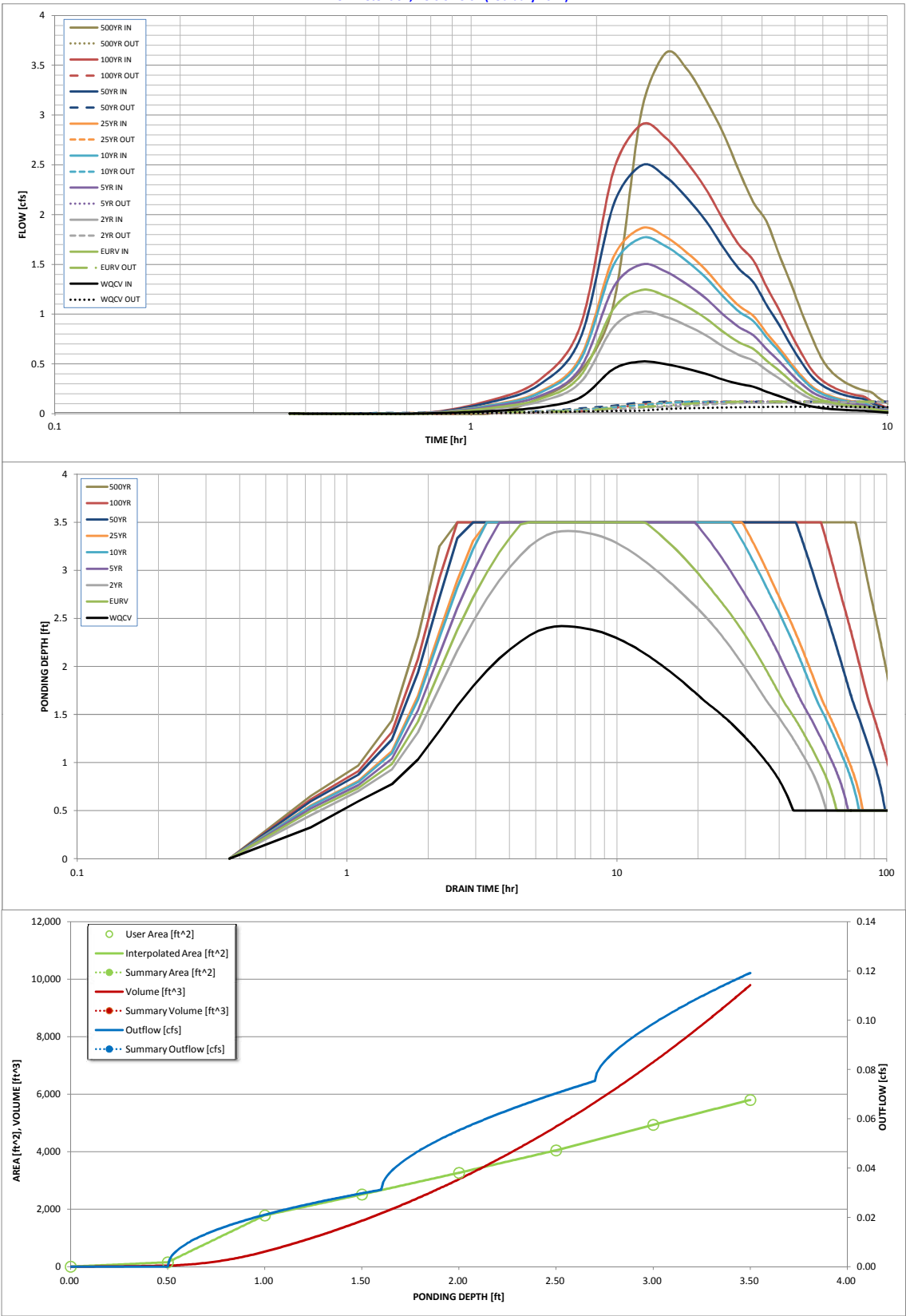
Spillway Design Flow Depth =  feet  
Stage at Top of Freeboard =  feet  
Basin Area at Top of Freeboard =  acres

### Routed Hydrograph Results

	WQCV	EURV	2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	500 Year
Design Storm Return Period =									
One-Hour Rainfall Depth (in) =	0.53	1.07	1.00	1.42	1.68	1.75	2.35	2.71	3.35
Calculated Runoff Volume (acre-ft) =	0.136	0.327	0.268	0.395	0.467	0.492	0.661	0.771	0.964
OPTIONAL Override Runoff Volume (acre-ft) =									
Inflow Hydrograph Volume (acre-ft) =	0.136	0.326	0.268	0.395	0.466	0.492	0.661	0.771	0.964
Predevelopment Unit Peak Flow, q (cfs/acre) =	0.00	0.00	0.01	0.06	0.18	0.41	0.65	0.88	1.28
Predevelopment Peak Q (cfs) =	0.0	0.0	0.0	0.2	0.6	1.3	2.1	2.9	4.2
Peak Inflow Q (cfs) =	0.5	1.2	1.0	1.5	1.8	1.9	2.5	2.9	3.6
Peak Outflow Q (cfs) =	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Ratio Peak Outflow to Predevelopment Q =	N/A	N/A	N/A	0.6	0.2	0.1	0.1	0.0	0.0
Structure Controlling Flow =	Plate	N/A	Plate	N/A	N/A	N/A	N/A	N/A	N/A
Max Velocity through Grate 1 (fps) =	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Max Velocity through Grate 2 (fps) =	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Time to Drain 97% of Inflow Volume (hours) =	41	58	53	63	69	72	86	95	112
Time to Drain 99% of Inflow Volume (hours) =	44	62	58	69	75	77	93	103	122
Maximum Ponding Depth (ft) =	2.42	3.50	3.41	3.50	3.50	3.50	3.50	3.50	3.50
Area at Maximum Ponding Depth (acres) =	0.09	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
Maximum Volume Stored (acre-ft) =	0.103	0.225	0.213	0.225	0.225	0.225	0.225	0.225	0.225

# Detention Basin Outlet Structure Design

UD-Detention, Version 3.07 (February 2017)



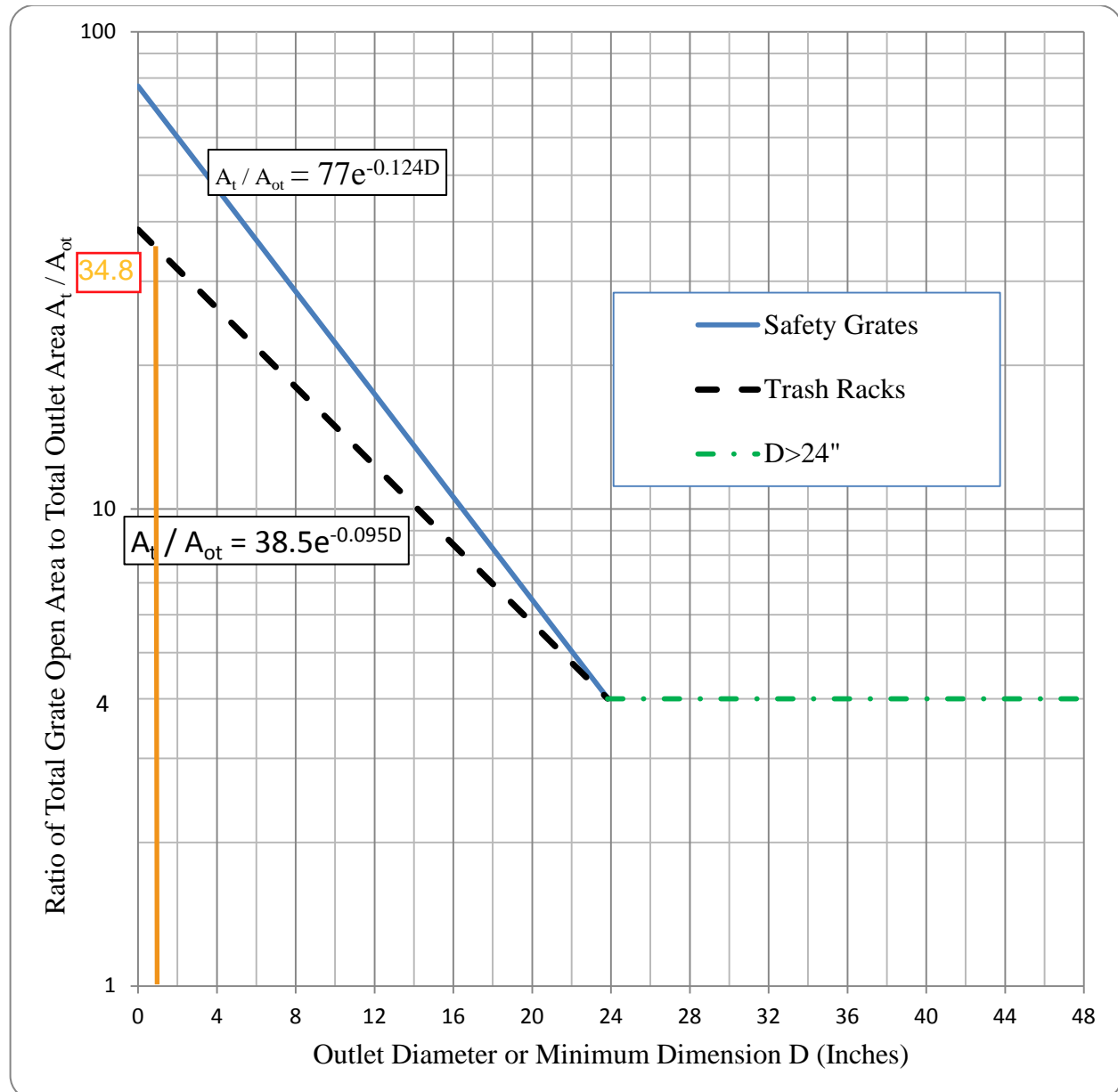
S-A-V-D Chart Axis Override	X-axis	Left Y-Axis	Right Y-Axis
minimum bound			
maximum bound			





## Safety Grates

Safety grates are intended to keep people and animals from inadvertently entering a storm drain. They are sometimes required even when debris entering a storm drain is not a concern. The grate on top of the outlet drop box is considered a safety grate and should be designed accordingly. The danger associated with outlet structures is the potential associated with pinning a person or animal to unexposed outlet pipe or grate. See the *Culverts and Bridges* chapter of Volume 2 of this manual for design criteria related to safety grates.



**Figure OS-1. Trash Rack Sizing**

Table OS-2. Thickness of steel water quality plate

Steel plate thickness (in inches) based on design depth and span of plate										
Head (feet)										
Span (feet)	3	4	5	6	7	8	9	10	11	12
	1	0.1875	0.1875	0.1875	0.1875	0.1875	0.1875	0.1875	0.1875	0.1875
	2	0.1875	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500
	3	0.2500	0.2500	0.3750	0.3750	0.3750	0.3750	0.3750	0.3750	0.5000
	4	0.2500	0.3750	0.3750	0.3750	0.3750	0.5000	0.5000	0.5000	0.5000

# Worksheet

## Worksheet for Circular Channel

### Project Description

Worksheet	Circular Channel - 1
Flow Element	Circular Channel
Method	Manning's Formula
Solve For	Full Flow Capacity

### Input Data

Mannings Coefficient	0.013
Slope	0.003000 ft/ft
Diameter	18 in

### Results

Depth	1.50 ft
Discharge	5.75 cfs
Flow Area	1.8 ft <sup>2</sup>
Wetted Perimeter	4.71 ft
Top Width	0.00 ft
Critical Depth	0.93 ft
Percent Full	100.0 %
Critical Slope	0.006104 ft/ft
Velocity	3.26 ft/s
Velocity Head	0.16 ft
Specific Energy	1.66 ft
Froude Number	0.00
Maximum Discharg	6.19 cfs
Discharge Full	5.75 cfs
Slope Full	0.003000 ft/ft
Flow Type	N/A

- If there are threatened and endangered species or habitat in the area.

There are also non-regulatory environmental issues that should be considered. UDFCD recommends early discussions with relevant federal, state and local regulators on these issues. Issues may include the following:

- Potential for encountering contaminated soils during excavation,
- Proper implementation of design elements to mitigate mosquito breeding (i.e., a micropool)
- Concern from area residents regarding the disturbance of existing riparian habitat that may be required for construction of the basin, and
- Colorado water rights issues related to large permanent pools or retention ponds.

## 5.14 Orifice and Weir Hydraulics

The following discussion regarding weirs and orifices is adapted from *Urban Drainage Design Manual*, Hydraulic Engineering Circular No. 22, Third Edition (Brown et al., 2009).

### 5.14.1 Orifices

Multiple orifices may be used in a detention facility, and the hydraulics of each can be superimposed to develop the outlet-rating curve. For a single orifice or a group of orifices, orifice flow can be determined using Equation 12-19.

$$Q = C_o A_o (2gH_o)^{0.5}$$

Equation 12-19

Where:

$Q$  = the orifice flow rate through a given orifice (cfs)

$C_o$  = discharge coefficient (0.60 recommended for square-edge orifices)

$A_o$  = area of orifice (ft<sup>2</sup>)

$H_o$  = effective head on each orifice opening (ft)

$g$  = gravitational acceleration constant (32.2 ft/sec<sup>2</sup>)

If the orifice discharges as a free outfall, the effective head is measured from the centroid of the orifice to the upstream water surface elevation. If the downstream jet of the orifice is submerged, then the effective head is the difference in elevation between the upstream and downstream water surfaces.

### 5.14.2 Weirs

Flow over a horizontal spillway or drop box crest can be calculated using the following equation for a horizontal broad-crested weir. See Figure 12-20 for a graphical representation of weir flow.

**Horizontal Broad-Crested Weir:** The equation typically used for a broad-crested weir is:

$$Q = C_{BCW} L H^{1.5}$$

Equation 12-20

Where:

$Q$  = discharge (cfs)

$C_{BCW}$  = broad-crested weir coefficient (This ranges from 2.6 to 3.0. A value of 3.0 is often used in practice.) See Hydraulic Engineering Circular No. 22 for additional information.

$L$  = broad-crested weir length (ft)

$H$  = head above weir crest (ft)

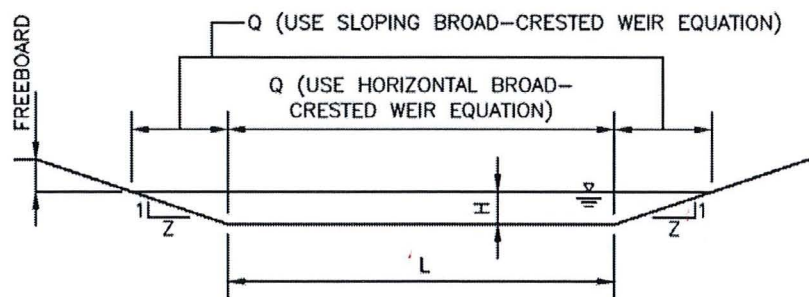


Figure 12-20. Sloping broad-crest weir

**Sloping Broad-Crested Weir:** Figure 12-20 shows an example of a sloping broad-crested weir. The equation to calculate the flow over the sloping portion of the weir is as follows:

$$Q = \left( \frac{2}{5} \right) C_{BCW} Z H^{2.5} \quad \text{Equation 12-21}$$

Where:

$Q$  = discharge (cfs)

$C_{BCW}$  = broad-crested weir coefficient (This ranges from 2.6 to 3.0. A value of 3.0 is often used in practice.) See Hydraulic Engineering Circular No. 22 for additional information.

$Z$  = side slope (horizontal: vertical)

$H$  = head above weir crest (ft)

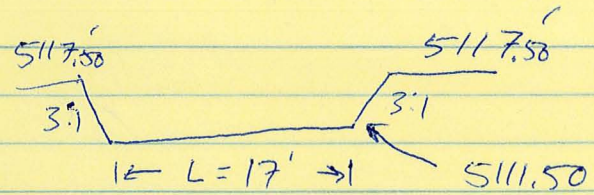
Note that in order to calculate the total flow over the weir depicted in Figure 12-20, the results from Equation 12-20 must be added to two times the results from Equation 12-21.



Contour TOP Elevation = 5117.50'

Contour BOTTOM Elevation = 5111.50'

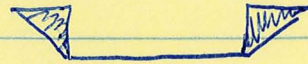
PROPOSED WEIR CALCULATION



$$Q = C_{BW} L H^{1.5}$$

$$Q = \left(\frac{2}{5}\right) C_{BW} Z H^{2.5}$$

$$H = 5117.5 - 5111.50 = 6$$



$$Q = \left(\frac{2}{5}\right) (3) (3) (6^{2.5}) = 317.5 \text{ ft}^3/\text{s} \times 2 = 634.9 \text{ ft}^3/\text{s}$$

$$Q_{(100)} = 1276 \text{ ft}^3/\text{s} - 634.9 \text{ ft}^3/\text{s} = 641.1 \text{ ft}^3/\text{s}$$

$$Q_{(100)} = 641.1 \text{ cfs}$$

$$L_{\text{calc}} = \frac{Q}{C_{BW} H^{1.5}} = \frac{641.1 \text{ cfs}}{(3)(6^{1.5})} = \frac{641.1}{44.09} = 14.54$$

$$L_{\text{calc}} = 14.54'$$

$$L_{\text{calc}} \approx 15$$

$$L_{\text{calc}} \approx 15 < L_{\text{DESIGN}} = 17' \quad \checkmark$$

**EXHIBIT B – LOCAL AGENCY RESOLUTION**

LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9 <sup>th</sup> , 2019
<b>SUBJECT:</b> Intergovernmental Agreement between Colorado Department of Transportation and Adams County for SH 224 & York Street Pedestrian & Drainage Underpass improvements
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON</b> May 21, 2019
<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 Intergovernmental Agreement (IGA) between Colorado Department of Transportation (CDOT) and Adams County for the SH 224 & York Street Pedestrian & Drainage Underpass

### **BACKGROUND:**

Adams County requested to construct a pedestrian and drainage culvert within CDOT SH 224 right-of-way (the “ROW”) as part of the York Street Phase I project. The plan sheets are labeled as “Pedestrian/Drainage Culvert Improvements”. These features are designed to provide grade-separated pedestrian and bike access to the Clear Creek trail system; along with required drainage improvements.

The Parties recognize the importance and benefit to their respective systems by the County’s operation and maintenance of a portion of these new features. The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations on the Project (the “Work”) as defined in the attached IGA.

In summary, CDOT will be responsible for the existing SH 224 road surface. Adams County will be responsible for the new improvements and the impact to the highway, if any, surface in the future.

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

Colorado Department of Transportation  
Parks and Open Space

**ATTACHED DOCUMENTS:**

IGA  
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 APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY AND THE COLORADO DEPARTMENT OF  
TRANSPORTATION FOR THE STATE HIGHWAY 224 & YORK STREET  
PEDESTRIAN & DRAINAGE UNDERPASS HIGHWAY MAINTENANCE AND  
OPERATIONS**

WHEREAS, Adams County (“County”) and the Colorado Department of Transportation (CDOT), (collectively the “Parties”), desire to enter into an Intergovernmental Agreement (IGA) for the purpose of constructing a pedestrian and drainage culvert within CDOT right-of-way (ROW) “SH 224 & York Street Pedestrian & Drainage Underpass”, hereinafter referred to as the “Project”; and,

WHEREAS, required approval, clearance and coordination have been accomplished between the agencies; and,

WHEREAS, the Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations on the Project (the “Work”) as shown in Exhibit A; and,

WHEREAS, the County is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this contract; and,

WHEREAS, CDOT confirms that it has the authority to enter into this Agreement and that no state or federal laws or regulations have been violated by entering into this Agreement. CDOT’s authority to enter into this Agreement exists pursuant to CRS § 43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102 and 43-2-144 C.R.S., as amended

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and the Colorado Department of Transportation **for the State Highway 224 & York Street Pedestrian & Drainage Underpass Highway Maintenance and Operations**, 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 is authorized to execute said Agreement on behalf of Adams County.

**Highway Maintenance and Operations**

**Routing #: 19-HA1-XC-00117**

**SH 224 & York Street Pedestrian & Drainage Underpass**

**SAP #: 331001867**

**Adams County, Colorado**

**Sub account #: 20918**

**Region 1 (vjm)**

## **CONTRACT**

**THIS CONTRACT** executed, this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “State” or “CDOT”, and ADAMS COUNTY, COLORADO, 4430 S. Adams County Parkway, Brighton, CO 80601, CDOT Vendor #:2000055, hereinafter referred to as the “County” or the “Local Agency”, CDOT and the Local Agency individually shall be referred to as “Party”, and together shall be referred to as the “Parties.”

### **RECITALS**

The Local Agency wishes to construct a pedestrian and drainage culvert within CDOT SH 224 right-of-way (the “ROW”) as part of project “SH 224 & York Street Pedestrian & Drainage Underpass”, hereinafter referred to as the “Project”; and

The Parties recognize the importance and benefit to their respective systems by the County’s operation and maintenance of a portion of the Project; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations on the Project (the “Work”) as shown in **Exhibit A**; and

The County is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this contract; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This contract is executed by the State under authority of Sections 43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102 and 43-2-144 C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this contract which authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit B**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency’s discretion.

**NOW, THEREFORE, it is hereby agreed that:**

### **I. PROJECT DESCRIPTION**

The “Work” under this contract shall consist of the maintenance and operations for the pedestrian and drainage culvert within CDOT SH 224 ROW as part of project “SH 224 & York Street Pedestrian & Drainage Underpass”.

## II. CDOT COMMITMENTS

- A. The State will provide liaison with the County through the State's Region Transportation Director, CDOT Region 1, 2829 W. Howard Place, Denver, CO 80204 (303) 757-9919. Said Director will also be responsible for coordinating the State's activities under this contract. State liaison will also be provided through:  
Gary Huber, PE-I  
CDOT Region 1 North Area Project Engineer  
4670 Holly Street  
Denver, Colorado 80216  
(303) 398-6768  
gary.huber@state.co.us
- B. Upon the execution of this contract, CDOT shall accept maintenance responsibility for the portions of the Work identified as CDOT’s areas of responsibility for the Work shown in **Exhibit A**.
- C. By approving said agreement, CDOT grants the County access to enter CDOT ROW to perform maintenance duties. Though a separate access permit will not be required, notification to CDOT of a County approved and CDOT accepted Method of Handling Traffic (MHT) shall be required for work impacting traffic.

## III. COUNTY COMMITMENTS

- A. The County will provide liaison with the State through:  
Rene Valdez, ~~Transportation Infrastructure and Stormwater~~ Manager  
Public Works Department  
Adams County, Colorado  
4430 S. Adams County Parkway  
Brighton, Colorado 80601  
(720) 523-6961  
rvaldez@adcogov.org
- B. Upon the execution of this contract, the County shall accept maintenance responsibility for the portions of the Work identified as the County’s areas of responsibility for the Work shown in **Exhibit A**.
- C. The Local Agency shall, at its own cost and expense, maintain, operate, replace, and make ample provision each year for the maintenance of those portions of the Work identified as the County’s areas of responsibility, as shown in **Exhibit A**. Such maintenance and operations shall be in accordance with all applicable federal and state statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency’s obligations to maintain such improvements.
- D. Maintenance services to be performed by the County at its sole expense under this contract shall include the services shown in **Exhibit A**. By approving said agreement the County grants CDOT access to enter County ROW to perform maintenance duties.

- E. The County shall perform the maintenance services in a satisfactory manner, and in accordance with the terms of this contract, and in accord with CRS §43-2-135, incorporated herein by reference.
- F. By approving said agreement, the County grants the CDOT access to enter County ROW to perform maintenance duties. Though a separate access permit will not be required, notification to the County of a CDOT approved and County accepted Method of Handling Traffic (MHT) shall be required for work impacting traffic.

#### IV. GENERAL PROVISIONS

- A. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both Parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.
- B. To the extent that this contract may be executed and performance of the obligations of the Parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- C. This contract is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
- D. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- E. The term of this contract shall begin the date first above written and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties hereto.
- F. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this contract be deemed to be an incidental beneficiary only.
- G. The County assures and guarantees that it possesses the legal authority to enter into this contract. The County warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the County to its terms. The person(s) executing this contract on behalf of the County warrants that they have full authorization to execute this contract.

**SIGNATURE PAGE**

Agreement Routing Number: 19-HA1-XC-00117

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>THE LOCAL AGENCY ADAMS COUNTY, COLORADO</b></p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>John W. Hickenlooper, GOVERNOR</b></p> <p style="text-align: center;"><b>Colorado Department of Transportation</b></p> <p style="text-align: center;"><b>Michael P. Lewis, Executive Director</b></p> <p>By: _____</p> <p style="text-align: center;"><b>Joshua Laipply, P.E., Chief Engineer</b></p> <p>Date: _____</p>
<p style="text-align: center;">2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b></p> <p style="text-align: center;"><b>Cynthia H. Coffman, Attorney General</b></p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p> <p>Date: _____</p>

## **EXHIBIT A – SCOPE OF WORK**

### **SH 224 and York St. Pedestrian & Drainage Underpass Maintenance**

#### **Scope of Work:**

Engineered features to be designed and constructed by the Local Agency within CDOT SH 224 ROW near and east of York Street as a part of project “SH 224 & York Street Pedestrian & Drainage Underpass”, (20805-01BLRT). Refer to sheet CS01 within this **Exhibit A**. The entire pedestrian and drainage culvert shall be referred to herein as “pedestrian culvert”. Refer to sheets TS02 and OS01 within this **Exhibit A**, and see Exhibits 1 and 2 within this **Exhibit A**.

Maintenance shall be as delegated below. Maintenance includes upkeep, cleaning, snow removal, graffiti removal, transient and transient camp removal, repair, and replacement as necessary related to the areas of responsibility as outlined below.

#### **CDOT Responsibilities**

1. Normal wear of SH 224 roadway pavement.
2. SH 224 travelled way signage and striping.
3. Roadway delineators approaching the pedestrian culvert.
4. Median Cover

#### **Local Agency Responsibilities**

1. Pedestrian and drainage box culvert crossing SH 224 and associated features.
2. Any abnormal wear or damage to the roadway above the pedestrian culvert, associated features, and backfill. Examples are: subsidence, erosion, improper hydraulic flow, cracking, or other damage to the roadway due to the presence of the pedestrian culvert, drainage system and associated features, structures, bedding, water flow, and backfill.
3. The embankment, riprap, concrete apron, pedestrian trail and vegetation within the footprint of the project.
4. Any material below the grade of SH 224 pavement and median, including sub-base, backfill necessary for the pedestrian culvert, and also including any associated features.
5. Pedestrian walkway including general maintenance, repair, cleaning, graffiti removal, transient and transient camp removal, and snow removal. Refer to sheets PP01 and PP02 within this **Exhibit A**.
6. Retaining walls including general maintenance, repair, cleaning, graffiti removal, and snow removal.
7. Pedestrian rails general maintenance, repair, cleaning, replacement if necessary.
8. Roadway guardrail, end anchors, transition rails, and any other associated roadside hardware.
9. SH 224 signage, markings, and delineators related to the pedestrian culvert.
10. Pedestrian trail signage, and striping.
11. Sediment removal from the pedestrian culvert, drainage system, and associated features.



12. Mitigation and repair of other issues that may arise as the result of the pedestrian culvert, storm drain system, and supporting features being constructed. Examples include but are not limited to, plugged drainage system features, undersized or incorrect configuration of drainage system features, wetlands or other vegetation development, roadside ponding, ponding into the roadway, and embankment erosion.
13. Any fencing necessary for the presence of the pedestrian culvert and associated features.
14. Future maintenance or repair work that may be necessary due to the presence of impacted water line as shown on sheet WT 01 within this **Exhibit A**, sanitary sewer line as shown on sheets ST 01, SS01, and SS02 within this **Exhibit A**, or any other utilities within the disturbed project footprint. See Exhibits 3, 4, 5, and 6 within this **Exhibit A**.

## **SH 224 and York Street Pedestrian & Drainage Underpass Operations Legacy Responsibility**

### **Scope of Work:**

Engineered features to be designed and constructed by the Local Agency within CDOT SH 224 ROW near and west of York Street as a part of project “SH 224 & York Street Pedestrian & Drainage Underpass”, (20805-01BLRT). Refer to sheet CS01 within this **Exhibit A**. The entire pedestrian and drainage culvert shall be referred to herein as the “pedestrian culvert”. Refer to sheets TS02 and OS01 within this **Exhibit A**.

CDOT and the Local Agency agree that the Local Agency shall be solely responsible for the operations and maintenance of the pedestrian culvert and associated features, and any future costs that may arise as a result of the pedestrian culvert and associated features requiring change, reconfiguration, relocation, or any other modification for future widening or modification of SH 224, roadways, structures, or features that may require modification for the benefit of the SH 224 corridor, and described herein.

### **CDOT Responsibilities**

1. Normal wear of roadway pavement.
2. Travelled way signage and striping.
3. Roadway delineators approaching the pedestrian culvert.
4. Median cover.
5. Signalization and signal devices at York Street.

### **Local Agency Responsibilities**

1. Complaints, issues, litigation, or other legal actions that may arise as a result of the presence, configuration, functionality, and geometry of the pedestrian culvert, storm sewer network, pedestrian trail, handrail, roadside hazards and roadside safety hardware, guardrail, Clear Creek Trail, and any other associated features necessary due to the presence of the pedestrian culvert. Examples include but are not limited to: abnormal roadway degradation, channel degradation, ponding,

flooding, environmental impacts, icing, bicycle crashes, vehicle crashes, or other unsafe conditions that arise due to the roadway and roadside geometry, design, or maintenance of the pedestrian culvert, drainage system and associated features. See Exhibits 1 and 2 within this **Exhibit A**.

2. The Local Agency shall contribute to any and all additional future design, construction, right-of-way, utilities, and permitting costs necessary for CDOT to modify or widen SH 224 due to the presence of the pedestrian culvert, pedestrian walkway, storm sewer network, utilities placed as a result of this project, and associated features. This includes:
  - a. Lengthening the culvert as necessary, and removal and replacement of any necessary features such as culvert headwalls and wingwalls.
  - b. Modification of the pedestrian path, and all associated features such as walls, railing, mountable curbs, striping, and signing. Refer to sheets PP01 and PP02 within this **Exhibit A**.
  - c. Modification of the associated storm drain system.
  - d. Protection and placement of utilities.
  - e. Ancillary work necessary to account for the presence of the pedestrian culvert and drainage system such as clearing and grubbing, tree removal, seeding, waterway channel work, slope stabilization, scour mitigation, backfill, environmental permitting, floodplain permitting, or any other items necessary to compensate for the presence of the pedestrian culvert and drainage system to modify SH 224 (this shall not include any work that would have been necessary to modify SH 224 regardless of the presence or absence of the pedestrian culvert).
3. Future maintenance or repair work that may be necessary due to the presence of the impacted water line as shown on sheet WT 01 within this **Exhibit A**, sanitary sewer line as shown on sheets ST 01, SS01, and SS02 within this **Exhibit A**, or any other utilities within the disturbed project footprint. See Exhibits 3, 4, 5, and 6 within this **Exhibit A**.

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# ADAMS COUNTY, COLORADO

## PEDESTRIAN / DRAINAGE CULVERT IMPROVEMENTS

### STATE HIGHWAY 224

NOVEMBER, 2016



 **VICINITY MAP**  
NOT TO SCALE

#### OWNER

Adams County  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601  
CONTACT: ANNA SPARKS, P.E., C.F.M.  
asparks@adcogov.org  
(720) 523-6859

#### CIVIL ENGINEER

Drexel, Barrell & Co.  
1800 38th STREET  
BOULDER, COLORADO 80301  
CONTACT: PAUL MOREAU, P.E.  
pmoreau@drexelbarrell.com  
(303) 442-4338

#### SHEET NO.

1	CS01	COVER SHEET
2-3	NT01-02	GENERAL NOTES & LEGEND
4	MS01	CDOT M&S STANDARD PLAN LIST
5-6	TS01-02	TYPICAL SECTIONS
7-8	DT01-02	DETAILS
9	SV01	SURVEY CONTROL DIAGRAM
10	DM01	DEMOLITION PLAN
11	OS01	OVERALL SITE PLAN
12-13	PP01-02	TRAIL PLAN & PROFILE
14	GP01	GRADING PLAN
15	RR01	RIPRAP PLAN
16	RR02	RIPRAP DETAILS
17-18	SS01-02	SANITARY PLAN & PROFILE
19	ST01	STORM SEWER PLAN & PROFILE
20	UD01	UNDERDRAIN PLAN & PROFILE
21	WT01	WATER PLAN & PROFILE
22-24	SWMP01-03	STORM WATER MANAGEMENT PLAN (FUTURE)
25	SP01	SIGNING AND STRIPING PLAN (FUTURE)
26	TC01	TRAFFIC CONTROL PLAN (FUTURE)
27	RW01	RIGHT OF WAY PLAN (FUTURE)

#### INDEX OF SHEETS

PREPARED BY:



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CONTACT: PAUL D. MOREAU, P.E.  
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COLORADO SPRINGS  
GREELEY

OWNER/CLIENT:



**ADAMS COUNTY**  
COLORADO

4430 SOUTH ADAMS COUNTY  
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ANNA SPARKS, P.E., C.F.M.

CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
CULVERT**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
-------	------

PRELIMINARY SET	11/30/16
-----------------	----------

DESIGNED BY:	PDM
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DRAWN BY:	GSG
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CHECKED BY:	TDM
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FILE NAME: 20805-01\_CS01

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VERTICAL: N/A

COVER  
SHEET

PROJECT:20805-01BLTR

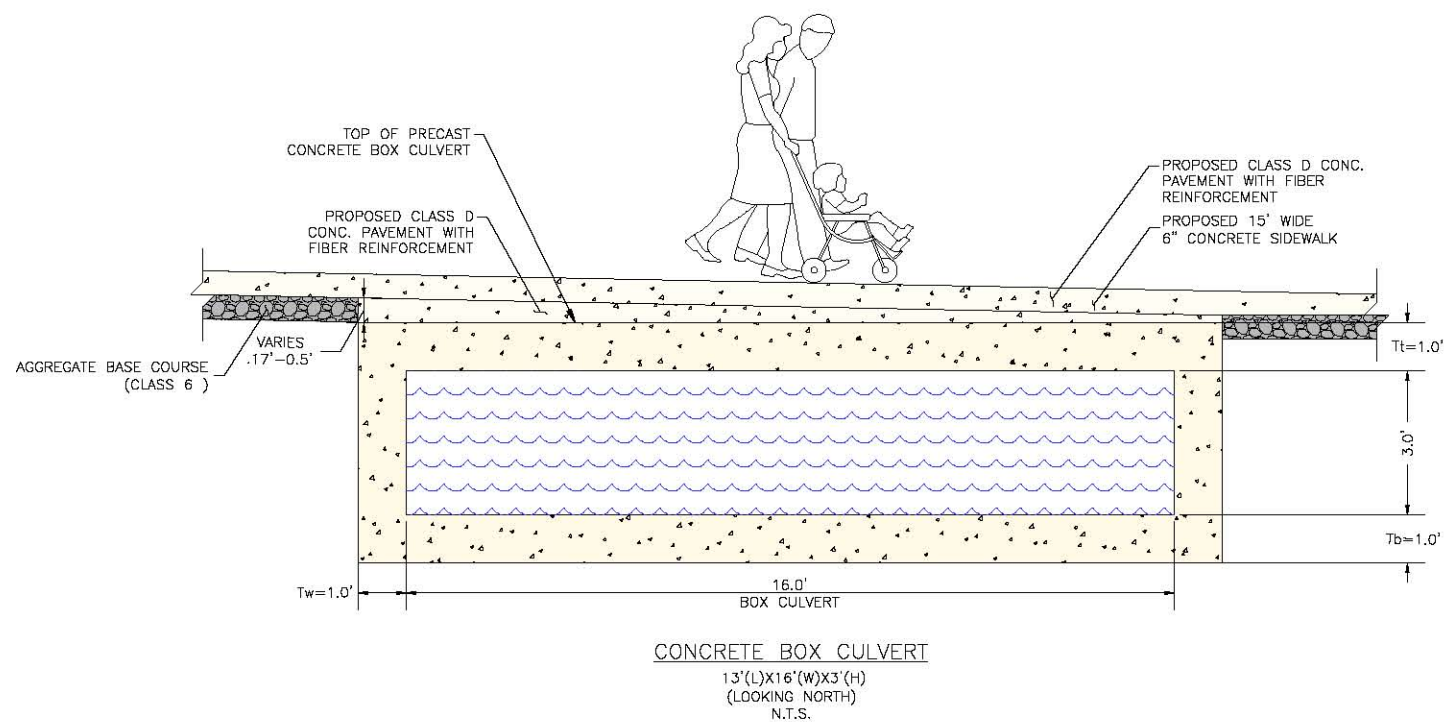
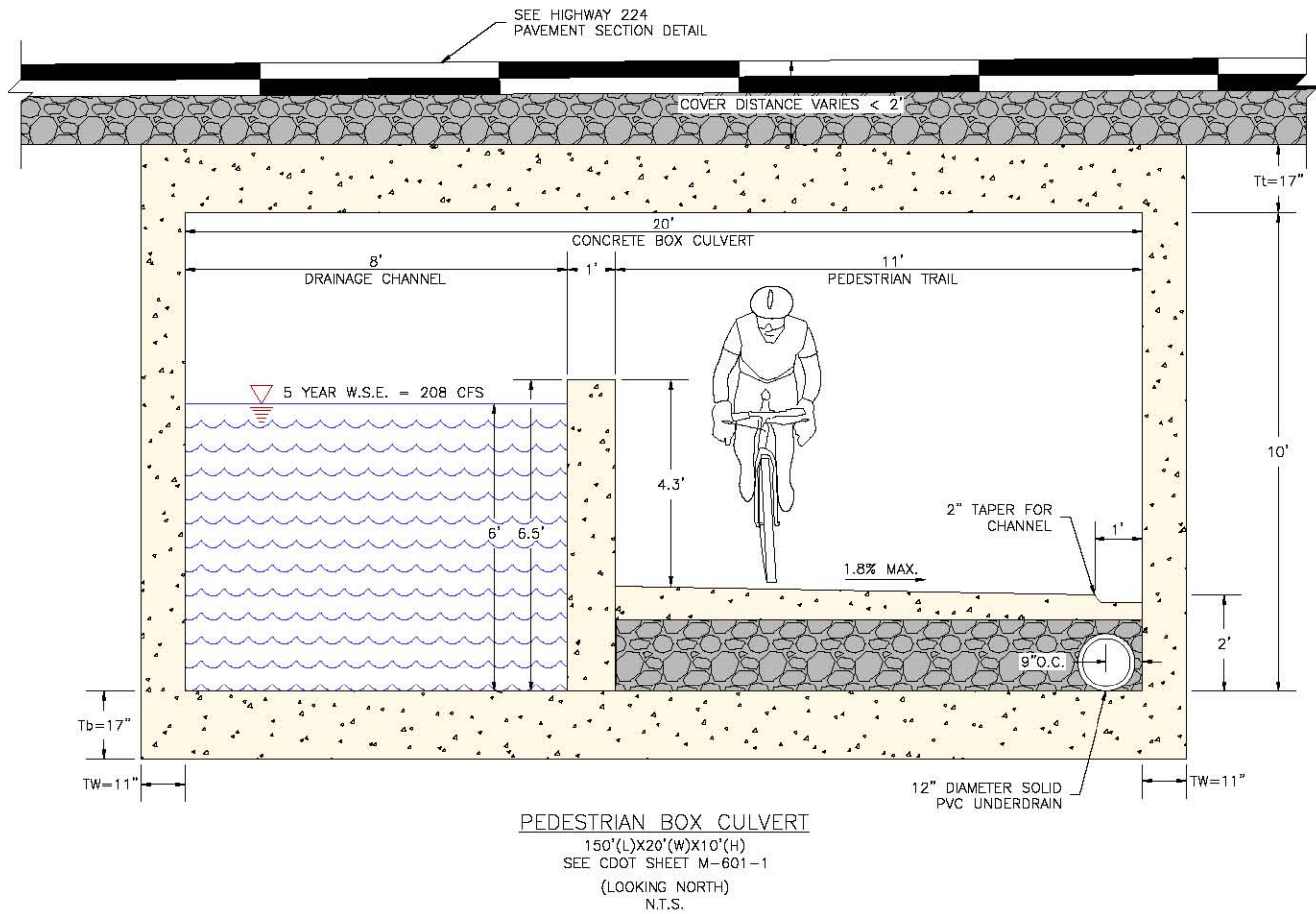
DRAWING NO.

**CS01**

SHEET: 1 OF 21



Know what's below.  
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**SH 224 & YORK STREET  
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CULVERT**  
ADAMS COUNTY, COLORADO

ISSUE DATE

PRELIMINARY SET 11/30/16

DESIGNED BY: PDM

DRAWN BY: GSG

CHECKED BY: TDM

FILE NAME: 20805-01\_TS01

ORIGINAL DRAWING SCALE:

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VERTICAL: N/A

**TYPICAL  
SECTIONS**

PROJECT: 20805-01BLTR

DRAWING NO.

**TS02**

SHEET: 6 OF 21

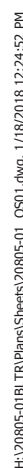


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Call before you dig.

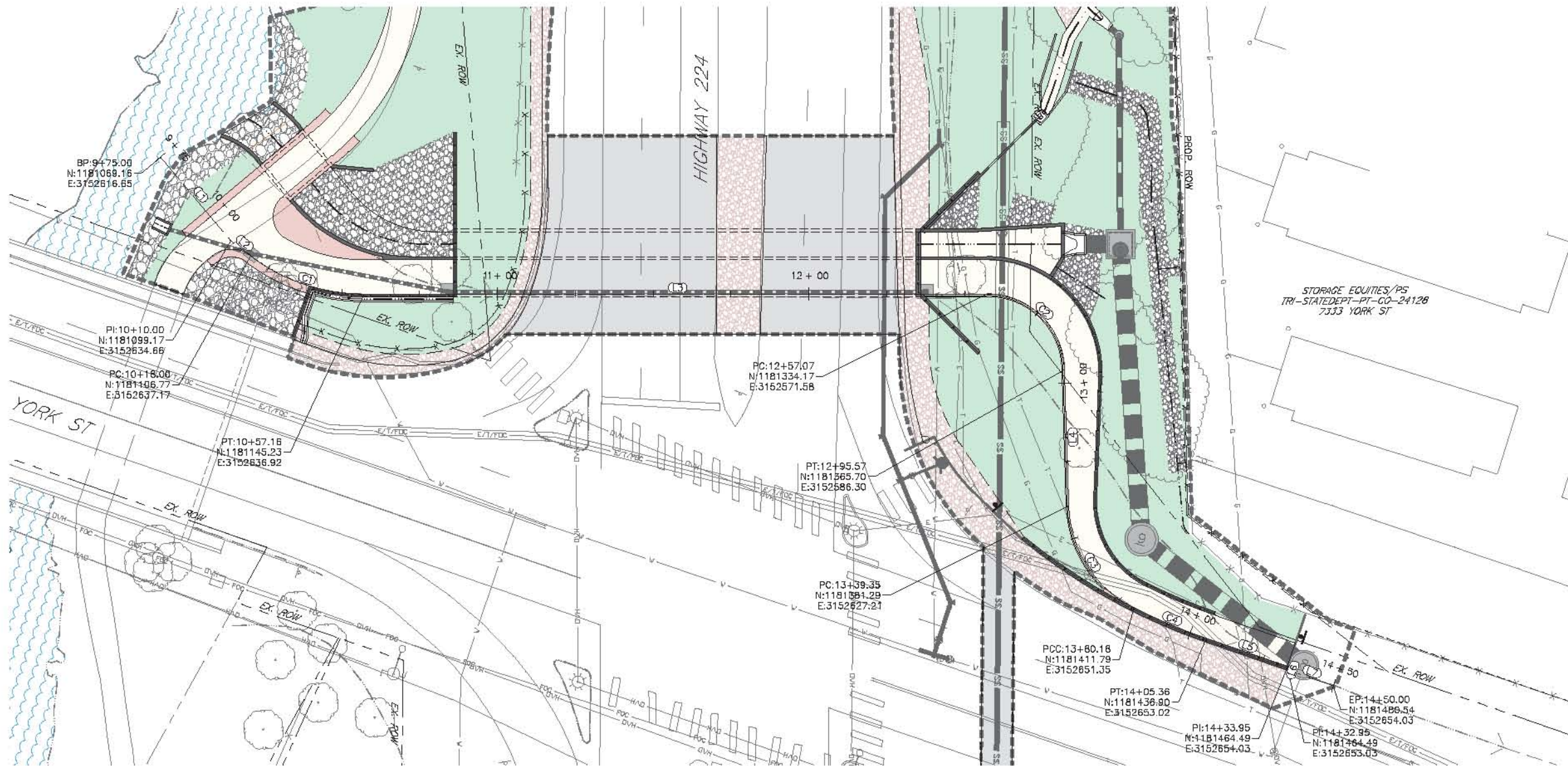


SHEET: 10 OF 29

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







PEDESTRIAN TRAIL ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	35.00		N30°58'13"E
L2	8.00		N18°18'46"E
C1	39.15	60.00	37°23'22"
L3	199.92		N19°04'36"W
C2	38.49	25.00	68°12'59"
L4	43.78		N69°06'23"E
C3	40.83	38.00	61°33'53"
C4	25.19	191.00	7°33'18"
L5	27.59		N0°01'12"E
L6	1.00		S89°58'48"E
L7	16.05		N0°01'12"E

20 10 0 20 40  
SCALE IN FEET

PREPARED BY:

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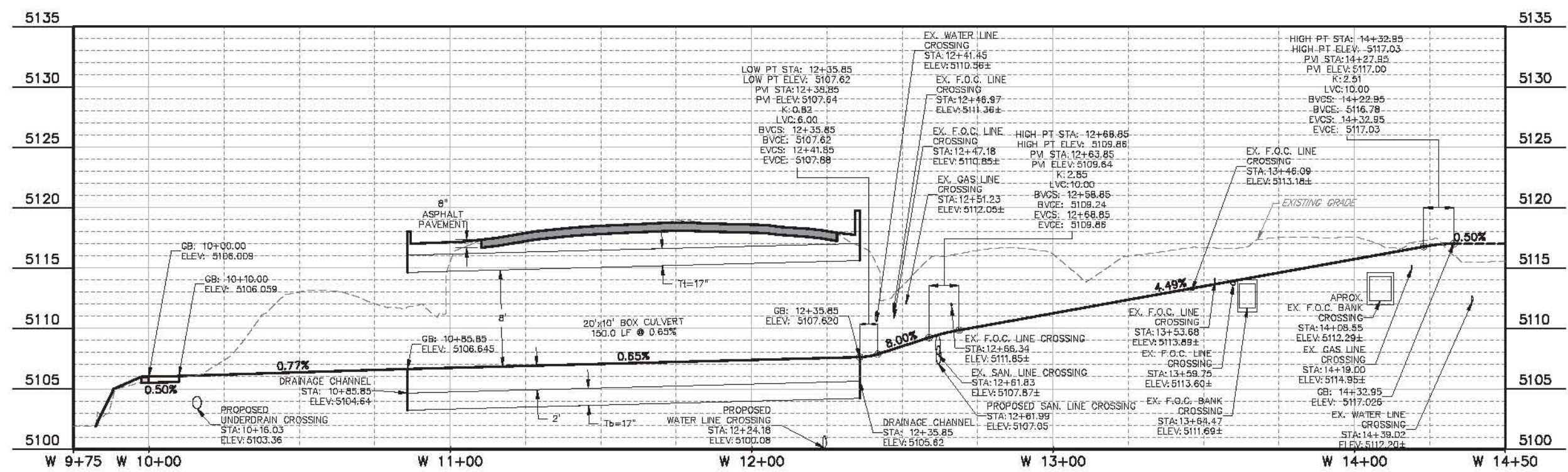
CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
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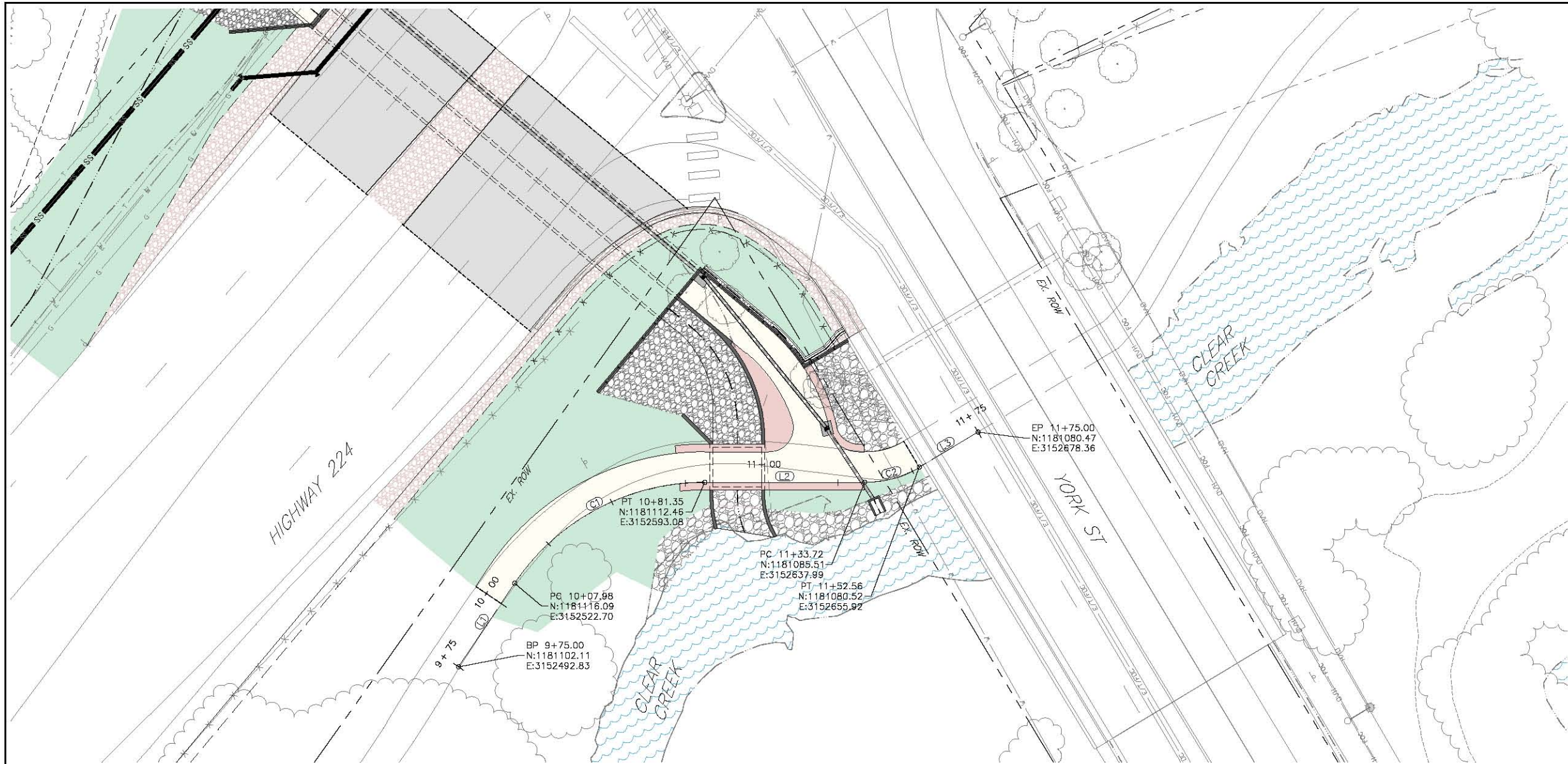
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VERTICAL: 1" = 5'

**TRAIL PLAN  
&  
PROFILE**

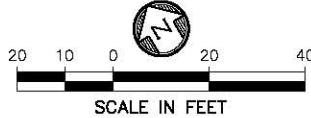
PROJECT: 20805-01BLTR  
DRAWING NO.







PEDESTRIAN TRAIL ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	32.98		N64°55'29"E
C1	73.36	75.00	S6°02'44"
L2	52.38		S59°01'47"E
C2	18.84	35.00	30°50'28"
L3	22.44		S89°52'15"E



PREPARED BY:

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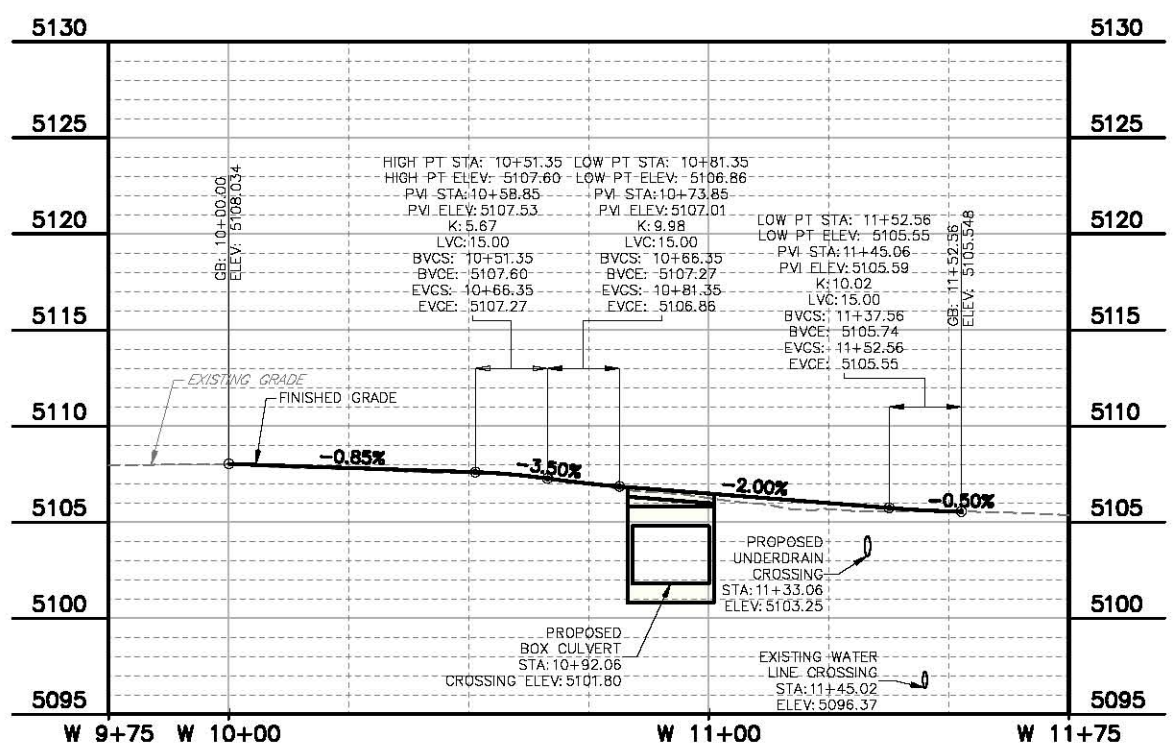
CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
CULVERT**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_PP02

ORIGINAL DRAWING SCALE:  
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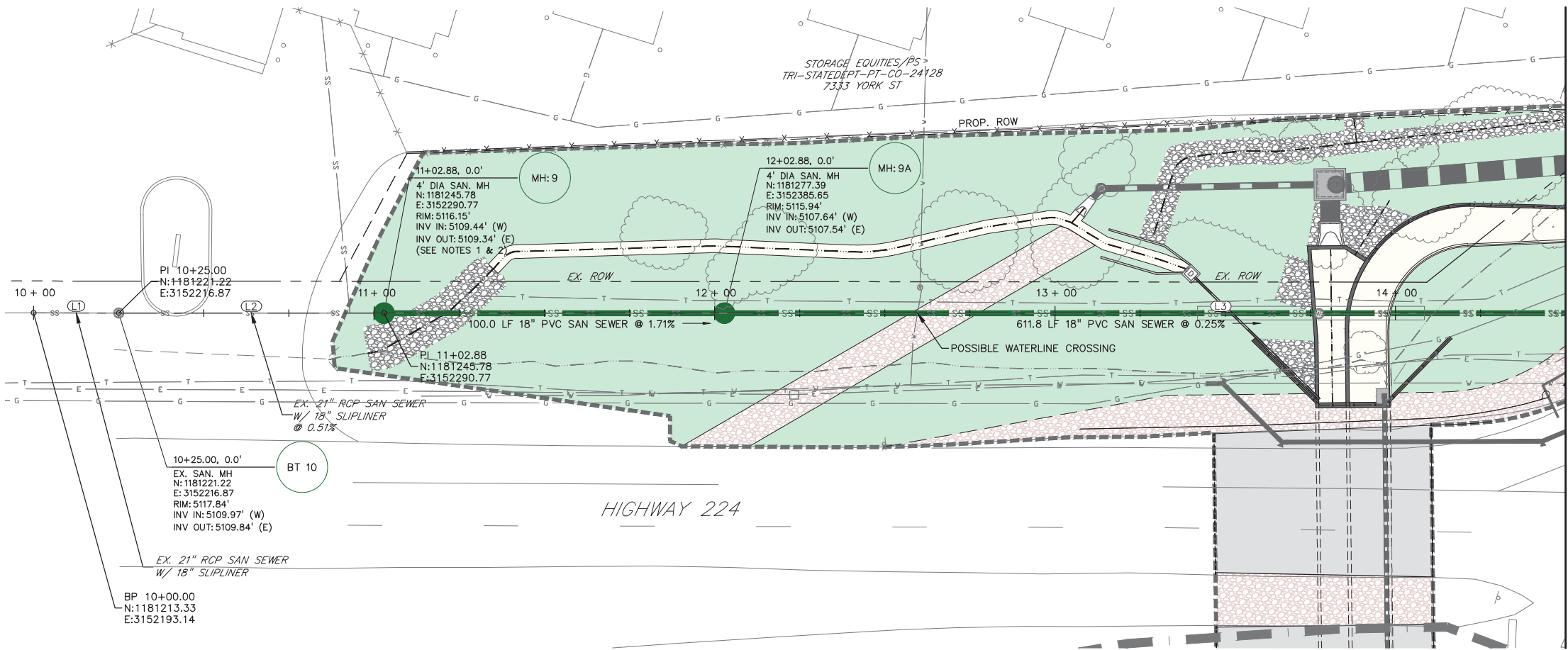
**TRAIL PLAN  
&  
PROFILE**

PROJECT: 20805-01 BLTR  
DRAWING NO.





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SANITARY LINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N71°36'45"E
L2	77.88		N71°36'45"E
L3	711.76		N71°34'35"E
L4	35.36		N71°33'13"E



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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_SS01

ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: 1"=5'

**SANITARY  
PLAN &  
PROFILE**

PROJECT: 20805-01BLTR  
DRAWING NO.

**SS01**

SHEET: 16 OF 29

### SANITARY SEWER NOTES

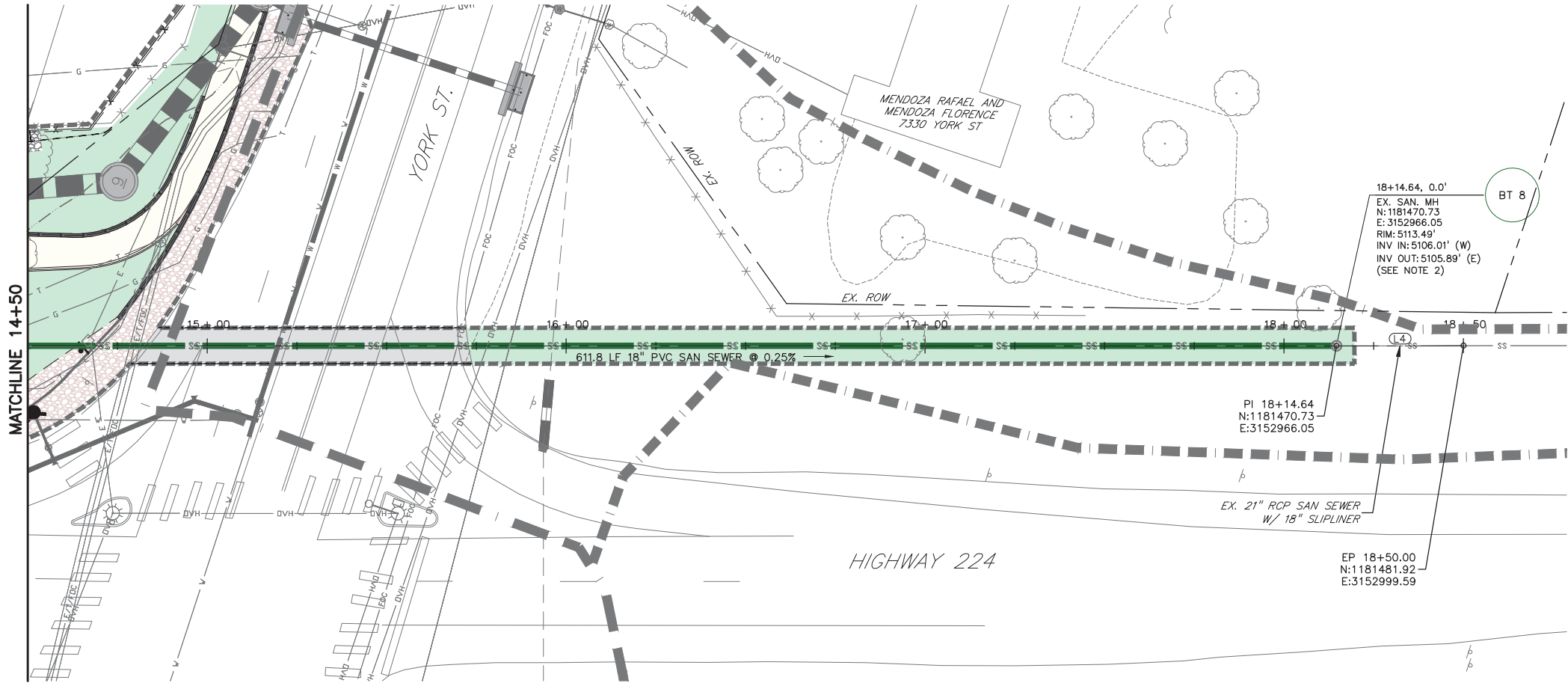
- MANHOLE BASE MUST BE CAST-IN-PLACE. CONTRACTOR SHALL CAREFULLY CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT. CLEAN AND SCARIFY OUTSIDE FACE OF CONCRETE PIPE, AND APPLY BONDING AGENT PRIOR TO POURING CONCRETE BASE.
- CONTRACTOR SHALL CAREFULLY SAW CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT AS CLOSE TO THE MANHOLE AS POSSIBLE. CAREFULLY REMOVE ANY EXISTING PIPE AND GROUT PROTRUDING INTO THE MANHOLE BASE TO ALLOW THE GROUTING IN OF THE NEW PVC PIPE, USING NON-SHRINK GROUT.



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Call before you dig.



H:\20805-01BLTR\Plans\Sheets\20805-01\_SS01.dwg, 1/19/2018 12:28:57 PM



SANITARY LINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N71°36'45"E
L2	77.88		N71°36'45"E
L3	711.76		N71°34'35"E
L4	35.36		N71°33'13"E



PREPARED BY:

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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE DATE

PRELIMINARY SET 11/30/16  
PROGRESS SET 1/8/18

DESIGNED BY: PDM  
DRAWN BY: GSG  
CHECKED BY: TDM

FILE NAME: 20805-01\_SS01

ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: 1"=5'

SANITARY  
PLAN &  
PROFILE

PROJECT:20805-01BLTR  
DRAWING NO.

**SS02**

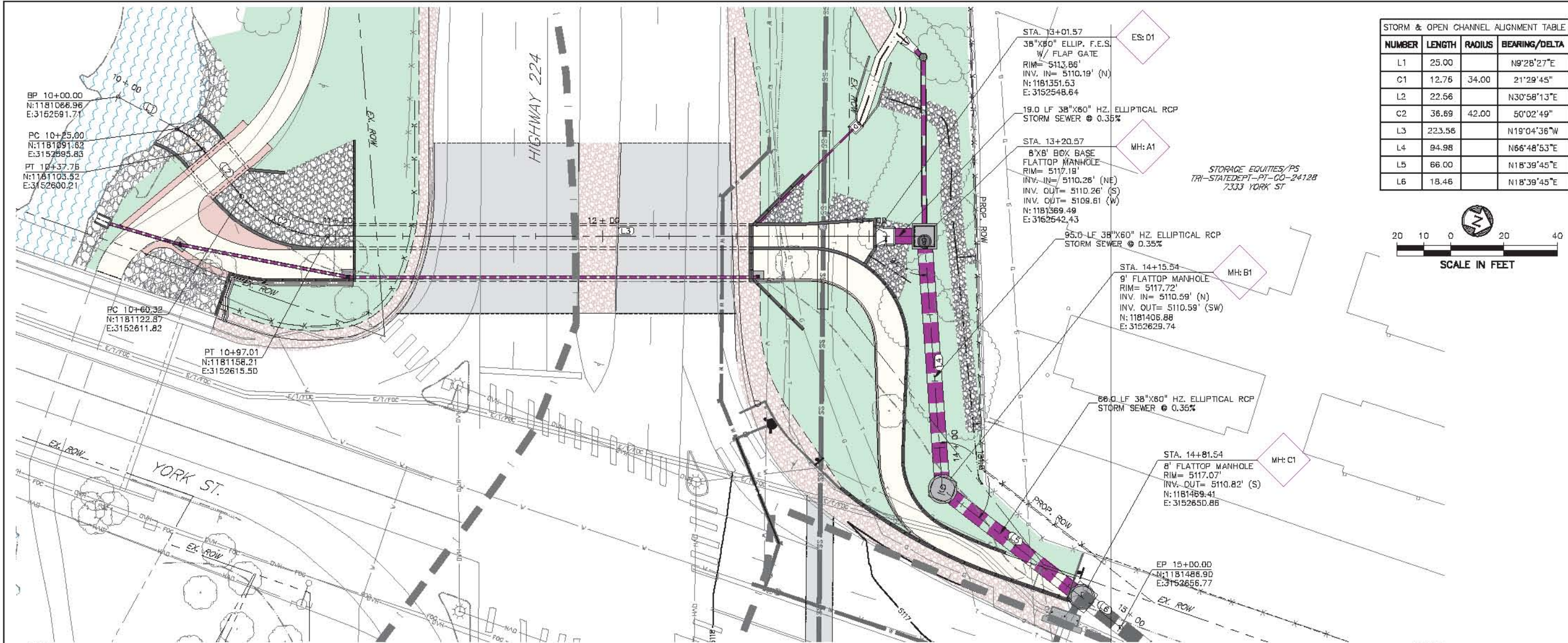
SHEET: 17 OF 29

### SANITARY SEWER NOTES

- MANHOLE BASE MUST BE CAST-IN-PLACE. CONTRACTOR SHALL CAREFULLY CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT. CLEAN AND SCARIFY OUTSIDE FACE OF CONCRETE PIPE, AND APPLY BONDING AGENT PRIOR TO POURING CONCRETE BASE.
- CONTRACTOR SHALL CAREFULLY SAW CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT AS CLOSE TO THE MANHOLE AS POSSIBLE. CAREFULLY REMOVE ANY EXISTING PIPE AND GROUT PROTRUDING INTO THE MANHOLE BASE TO ALLOW THE GROUTING IN OF THE NEW PVC PIPE, USING NON-SHRINK GROUT.







STORM & OPEN CHANNEL ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N9°28'27"E
C1	12.76	34.00	21°29'45"
L2	22.56		N30°58'13"E
C2	36.69	42.00	50°02'49"
L3	223.56		N19°04'36"W
L4	94.98		N66°48'53"E
L5	66.00		N18°39'45"E
L6	18.46		N18°39'45"E



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OWNER/CLIENT:

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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/18
PROGRESS SET	1/8/19
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_ST01

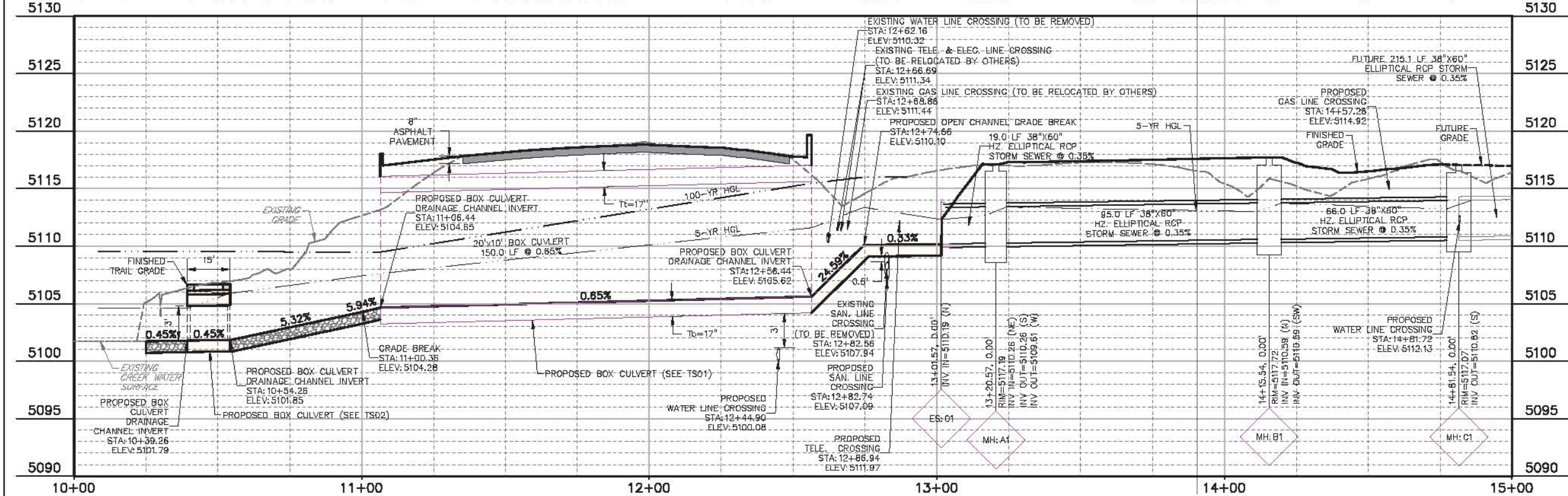
ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: 1"=5'

**STORM  
SEWER PLAN  
& PROFILE**

PROJECT: 20805-01BLTR  
DRAWING NO.

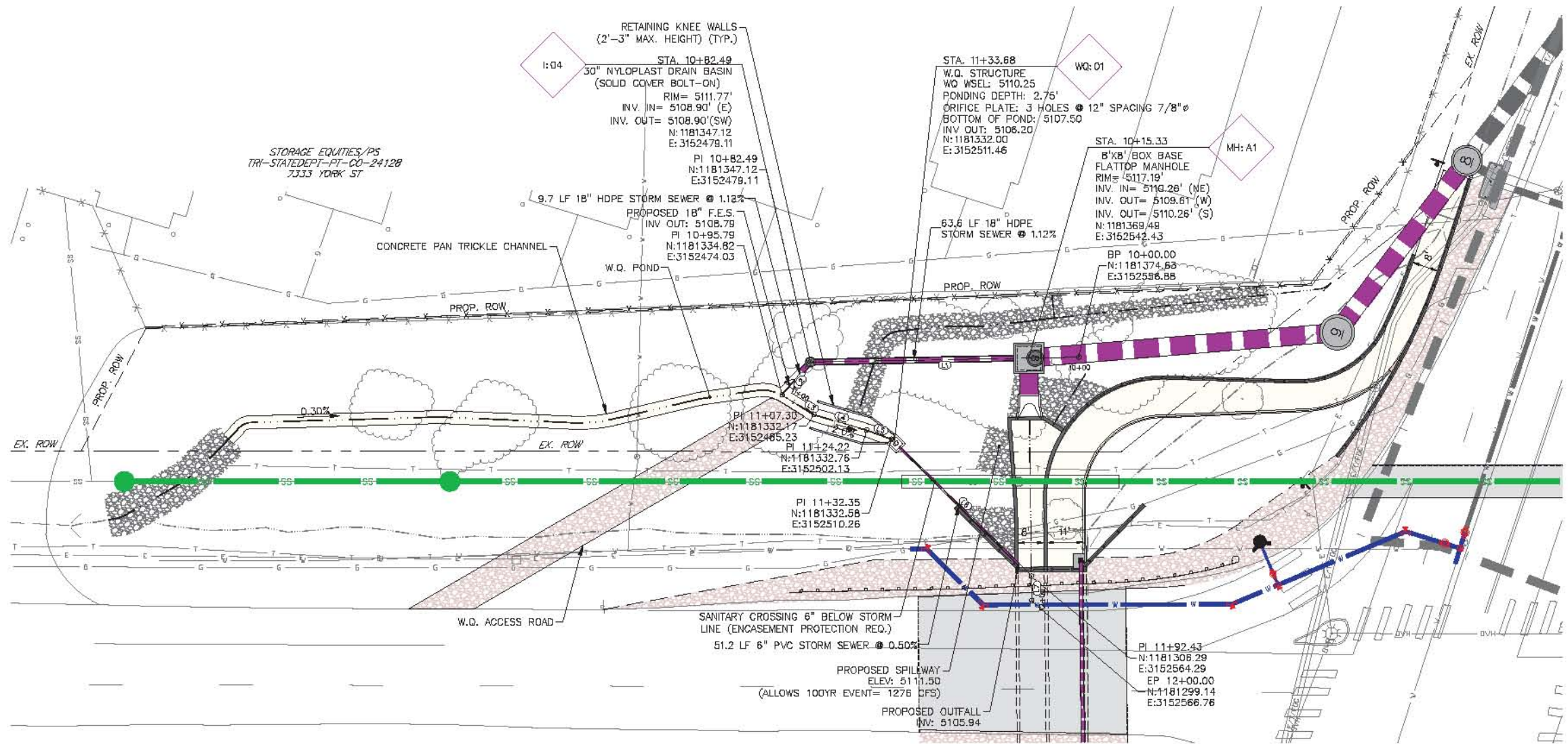
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SHEET: 18 OF 29

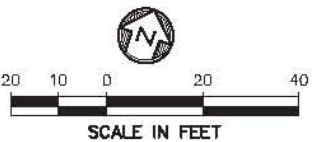
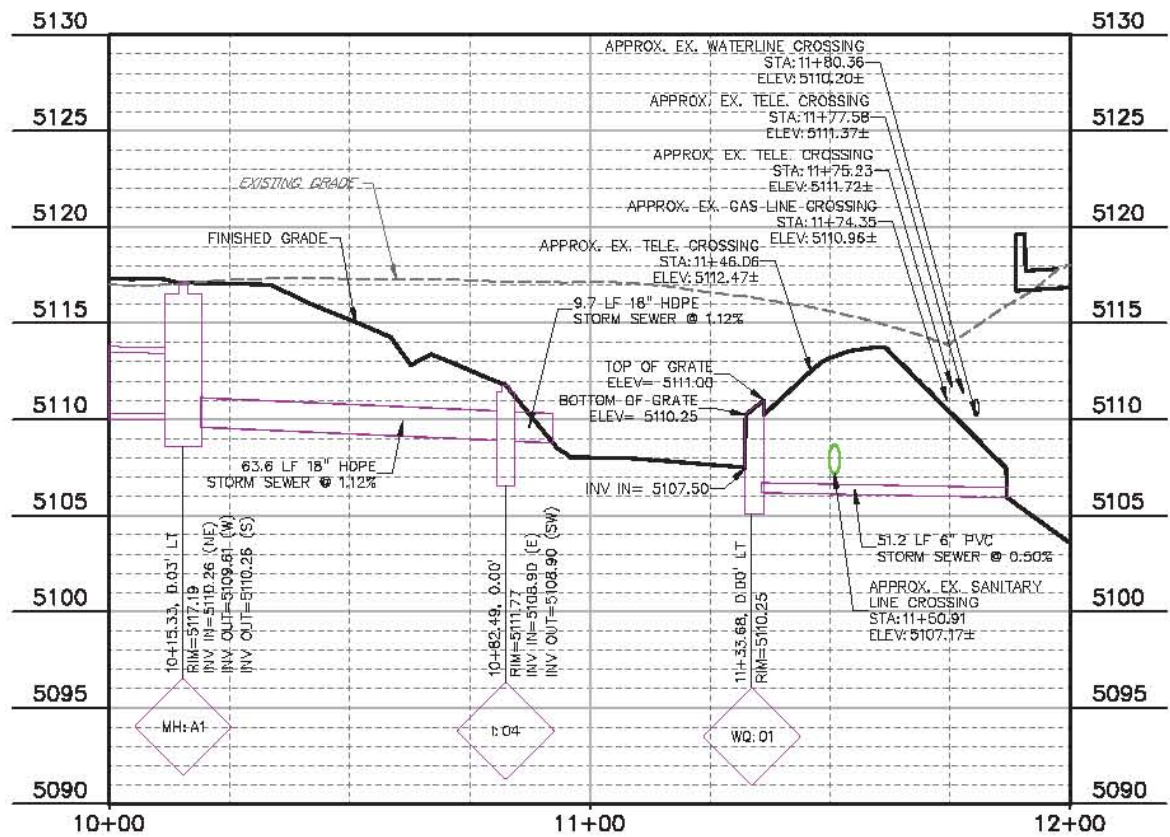




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ALIGNMENT TABLE		
LINE	LENGTH	BEARING
L1	82.49'	S70°30'51"W
L2	13.30'	S22°28'23"W
L3	11.51'	S76°39'57"E
L4	16.91'	N87°59'43"E
L5	8.13'	S88°42'56"E
L6	60.09'	S84°03'14"E
L7	7.57'	S19°04'36"E



PREPARED BY:

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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

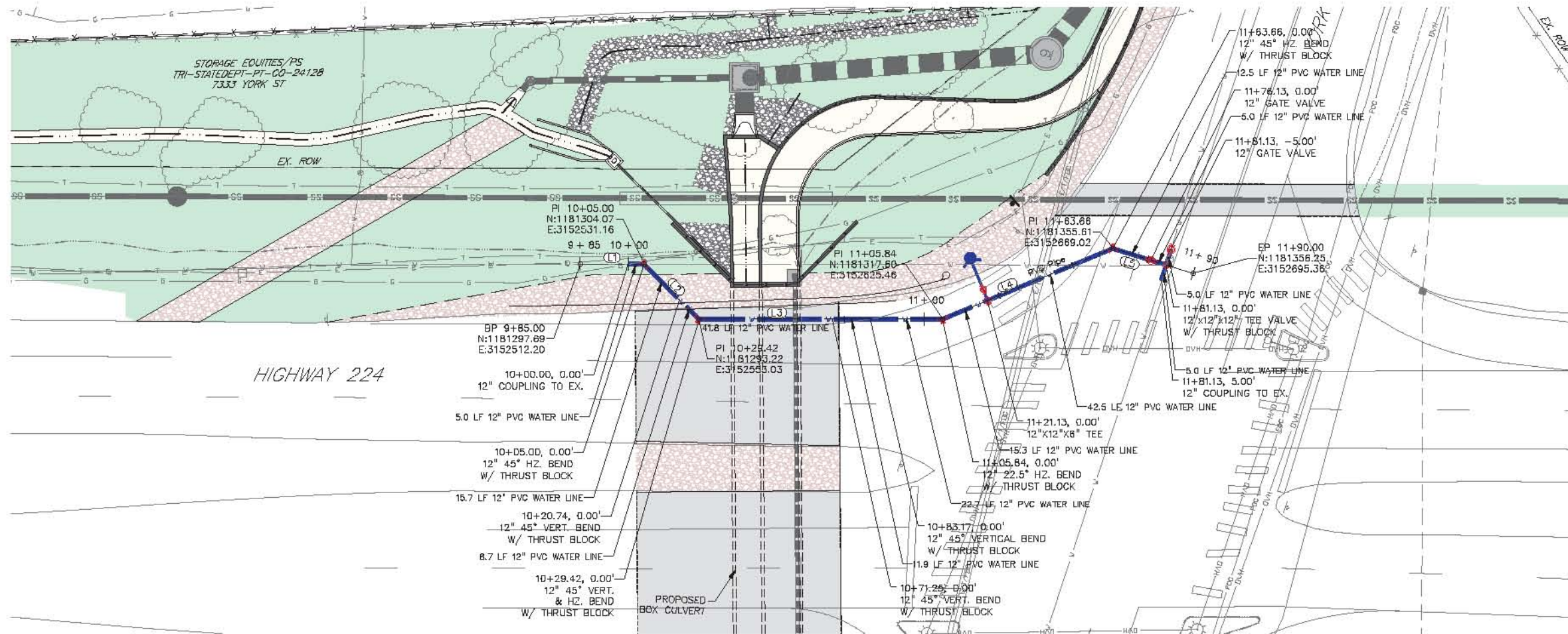
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PROGRESS SET	1/8/19
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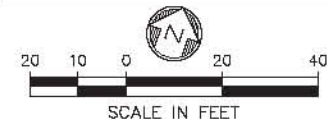
**STORM  
SEWER PLAN  
& PROFILE**

PROJECT: 20805-01BLTR  
DRAWING NO.





WATERLINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	20.00		N71°23'39"E
L2	24.42		S63°36'21"E
L3	76.43		N71°23'39"E
L4	57.81		N48°53'39"E
L5	26.34		N88°36'40"E



PREPARED BY:

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GREELEY

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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18
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DRAWN BY:	GSG
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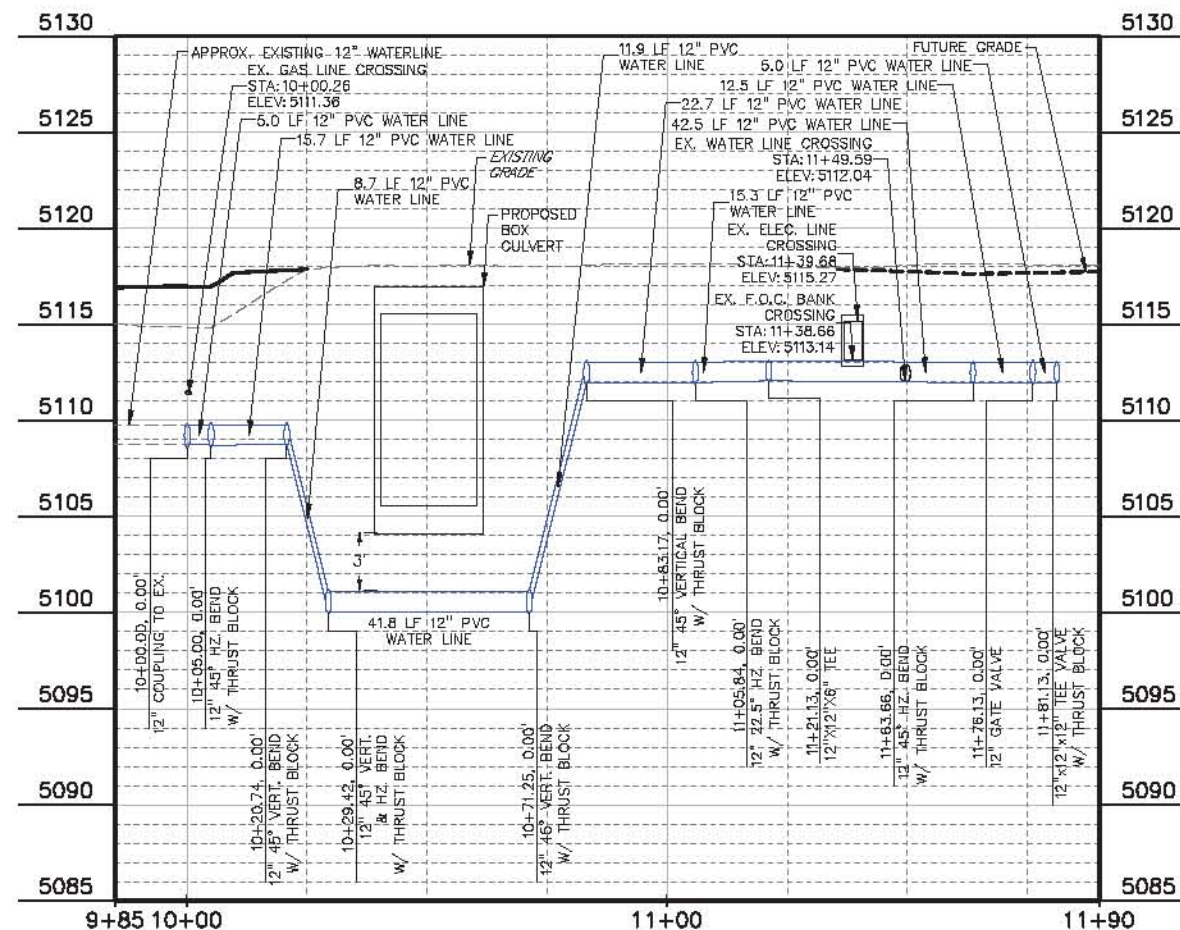
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**WATER  
PLAN &  
PROFILE**

PROJECT: 20805-01BLTR  
DRAWING NO.

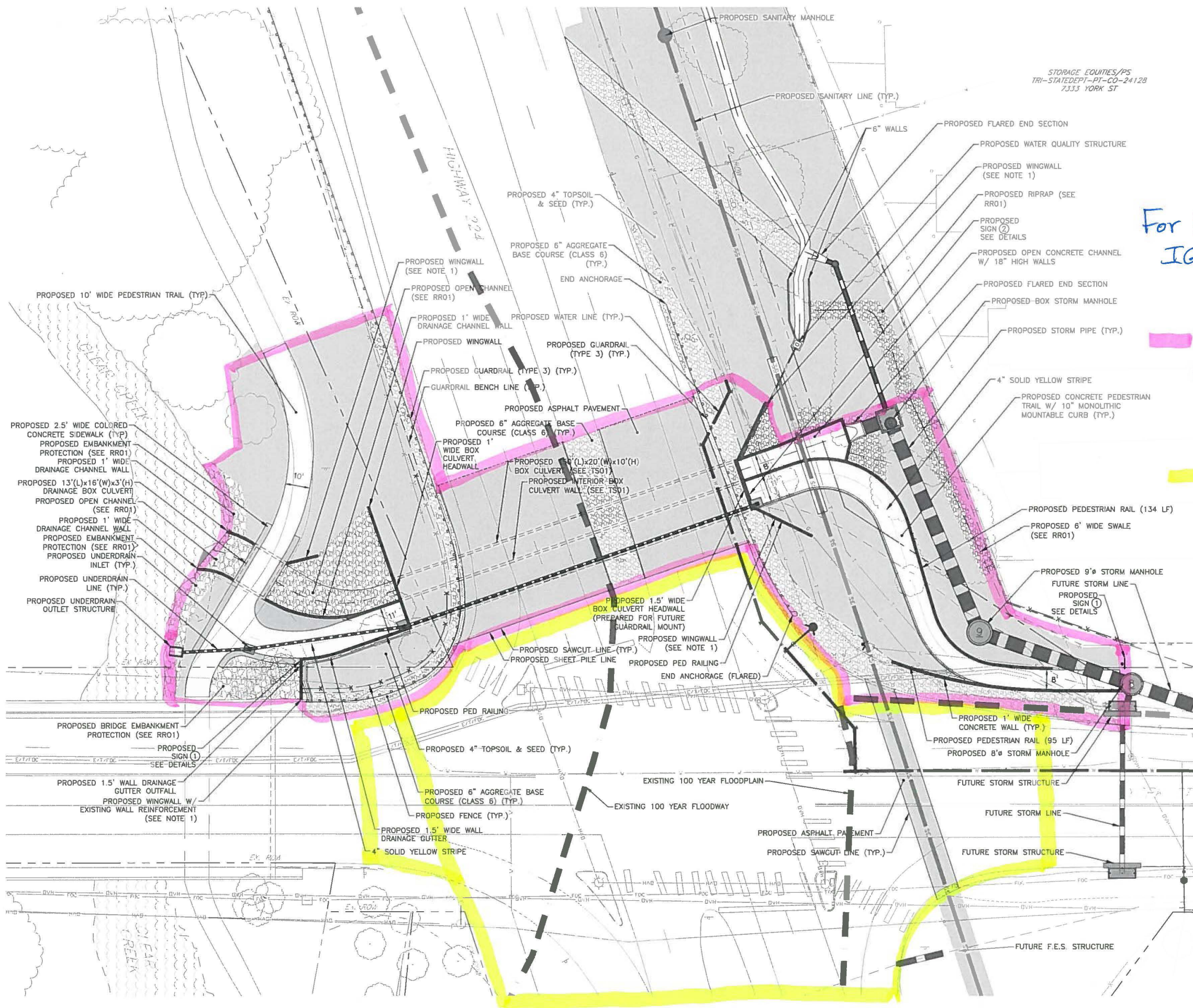
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SHEET: 21 OF 29

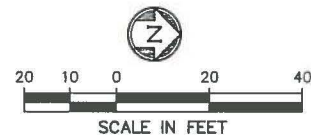




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NOTE:  
1. ALL WINGWALLS TO BE FITZGERALD FORMLINER PATTERN 16958 MANCHESTER FIN (1-1/2" DEEP x 6" RIB O.C.) OR APPROVED EQUIVALENT.



For Pedestrian-Culvert IGA

= Adams County Pedestrian Culvert - maintained by Adams County

= CDOT Maintenance

Exhibit 1

PREPARED BY:  
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CONSTRUCTION PLANS FOR:  
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UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/6/18
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_OS01

ORIGINAL DRAWING SCALE:  
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VERTICAL: N/A

OVERALL  
SITE  
PLAN

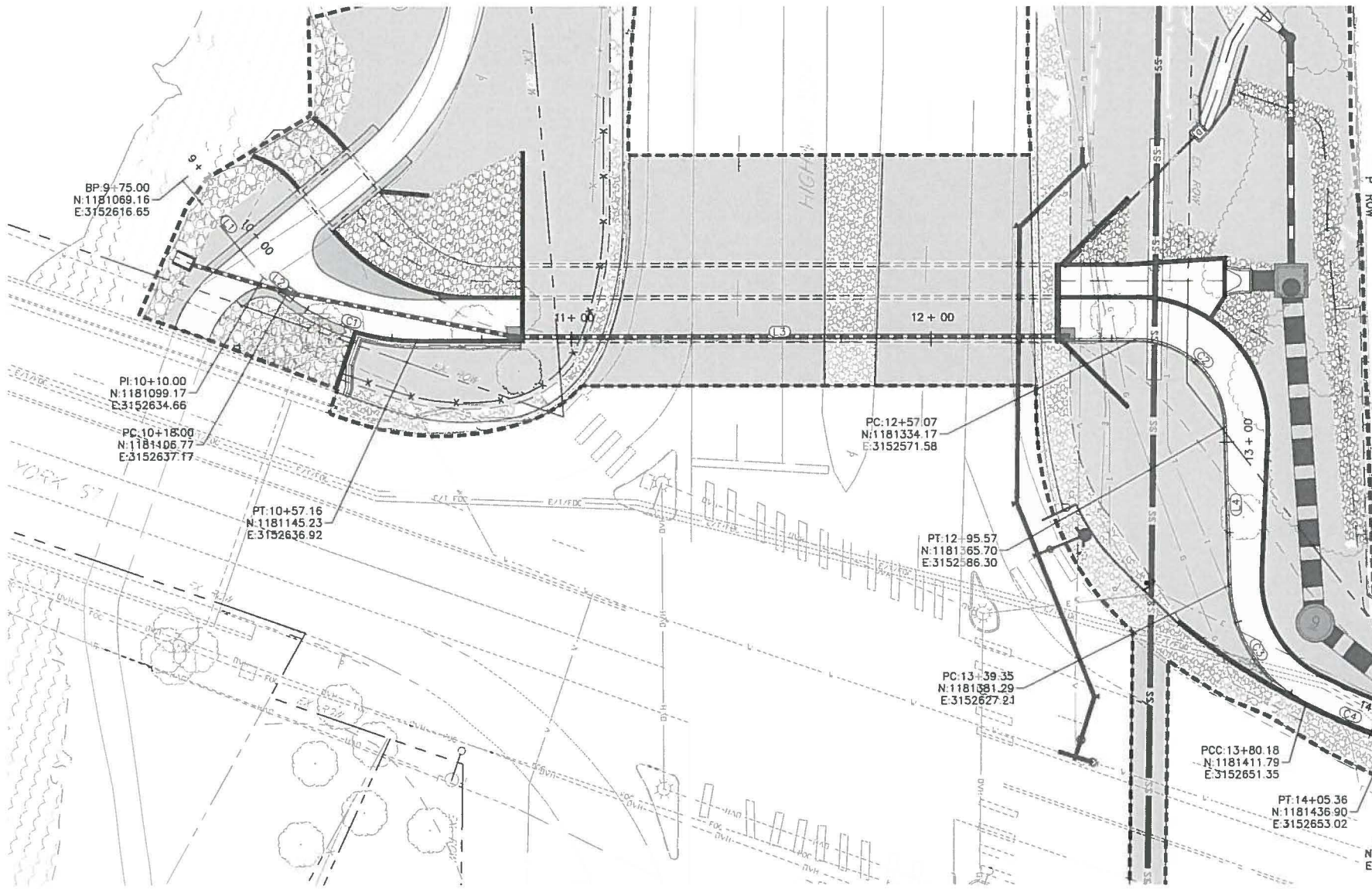
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DRAWING NO.

**OS01**

SHEET: 10 OF 29

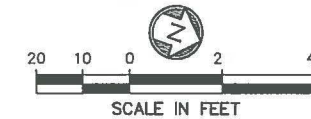






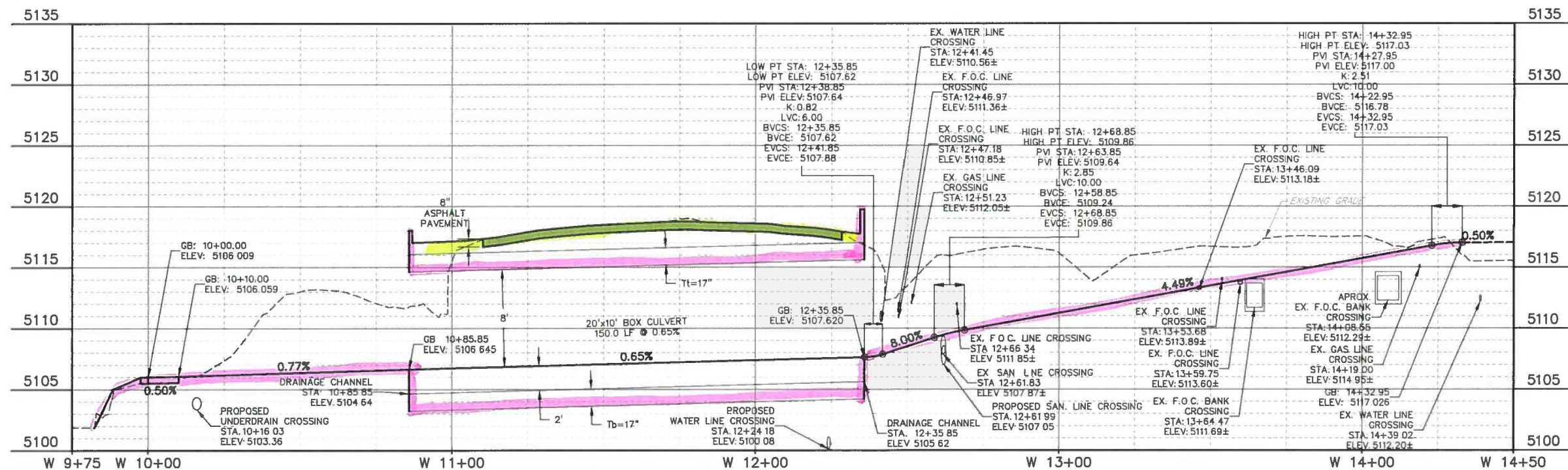
For Pedestrian-Culvert  
IGA

PEDESTRIAN TRAIL ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	35.00		N30°58'13"E
L2	8.00		N18°18'46"E
C1	39.15	6	37°23'22"
L3	199.92		N19°04'36"W
C2	38.49	25.00	88°12'59"
L4	43.78		N69°08'23"E
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L5	27.59		N0°01'12"E
L6	1.00		S89°58'48"E
L7	16.05		N0°01'12"E



= Adams County Pedestrian-Culvert-Maintenance by Adams Co.  
 = CDOT Maintenance

Exhibit 2



PREPARED BY:

**DBC**  
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Engineers-Surveyor  
(303) 442-1318  
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GREELEY

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CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE DATE

PRELIMINARY SET 11/30/16  
PROGRESS SET 1/6/18

DESIGNED BY: PDM

DRAWN BY: GSG

CHECKED BY: TDM

FILE NAME: 20805

1 ONTA  
TICAL

TRAIL PLAN  
&  
PROFILE

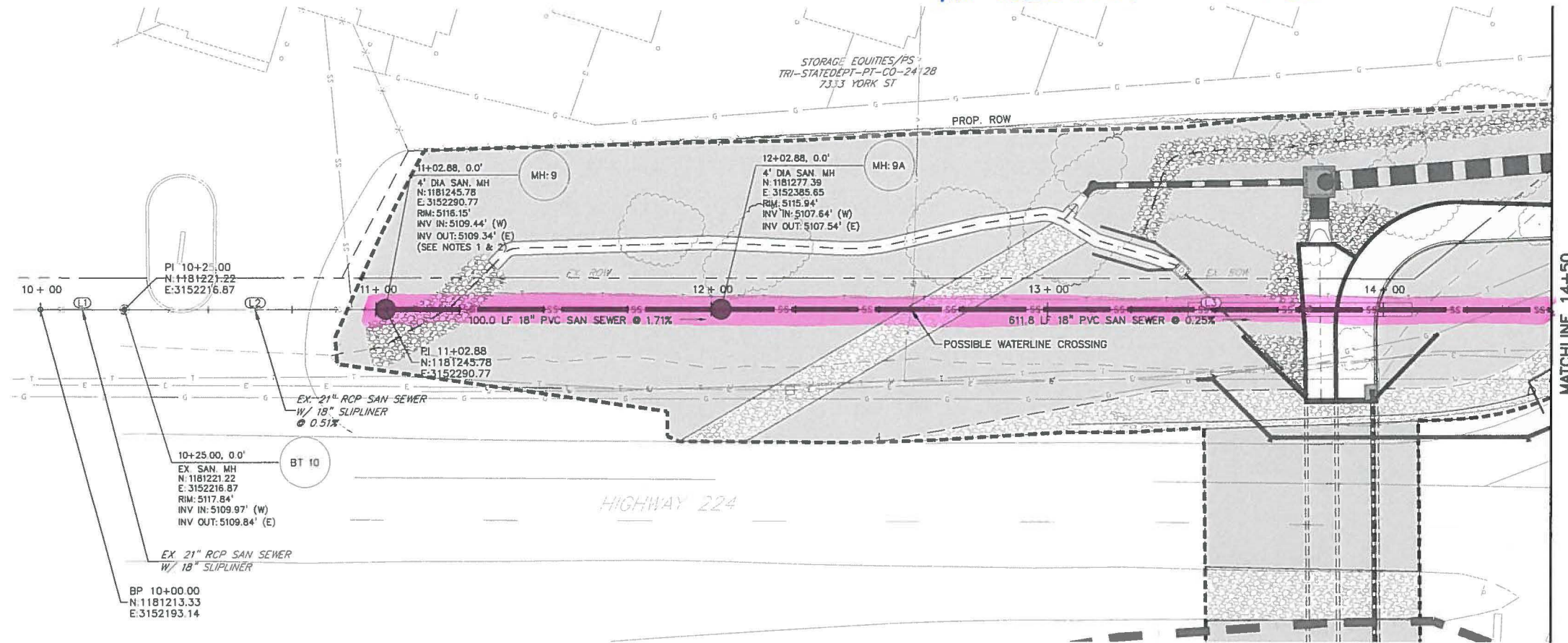
PROJECT: 20805-01BLTR  
DRAWING NO.

**PP01**

SHEET: 11 OF 29



# For Pedestrian-Culvert IGA

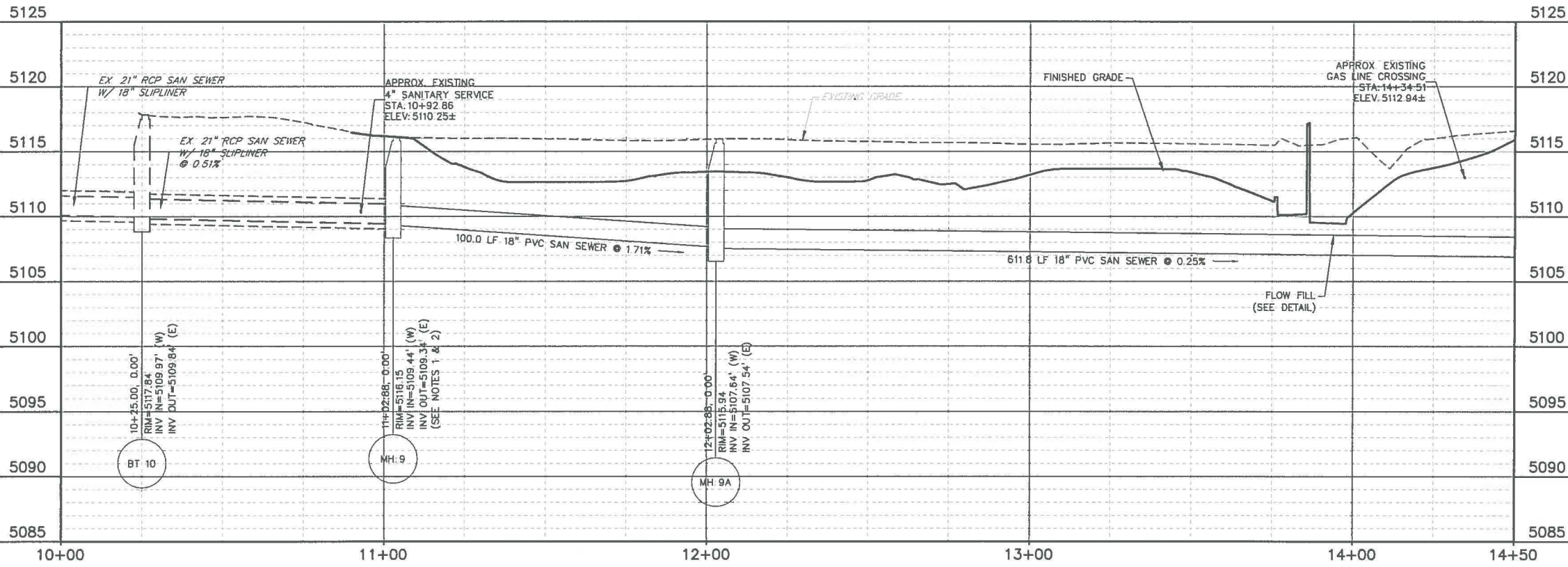


SANITARY LINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N71°36'45"E
L2	77.88		N71°36'45"E
L3	711.76		N71°34'35"E
L4	35.36		N71°33'13"E



*= Adams County Maintenance*

*Exhibit 3*



## SANITARY SEWER NOTES

- MANHOLE BASE MUST BE CAST-IN-PLACE. CONTRACTOR SHALL CAREFULLY CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT. CLEAN AND SCARIFY OUTSIDE FACE OF CONCRETE PIPE, AND APPLY BONDING AGENT PRIOR TO POURING CONCRETE BASE.
- CONTRACTOR SHALL CAREFULLY SAW CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT AS CLOSE TO THE MANHOLE AS POSSIBLE. CAREFULLY REMOVE ANY EXISTING PIPE AND GROUT PROTRUDING INTO THE MANHOLE BASE TO ALLOW THE GROUTING IN OF THE NEW PVC PIPE, USING NON-SHRINK GROUT.

PREPARED BY:

**DBC**  
Drexel, Barrell & Co.  
Engineers-Surveyors  
1800 18TH STREET  
BOULDER, COLORADO 80301  
CONTACT: PAUL D. MOREAU, P.E.  
(303) 442-4318  
BOULDER  
COLORADO SPRINGS  
GREELEY

OWNER/CLIENT:

**ADAMS COUNTY**  
4430 SOUTH ADAMS COUNTY PARKWAY  
BRIGHTON, CO 80601  
(720) 523-6895  
ANNA SPARKS, P.E., C.F.M.

CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18

DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_SS01

ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: 1"=5'

**SANITARY  
PLAN &  
PROFILE**

PROJECT: 20805-01BLTR  
DRAWING NO.

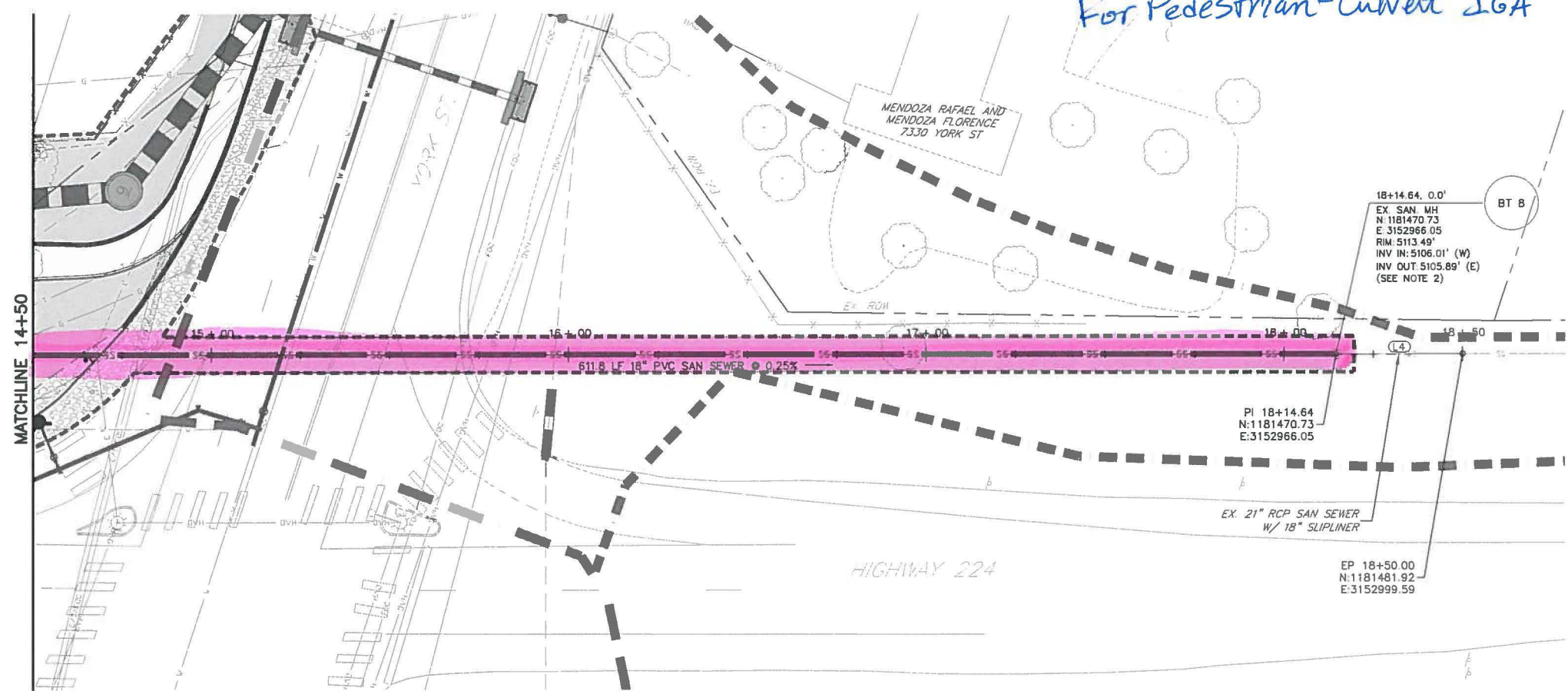
**SS01**

SHEET: 16 OF 29

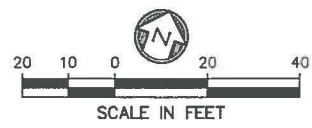




For Pedestrian-Culvert IGA

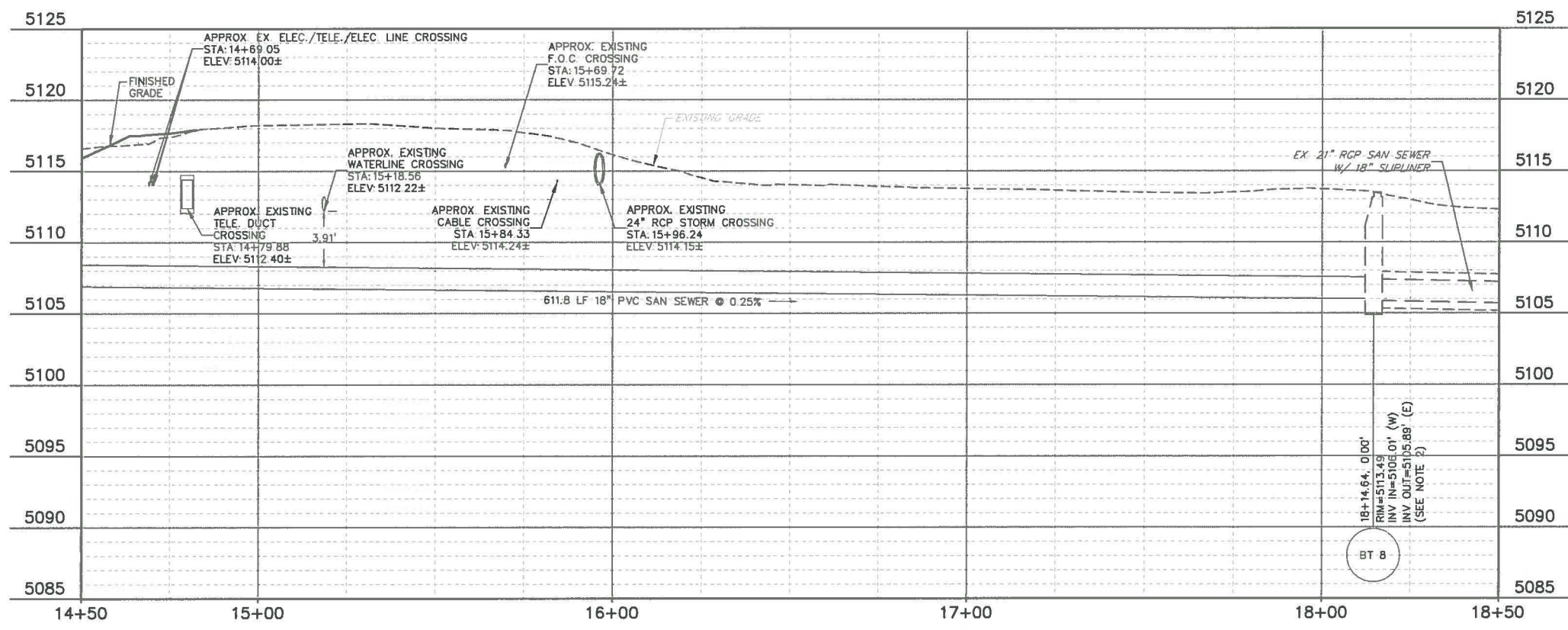


SANITARY LINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	25.00		N71°36'45"E
L2	77.88		N71°36'45"E
L3	711.76		N71°34'35"E
L4	35.36		N71°33'13"E



= Adams Co. Maintenance

Exhibit 4



**SANITARY SEWER NOTES**

1. MANHOLE BASE MUST BE CAST-IN-PLACE. CONTRACTOR SHALL CAREFULLY CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT. CLEAN AND SCARIFY OUTSIDE FACE OF CONCRETE PIPE, AND APPLY BONDING AGENT PRIOR TO POURING CONCRETE BASE.
2. CONTRACTOR SHALL CAREFULLY SAW CUT EXISTING RCP, HDPE PIPE AND ANNULAR SPACE GROUT AS CLOSE TO THE MANHOLE AS POSSIBLE. CAREFULLY REMOVE ANY EXISTING PIPE AND GROUT PROTRUDING INTO THE MANHOLE BASE TO ALLOW THE GROUTING IN OF THE NEW PVC PIPE, USING NON-SHRINK GROUT.

PREPARED BY:

**DBC**  
Drexel, Barrell & Co.  
Engineers & Surveyors  
1800 38TH STREET  
BOULDER, COLORADO 80301  
CONTACT: PAUL D. MORFITT, P.E.  
(303) 442-4338  
BOULDER  
COLORADO SPRINGS  
GREELEY

OWNER/CLIENT:

**ADAMS COUNTY**  
4430 SOUTH ADAMS COUNTY PARKWAY  
BRIGHTON, CO 80601  
(720) 523-6895  
ANNA SPARKS, P.E., C.F.M.

CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_SS01

ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: 1"=5'

**SANITARY  
PLAN &  
PROFILE**

PROJECT:20805-01BLTR  
DRAWING NO.

**SS02**

SHEET: 17 OF 29





# For Pedestrian Culvert IGA

PREPARED BY:

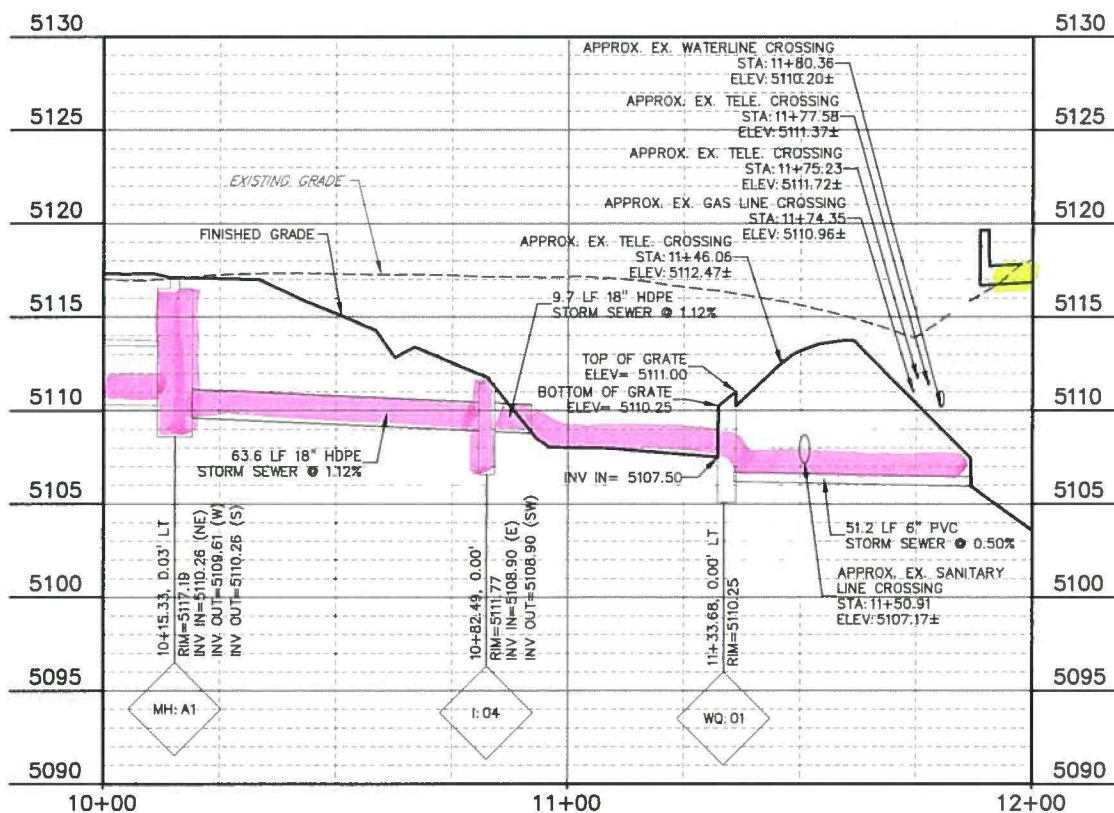
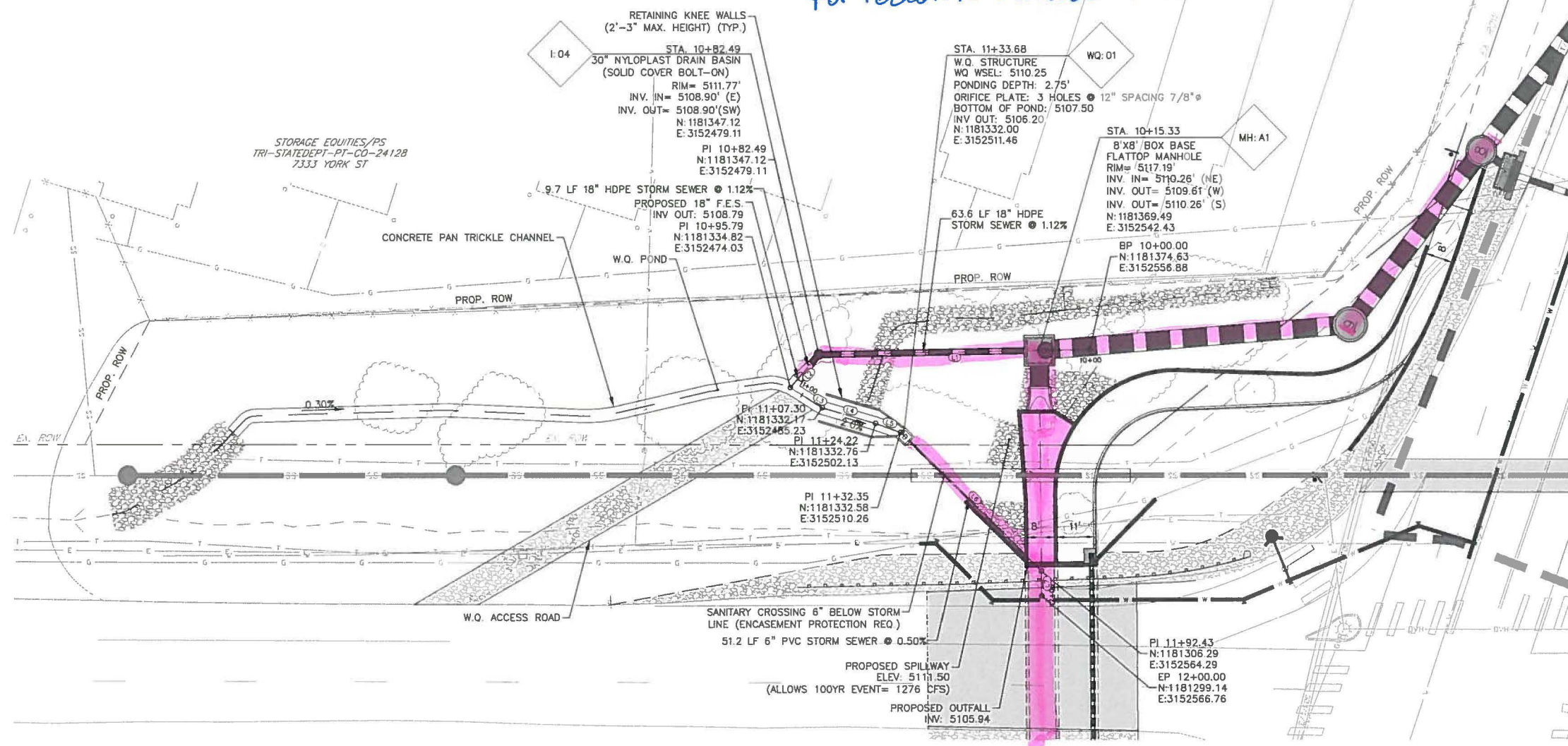
**DBC**  
Drexel, Barrell & Co.  
Engineers-Surveyors  
1800 38TH STREET  
BOULDER, COLORADO 80301  
CONTACT: PAUL D. MOREAU, P.E.  
(303) 442-4338

OWNER/CLIENT:

**ADAMS COUNTY**  
4430 SOUTH ADAMS COUNTY  
PARKWAY  
BRIGHTON, CO 80601  
(720) 523-6895  
ANNA SPARKS, P.E., C.F.M.

CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

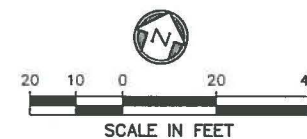
LINE	LENGTH	BEARING
L1	82.49'	S70°30'51"W
L2	13.30'	S22°28'23"W
L3	11.51'	S76°39'57"E
L4	16.91'	N87°59'43"E
L5	8.13'	S88°42'56"E
L6	60.09'	S64°03'14"E
L7	7.57'	S19°04'36"E



= Adams County Maintenance

= CDOT Maintenance

Exhibit 5



Know what's below.  
Call before you dig.

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_ST02

ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: 1"=5'

**STORM  
SEWER PLAN  
& PROFILE**

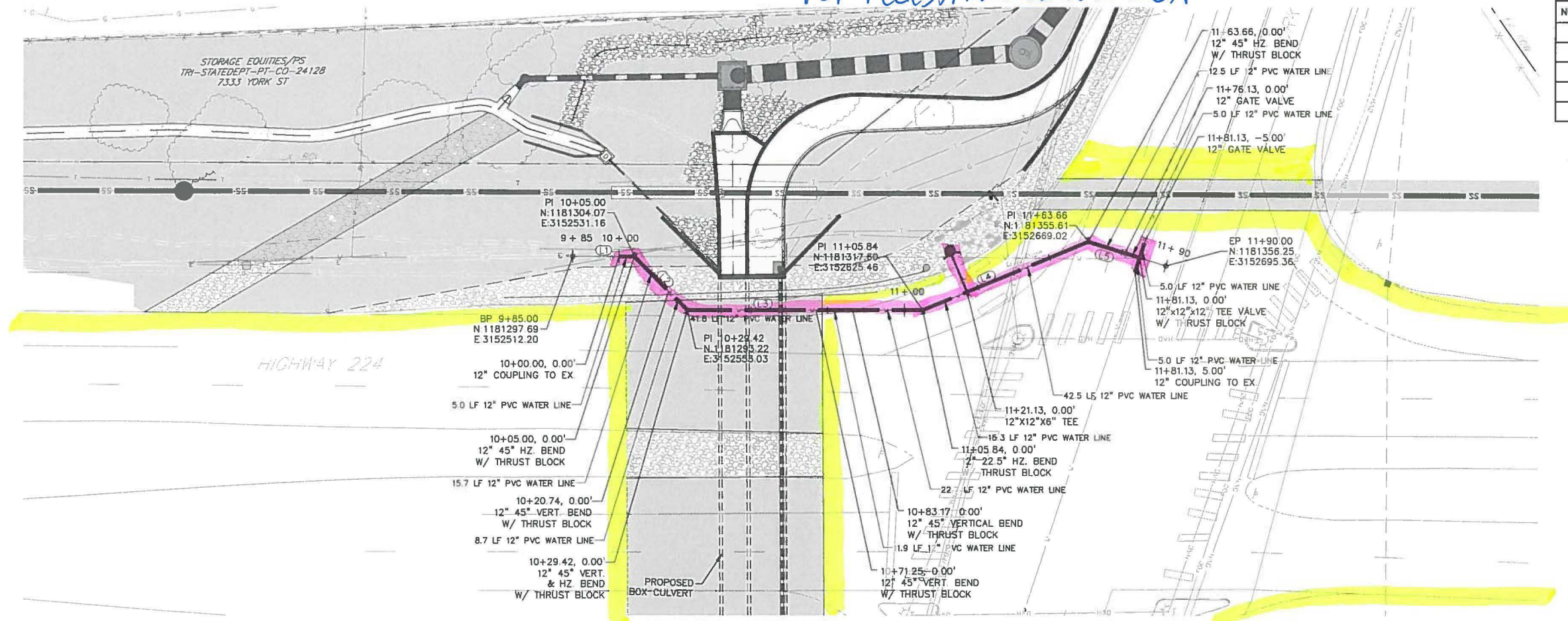
PROJECT: 20805-01BLTR  
DRAWING NO.

**ST02**

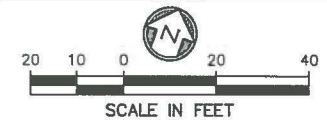
SHEET: 19 OF 29



For Pedestrian-Culvert IGA



WATERLINE ALIGNMENT TABLE			
NUMBER	LENGTH	RADIUS	BEARING/DELTA
L1	20.00		N71°23'39"E
L2	24.42		S63°36'21"E
L3	76.43		N71°23'39"E
L4	57.81		N48°53'39"E
L5	26.34		N88°36'40"E



PREPARED BY:

**DBC**  
Drexel, Barrell & Co.  
Engineers & Surveyors  
1800 38TH STREET  
BOULDER, COLORADO 80301  
CONTACT: PAUL D. MORIAU, P.E.  
(303) 442-4318  
BOULDER  
COLORADO SPRINGS  
GREELEY

OWNER/CLIENT:

**ADAMS COUNTY**  
4430 SOUTH ADAMS COUNTY  
PARKWAY  
BRIGHTON, CO 80601  
(720) 523-6895  
ANNA SPARKS, P.E., C.F.M.

CONSTRUCTION PLANS FOR:  
**SH 224 & YORK STREET  
PEDESTRIAN & DRAINAGE  
UNDERPASS**  
ADAMS COUNTY, COLORADO

ISSUE	DATE
PRELIMINARY SET	11/30/16
PROGRESS SET	1/8/18
DESIGNED BY:	PDM
DRAWN BY:	GSG
CHECKED BY:	TDM
FILE NAME:	20805-01_WT01

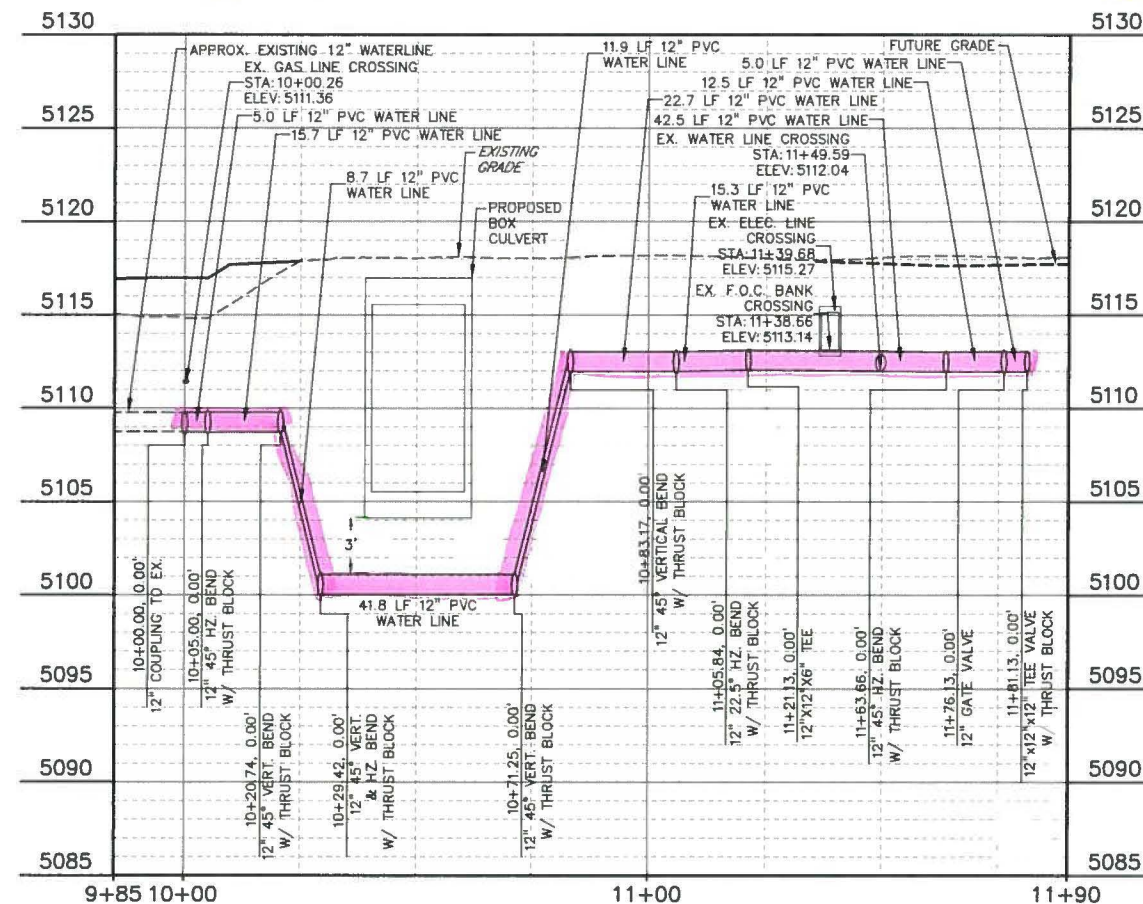
ORIGINAL DRAWING SCALE:  
HORIZONTAL: 1"=20'  
VERTICAL: 1"=5'

**WATER  
PLAN &  
PROFILE**

PROJECT: 20805-01BLTR  
DRAWING NO.

**WT01**

SHEET: 21 OF 29



= Adams Co. maintenance

= CDOT Maintenance

Exhibit 6



**EXHIBIT B – LOCAL AGENCY RESOLUTION**

LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>Subject:</b> Intergovernmental Agreement Between The City Of Westminster And Adams County Regarding The Resurfacing Of Lowell Boulevard - 68 <sup>th</sup> Avenue To 72 <sup>nd</sup> Avenue
<b>FROM:</b> Kristin Sullivan, Director, Public Works Brian Staley, PE, PTOE, Deputy Director, Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON</b> June 25, 2019
<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 “Intergovernmental Agreement Between the City of Westminster and Adams County Regarding the Resurfacing of Lowell Boulevard – 68 <sup>th</sup> Avenue to 72 <sup>nd</sup> Avenue”

### **BACKGROUND:**

Adams County and Westminster desire to enter into an Intergovernmental Agreement between the City of Westminster and Adams County Regarding the Resurfacing of Lowell Boulevard – 68<sup>th</sup> Avenue To 72<sup>nd</sup> Avenue (IGA). The IGA outlines the responsibilities of both the City of Westminster and the County of Adams regarding the City street maintenance project and associated costs.

The Public Works staff has verified curb, gutters, and sidewalks exist on both sides of Lowell Boulevard between 68<sup>th</sup> Avenue and 69<sup>th</sup> Avenue, which is the portion within unincorporated Adams County.

The estimated cost to the County is approximately \$50,926.64 and will be paid for from cost center 3055.7820.

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

Adams County Public Works and the City of Westminster

**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:** 00013

**Cost Center:** 3055

	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:	7820		\$7,000,000
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>			<b>\$7,000,000</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 AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WESTMINSTER AND ADAMS COUNTY REGARDING  
THE RESURFACING OF LOWELL BOULEVARD – 68<sup>TH</sup> AVENUE TO 72<sup>ND</sup> AVENUE**

WHEREAS, the City of Westminster (“City”) and Adams County (“County”), hereinafter referred to as the “Parties”, desire to enter into an Intergovernmental Agreement (“Agreement”) regarding the resurfacing of Lowell Boulevard – 68<sup>th</sup> Avenue to 72<sup>nd</sup> Avenue; and,

WHEREAS, Westminster desires to contract for the resurfacing of Lowell Boulevard from 68th Avenue to 72nd Avenue; and,

WHEREAS, the responsibilities and costs will be shared equitably by the County and the City as outlined in the IGA; and,

WHEREAS, the City Manager and the City Attorney of Westminster have approved and signed this Agreement; and,

WHEREAS, the Parties desire to proceed with the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the “Intergovernmental Agreement between the City of Westminster and Adams County Regarding the Resurfacing of Lowell Boulevard – 68th Avenue to 72nd Avenue”, a copy of which two attached hereto and incorporated herein by this reference, is hereby approved.

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



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF WESTMINSTER AND ADAMS COUNTY REGARDING THE  
RESURFACING OF LOWELL BOULEVARD – 68<sup>TH</sup> AVE TO 72<sup>ND</sup> AVE**

This INTERGOVERNMENTAL AGREEMENT REGARDING THE RESURFACING OF LOWELL BOULEVARD (the “Agreement”) is made and entered into effective this 1st day of April, 2019, by and among the CITY OF WESTMINSTER, a Colorado home rule municipality whose principal business address is 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado 80031 (“Westminster”), and the COUNTY OF ADAMS, a body politic and corporate of the State of Colorado whose principal business address is 4330 South Adams County Parkway, 5<sup>th</sup> Floor – Suite C5000A, Brighton, Colorado 80601-8218 (the “County”). Both the City and the County are referred to herein as either the singular “Party” or the plural “Parties.”

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Westminster desires to contract for the resurfacing of Lowell Boulevard, from 72nd Avenue south to 68th Avenue; and

WHEREAS, Westminster is responsible for maintaining and repairing those portions of Lowell Boulevard situated within Westminster; and

WHEREAS, the County is responsible for maintaining and repairing those portions of Lowell Boulevard situated within Adams County; and

WHEREAS, Westminster is willing to include the County’s portion of Lowell Boulevard in the same contract as Westminster will be entering into for those street improvements located within Westminster; and

WHEREAS, Westminster has requested, and the County is agreeable, that the County reimburse the Westminster on a proportionate share basis the County’s portion of the cost for that portion of Lowell Boulevard located within the County’s jurisdiction; and

WHEREAS, estimates of the construction costs for the portion of the Project located within the County's jurisdiction are identified in EXHIBIT A, attached hereto and incorporated herein by this reference; and

WHEREAS, the proportionate cost share of the Project shall be based on the proportionate share areas within each respective jurisdiction, and

WHEREAS, the costs identified in EXHIBIT A are estimates for the total cost of the Project to be done within the County's jurisdiction, and each Party shall be responsible for its share of the actual, in-place costs of the Project (the “Actual Project Costs”); and

WHEREAS, a 10% contingency has been applied to each item to accommodate the possibility of over-running estimated quantities, and a 10% contingency has been added to the overall budget for use toward change orders or minor contract revisions to accommodate issues that arise during construction.

NOW, THEREFORE, in consideration for the making and performance of the mutual promises and covenants contained herein the parties agree as follows:

## **1.0 SCOPE OF WORK**

- 1.1 Westminster shall perform street resurfacing to Lowell Boulevard, from West 68<sup>th</sup> Avenue, to West 72<sup>nd</sup> Avenue. This resurfacing will be performed on that portion of Lowell Boulevard located in Westminster and on 3,480 square yards of pavement presently located within Unincorporated Adams County, as shown on attached Exhibit "B". It is agreed that this resurfacing shall include improvements to Lowell Boulevard located in Adams County consisting of a 2 inch mill and overlay, restriping of the roadway and the replacement of all traffic markings. The work shall be secured by payment and performance bonds and warranted for a period of one year.

- 2.0 **TERM.** Adams County shall pay Westminster an amount \$50,926.64. Westminster shall send an invoice to Adams County, with the quantities and unit prices, and Adams County shall pay Westminster within 30 days of receipt of the invoice.

## **3.0 PROJECT MANAGER**

- 3.1 Westminster's project manager for the project is Kurt Muehlemeyer, Pavement Management Coordinator, Department of Public Works and Utilities, Street Operations Division.
- 3.2 Adams County's project manager for the Project is Jennifer Shi, Senior Transportation Engineer, Public Works Department.
- 3.3 The project managers from both Westminster and Adams County shall be the primary points of contact for questions and inquiries about the Project, and shall be responsible for reporting to their respective entities the progress of the Project, as well as any problems which might arise. Westminster and Adams County may change their designated project managers upon written notice to the other party. All notices given pursuant to this Agreement should be sent to the attention of the project manager of the party to whom the notice is being given.

- 4.0 **COOPERATION.** Westminster and Adams County hereby agree that, upon execution of this Agreement and commencement of the Project, they will cooperate with each other to the fullest extent in the scheduling of the work, supervision, and review when applicable to ensure the successful completion of the Project. Adams County may inspect the project but shall communicate to the Contractor through Westminster.

- 5.0 **WARRANTY.** The parties agree that any contracts awarded for the construction of the Project shall be warranted by the selected Contractor for a one (1) year period, and that surety be provided for enforcement of this warranty.

## **6.0 INSURANCE AND INDEMNIFICATION.**

- 6.1 During the term of this Agreement, both parties shall maintain property and general liability insurance in commercially reasonable amounts, either or both



parties may meet this obligation through their membership in the insurance pool provided by the Colorado Intergovernmental Risk Sharing Agency(CIRSA), to insure them from claims arising from the Project.

6.2 Westminster shall require that all contractors, subcontractors, and independent contractors employed by Westminster for the Project maintain property, general liability and statutory worker's compensation insurance in such amounts as to insure Westminster, and Adams County as an additional insured, to the statutory limits of their liability.

6.3 Westminster shall require that the selected Contractor for the Project and its subcontractors indemnify, defend and hold harmless Adams County and Westminster, and their respective Mayors, Councillors, Commissioners, officials, and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties to the extent they arise, or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional misconduct or negligent acts or omissions of the selected Contractor, the selected Contractor's subcontractors, suppliers, and/or employees in connection with work on the Project.

**7.0 ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional action that is necessary to carry out this Agreement.

**8.0 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

**9.0 FORCE MAJEURE.** Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control and such party.

**10.0 BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

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

**12.0 NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the project manager as referenced in paragraph 3.0 above at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail.

- 13.0 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 Agreement.
- 14.0 INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of the Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 15.0 DEFAULT.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, maybe terminated by the nondefaulting party, in which case, the nondefaulting party may recover such damages as may be proper. If the nondefaulting party elects to treat this Agreement as being in full force and effect, the nondefaulting party shall have the right to an action for specific performance or damage or both.
- 16.0 WAIVER OF BREACH.** A waiver by any party to the Agreement of the breach of any term or provision of this Agreement shall no operate or be construed as a waiver of any subsequent breach by either party.
- 17.0 ATTORNEY'S FEES.** If any party breaches this Agreement, the breaching party shall pay all of the prevailing party's reasonable attorney's fees and costs in enforcing this Agreement.
- 18.0 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Adams County, Colorado.
- 19.0 GOVERNMENTAL IMMUNITIES.**
- 19.1 The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*)
- 19.2 Adams County and Westminster agree that in the event any claim or suit is brought against either or both parties by any third party as a result of the operation of this Agreement that both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit.
- 20.0 ILLEGAL ALIENS-PUBLIC CONTRACTS FOR SERVICES.** Westminster shall require that the selected Contractor for the Project and its subcontractors are in compliance with CRS §8-17.5-101 *et seq.*

In Witness Whereof, the parties hereto have caused this agreement to be executed on the day and year first above written.

**CITY OF WESTMINSTER**

A Colorado home rule municipality

DocuSigned by:

*Donald M. Tripp*

30FE61DC48E24DF...

\_\_\_\_\_, City Manager  
4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031

ATTEST:

DocuSigned by:

*Michelle Parker*

B9FCF2C5C958442...

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

*David Frankel*

F4D762011192492...

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

\_\_\_\_\_  
By: Steven J. O'Dorisio, Chair

ATTEST:

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

Date of Approval: \_\_\_\_\_

**Exhibit “A” Resurfacing of Lowell Boulevard****Adams County’s Portion 3,480 Square Yards of Pavement Resurfacing**

<b>Lowell Blvd</b>	<b>68th Avenue</b>	<b>69th Avenue</b>	<b>Est. Unit Price</b>	<b>Extension</b>
Removal of Asphalt Mat (2"Full width Planing)	3,480	Sq Yards	\$ 2.40	\$ 8,352.00
HMA GR SX (75) PG 64-22 (25% RAP)	385	Tons	\$ 73.58	\$ 28,328.30
Adjust MH	2	Each	\$ 69.96	\$ 139.92
Adjust Valve Box	8	Each	\$ 40.81	\$ 326.48
Traffic Control (Arterial)	2	Day	\$ 2,157.10	\$ 4,314.20
Temporary Striping (Waterborne)	16.4	Gal	\$ 109.60	\$ 1,797.44
Lane Lines Epoxy Paint(White & Yellow)	8.2	Gal	\$ 164.41	\$ 1,348.16
Thermoplastic Crosswalks (2' x 8')	160	Sq Feet	\$ 17.02	\$ 2,723.20
Thermoplastic Turn Arrows	6	Each	\$ 413.93	\$ 2,483.58
Thermoplastic Stop Bars	68	Sq Feet	\$ 17.02	\$ 1,157.36
				<b>\$ 50,925.64</b>



Exhibit B  
IGA with the City of Westminster and Adams County  
Regarding the Resurfacing of Lowell Boulevard



## Certificate Of Completion

Envelope Id: 7F6139A551AD43CC9F91D4807E923DF2	Status: Completed
Subject: Please DocuSign: IGA between COW and ADCO for Lowell Resurfacing	
DocuSignDocumentType: Contract	
AccelaSRNumber: CAO-19-00040	
DateOfContract: 4/1/19	
Source Envelope:	
Document Pages: 7	Signatures: 3
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Stamps: 1
EnvelopeId Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	Envelope Originator: City of Westminster 4800 West 92nd Avenue Westminster, CO 80031 westminsterdocusign@cityofwestminster.us IP Address: 50.243.140.70

## Record Tracking

Status: Original 2/13/2019 2:50:49 PM	Holder: City of Westminster bcinkosk@cityofwestminster.us	Location: DocuSign
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## Signer Events

Scott Jacobs  
sjacobs@CityofWestminster.us  
Legal Assistant  
City of Westminster  
Signing Group: CAO Staff Review  
Security Level: Email, Account Authentication (None)

## Signature

**Completed**  
  
Using IP Address: 50.243.140.70

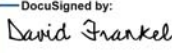
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Signed: 2/13/2019 2:56:15 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Frankel  
dfrankel@cityofwestminster.us  
City Attorney  
City of Westminster  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
F4D762011192492...

Signature Adoption: Pre-selected Style  
Using IP Address: 50.243.140.70

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Signed: 2/13/2019 5:49:08 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dave Cantu  
dcantu@cityofwestminster.us  
Street Operations Manager  
City of Westminster  
Security Level: Email, Account Authentication (None)

**Completed**

Using IP Address: 50.243.140.70

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## Electronic Record and Signature Disclosure:


Not Offered via DocuSign

Max Kirschbaum  
mkirschb@CityofWestminster.us  
Public Works & Util Director  
City of Westminster  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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**Completed**

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Viewed: 2/16/2019 10:01:49 AM  
Signed: 2/16/2019 10:04:20 AM

Signer Events	Signature	Timestamp
<p>Jody Andrews jandrews@cityofwestminster.us Deputy City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 50.243.140.70</p>	<p>Sent: 2/16/2019 10:04:22 AM Viewed: 2/19/2019 1:32:20 PM Signed: 2/19/2019 1:35:37 PM</p>
<p>Donald M. Tripp dtripp@cityofwestminster.us City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/29/2016 8:54:21 AM ID: 53adecf9-5f85-483c-b72d-52caa81439ac</p>	<p>DocuSigned by: <i>Donald M. Tripp</i> 30FE61DC46E24DF...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.243.140.70</p>	<p>Sent: 2/19/2019 1:35:40 PM Viewed: 2/21/2019 8:19:55 AM Signed: 2/21/2019 8:20:02 AM</p>
<p>Michelle Parker mparker@cityofwestminster.us City Clerk City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by: <i>Michelle Parker</i> B9FCF2C5C956442...</p> <p></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 50.243.140.70</p>	<p>Sent: 2/21/2019 8:20:03 AM Viewed: 2/21/2019 9:00:40 AM Signed: 2/21/2019 9:00:53 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Barb Cinkosky bcinkosk@cityofwestminster.us Street Projects Specialist City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>COPIED</b></p>	<p>Sent: 2/13/2019 2:50:49 PM Viewed: 2/13/2019 2:50:49 PM Signed: 2/13/2019 2:50:49 PM</p>
<p>Jackie Bowers jbowers@cityofwestminster.us Executive Assistant City of Westminster Security Level: Email, Account Authentication (None)</p>	<p><b>COPIED</b></p>	<p>Sent: 2/16/2019 10:04:22 AM Viewed: 2/19/2019 10:21:34 AM</p>

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Kodi Erb  
kerb@cityofwestminster.us  
Security Level: Email, Account Authentication (None)



Sent: 2/19/2019 1:35:39 PM  
Viewed: 2/19/2019 1:47:58 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/21/2019 9:00:40 AM
Signing Complete	Security Checked	2/21/2019 9:00:53 AM
Completed	Security Checked	2/21/2019 9:00:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Westminster (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Westminster:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [WestminsterDocuSign@cityofwestminster.us](mailto:WestminsterDocuSign@cityofwestminster.us)

**To advise City of Westminster of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [tmccabe@cityofwestminster.us](mailto:tmccabe@cityofwestminster.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Westminster**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to

[WestminsterDocuSign@cityofwestminster.us](mailto:WestminsterDocuSign@cityofwestminster.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Westminster**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [WestminsterDocuSign@cityofwestminster.us](mailto:WestminsterDocuSign@cityofwestminster.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.
- . The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Westminster as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Westminster during the course of my relationship with you.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Resolution accepting a Permanent Easement from the Regional Transportation District to Adams County, for the purpose of installation, use, operation, maintenance, repair and replacement of street improvements
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, 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 permanent easement agreement for the construction of the Lowell Boulevard Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way, permanent easements and temporary construction easements for street improvements along Lowell Boulevard for the Lowell Boulevard Improvements Project – Clear Creek to West 62<sup>nd</sup> Avenue, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of a Permanent Easement Agreement between Adams County and the Region Transpiration District (RTD) to allow the installation, use, operation, maintenance, repair and replacement of street improvements within RTD property. The attached resolution allows the County to accept the Permanent Easement Agreement.

### **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  
Permanent Easement Agreement  
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:**

	<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 A PERMANENT EASEMENT FROM THE  
REGIONAL TRANSPORTATION DISTRICT TO ADAMS COUNTY,  
FOR THE PURPOSE OF INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR,  
AND REPLACEMENT OF STREET IMPROVEMENTS

WHEREAS, Adams County is in the process of acquiring right-of-way, permanent easements, and temporary construction easements along Lowell Boulevard for the Lowell Boulevard Improvements Project – Clear Creek to West 62<sup>nd</sup> Avenue; and,

WHEREAS, the Regional Transportation District (“RTD”), a political subdivision of the State of Colorado, owns certain property located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, both of Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires an easement over certain RTD property for installation, use, operation, maintenance, repair, and replacement of street improvements purposes; and,

WHEREAS, RTD is willing to grant an easement to Adams County under the terms and conditions of the attached Permanent Easement Agreement.

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of June, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Easement Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Easement Agreement between Adams County and Regional Transportation District, 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 Permanent Easement Agreement on behalf of Adams County.

**PERMANENT EASEMENT**  
**(Lowell Boulevard)**

THIS PERMANENT EASEMENT dated as of \_\_\_\_\_, 2019 (the “Agreement”) is entered into between the Regional Transportation District (“Grantor” or “RTD”), a political subdivision of the State of Colorado with a mailing address of 1660 Blake Street, Denver, CO 80202-1399 and Adams County (“Grantee” or the “County”), a body politic with a mailing address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

WHEREAS, Grantor is the owner of the real property described on **Exhibit A** (the “Easement Area”) attached hereto and referenced herein and Grantee is a County of the State of Colorado responsible for providing services to the residents of the County in which Easement Area is located.

WHEREAS, Grantor is constructing and will operate a rail line in the County for the benefit of the residents of the County and others. The County wishes to implement improvements to an existing at grade crossing according to Lowell Boulevard Improvements – Clear Creek to 62nd Avenue, Adams County Project No. IMP2013-00009 **Exhibit B** (the “Improvements”) attached hereto and referenced herein, which will also provide pedestrian crossing facilities allowing persons to cross the rail line at grade. This Easement is for the purposes of constructing said Improvements on County-owned or controlled land and the Easement Area.

WHEREAS, Grantor and Grantee desire to establish an easement on and across the Easement Area for the installation, use, operation, maintenance, repair and replacement of said Improvements crossing the RTD railroad tracks.

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

1. Subject to the terms and conditions set forth in this Permanent Easement, Grantor hereby grants and conveys to Grantee a non-exclusive easement on and across the Easement Area for the installation, use, operation, maintenance, repair and replacement of said Improvements (the “Easement”).

2. Improvements shall be installed within the Easement Area at Grantee's expense in accordance with plans mutually agreed upon by Grantor and Grantee in the location shown on Exhibit B.

3. Grantee shall, at Grantee's sole cost and expense, operate and maintain the Improvements at all times in good condition and repair and in accordance with all applicable laws, ordinances, rules and regulations (including, without limitation, all rules, regulations and requirements of the Colorado Public Utilities Commission). If Grantee fails to so maintain the Improvements, Grantor shall have the right, but not Grantee's obligation, to perform any necessary maintenance or repair and Grantee shall reimburse Grantor for all Grantee costs incurred by Grantor in connection therewith. Such reimbursement shall be due and payable within 30 days after Grantor's request.

4. Grantee shall at all times maintain contractual and comprehensive general liability insurance and railroad protective insurance coverage covering Grantee's liability under this Section 4 with an insurance company reasonably acceptable to Grantor and in such amounts and on such forms as are reasonable and customary. As of the date of this Agreement, insurance in the amount of \$2,000,000 shall be considered reasonable and customary. Such insurance policy shall name Grantor and its contractors Denver Transit Partners and Denver Transit Operators as an additional insureds and shall provide that the insurance will not be cancelled or materially changed in the scope or amount of coverage unless 30 days' advance notice is given to the Grantor. Such insurance shall be primary, and not as contributing with, or in excess of, any insurance carried by Grantor. Prior to making any use of the Easement Area, and at least 30 days prior to the expiration of any insurance policy required hereunder, Grantee shall deliver a certificate of insurance to Grantor evidencing insurance meeting the foregoing requirements.

5. All Grantee's work shall be performed in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances and other requirements of governmental authorities, and in a manner which will, to the extent practical, minimize disturbance of the surface and any interference with Grantor's operations. All such work shall be diligently pursued to completion and, upon completion of such work Grantee shall promptly restore all disturbed areas as nearly as practical to its prior condition. Grantee's contractor, or Grantee as applicable, is required to execute the Contractor's right of entry attached as Exhibit C prior to performing any work including but not limited to construction, maintenance, repair or replacement of the Improvements.

6. Grantee shall keep the Easement Area free from all liens of mechanics, material men or others arising out of or relating to the construction, installation, use, operation, maintenance, repair or replacement of the Improvements. If any such lien shall be filed, Grantee shall cause the lien to be discharged of record within thirty (30) days after it is filed by payment, provision of a statutory bond, or otherwise. If a final judgment establishing the validity or existence of a lien for any amount is entered, Grantee shall pay and satisfy the same at once. If Grantee fails to pay any charge for which any such lien has been filed and the lien is not discharged of record as described above, Grantor, at its option, may pay such charge and related costs and interest, or may obtain a statutory bond to remove the lien from the Easement Area, and the amount paid by Grantor, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Grantee to Grantor.

7. Grantor reserves the right to use, and allow others to use, the Easement Area for any purpose and in any manner that does not unreasonably interfere with Grantee's use and enjoyment of the Easement.

8. Any notice, request, demand or other communication required or permitted under this Agreement (collectively, "Notices") shall be in writing and shall be addressed to the party to whom the Notice is being sent at the address listed above. Any such Notice shall be deemed given and received (i) when hand delivered to the intended recipient; (ii) three days after the same is deposited in the United States mail, with adequate postage prepaid, and sent by certified mail, return receipt requested; or (iii) one business day after the same is deposited with an overnight courier service of national or international reputation.



9. Each party shall be entitled to all remedies at law or in equity for the enforcement of the Easement. In any action brought to enforce any provision of the Easement, or to obtain a declaration of the rights or obligations of any party hereunder, the prevailing party shall be awarded all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by such party in connection with such action.

10. The failure or delay of Grantor or Grantee to exercise any of its rights under this Agreement shall not constitute a waiver of any such rights. Grantor and/or Grantee shall not be deemed to have waived any right under this Agreement unless such waiver is made expressly and in writing, and no waiver made as to any instance or any particular right shall be deemed a waiver as to any other instance or any other right.

11. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Electronic and faxed signatures shall constitute original signatures.

EXECUTED as of the date first set forth herein above.

**GRANTOR:**

REGIONAL TRANSPORTATION DISTRICT,  
a political subdivision of the State of Colorado

By: \_\_\_\_\_  
Henry J. Stopplecamp, P.E.  
Assistant General Manager, Capital Programs

Date: \_\_\_\_\_

Approved as to legal form:

By: Aimée J Beckwith  
Aimée J. Beckwith  
Associate General Counsel

Date: 5/6/19

**GRANTEE:**

COUNTY OF ADAMS, STATE OF COLORADO  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Steven J. O'Dorisio, Chair

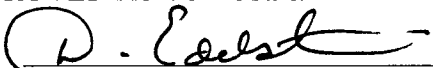
**ATTEST:**

Josh Zygielbaum, CLERK & RECORDER

By: \_\_\_\_\_  
Erica Hannah, Deputy Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Adams County Attorney's Office

Date: \_\_\_\_\_

**Exhibit A**  
**Description of Easement Area**

**EXHIBIT "A"**  
**LOWELL CROSSING PARCEL Rev1**  
**Date: August 19, 2015**  
**DESCRIPTION**

Lowell Crossing Parcel Rev1 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of land described at Reception No. 2011000085014, Parcel 2.4 recorded December 23, 2011, and excluding an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to Sections 7 & 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, as established by Road Petition 128 dated December 6, 1889 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840"), WHENCE the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"), bears S89°45'54"W a distance of 2639.98 feet (basis of bearing – assumed); THENCE S05°52'57"W, a distance of 358.27 feet to the northerly line of said parcel 2.4 and the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the northerly line of said Parcel 2.4:

- 1) THENCE S85°30'18"E a distance of 36.11 feet;
- 2) THENCE N00°06'55"E a distance of 7.02 feet;
- 3) THENCE S85°30'18"E a distance of 31.09 feet;

THENCE S00°06'55"W, coincident with a line 31.00 feet easterly of and parallel with the easterly line of said Southeast Quarter, a distance of 52.77 feet to the southerly line of said Parcel 2.4;

THENCE N85°28'57"W, coincident with said southerly line, a distance of 67.20 feet;

THENCE N00°06'55"E, coincident with a line 36.00 feet westerly of and parallel with said Southeast Quarter, a distance of 45.72 feet to the POINT OF BEGINNING.

EXCLUDING an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to said Sections 7 & 8, as established by said Petition 128.

Containing 327 square feet, (0.0075 Acres), more or less.

Prepared by:  
Kenneth W. Carlson PLS 24942  
For and on behalf of Jacobs Engineering Group Inc.  
707 17<sup>th</sup> Street #2400  
Denver, CO 80202  
303.820.5240



S89°45'54"W 2639.98'  
(Basis of Bearing - assumed)

Center 1/4 Corner Section 7  
Found Aluminum Cap Stamped  
"ERNEST KNIGHT LS 7276 T3S  
R68W S7 C1/4 1988 ADAMS COUNTY"

POINT OF COMMENCEMENT  
East 1/4 Corner Section 7  
Found 2" Aluminum Cap Stamped  
"1998 LS 12840"

SE 1/4 Sec. 7

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°06'55"E	7.02'

Rec. No. 2009000021687  
March 30, 2009

Parcel 2.4  
Rec. No. 2011000085014  
December 23, 2011

Point of Beginning

S05°52'57"W 358.27'  
Lowell Blvd.

S85°30'18"E  
36.11'

S85°30'18"E  
31.09'

N00°06'55"E  
45.72'

S00°06'55"W  
52.77'

N85°28'57"W 67.20'  
36' 31'

Existing Road Petition

Existing Road  
Petition

Union Pacific Railroad Company

BNSF

This exhibit does not represent a  
monumented survey and is intended only  
to depict the attached property description.

Lowell Crossing Parcel  
Area = 3,282 Sq.Ft.  
0.075 Acres +/-

Existing Road Petition  
Area = 2,955 Sq.Ft.  
0.068 Acres +/-

Remainder Parcel  
Area = 327 Sq.Ft.  
0.007 Acres +/-

JACOBS PROJECT NO.	WXV7415
CLIENT PROJECT NO.	072120
REVISION DESCRIPTION	REMAINDER PARCEL ADDED
DRAWN	J SX
DATE	08/19/15
SCALE	1"=50'

**JACOBS**

707 17th Street 2400 Denver, CO. 80202

(303) 820-5240 Fax (303) 820-4842

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GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.

RTD Gold Line Corridor Commuter Rail  
Adams County, Colorado  
SE1/4 Sec. 7 & SW1/4 8, T3S, R68W, 6th P.M.

TITLE:

Exhibit "A"  
Lowell Crossing Parcel

REVISION:

1

DRAWING NO.

Lowell Crossing Parcel.dgn

SHEET NO.

1 of 1

**Exhibit B**  
**The Improvements**



ADAMS COUNTY  
PLAN AND PROFILE OF PROPOSED  
LOWELL BOULEVARD IMPROVEMENTS  
CLEAR CREEK TO W. 62ND AVENUE  
ADAMS COUNTY PROJECT NO. IMP2013-00009  
ADAMS COUNTY, COLORADO

TABULATION OF LENGTH & DESIGN DATA

STATION	FEET	
	ROADWAY	MAJOR STRUCTURE
STA. 100+27.12, BEGIN PROJECT	2142.94	329.94
STA. 121+70.06, RT BEGIN RETAINING WALL	329.94	
STA. 125+00, RT END RETAINING WALL	1043.27	
STA. 135+43.27, END PROJECT		
TOTAL	3516.15	329.94
DESIGN DATA		
MAXIMUM DEGREE OF CURVE	N/A	
MAXIMUM GRADE	1.58%	
MINIMUM S.S.D. HORIZONTAL	400'	
MINIMUM S.S.D. VERTICAL	500'	
MAXIMUM DESIGN SPEED	50 MPH	
POSTED SPEED	40 MPH	
2035 DESIGN ESAL	730,000	
K MIN CREST	84	
K MIN SAG	96	
GRADE MIN / MAX	0.30% / 1.58%	
DESIGN VEHICLE	WB-67	

FOR INFORMATION ONLY

CONTACTS

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4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, CO 80601  
JENNIFER SHI, PE 720-523-6968

CIVIL ENGINEER  
HUITT-ZOLLARS  
4582 S. ULSTER STREET #240  
DENVER, CO 80237  
GERALD PRUSIK, PE 303-740-7325

NOTE  
PUBLIC IMPROVEMENTS SHALL CONFORM TO ADAMS COUNTY  
STANDARDS AND SPECIFICATIONS AND LATEST EDITION OF COLORADO  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

ADAMS COUNTY

APPROVED FOR BID

DIRECTOR OF TRANSPORTATION

DATE

ENGINEERING MANAGER

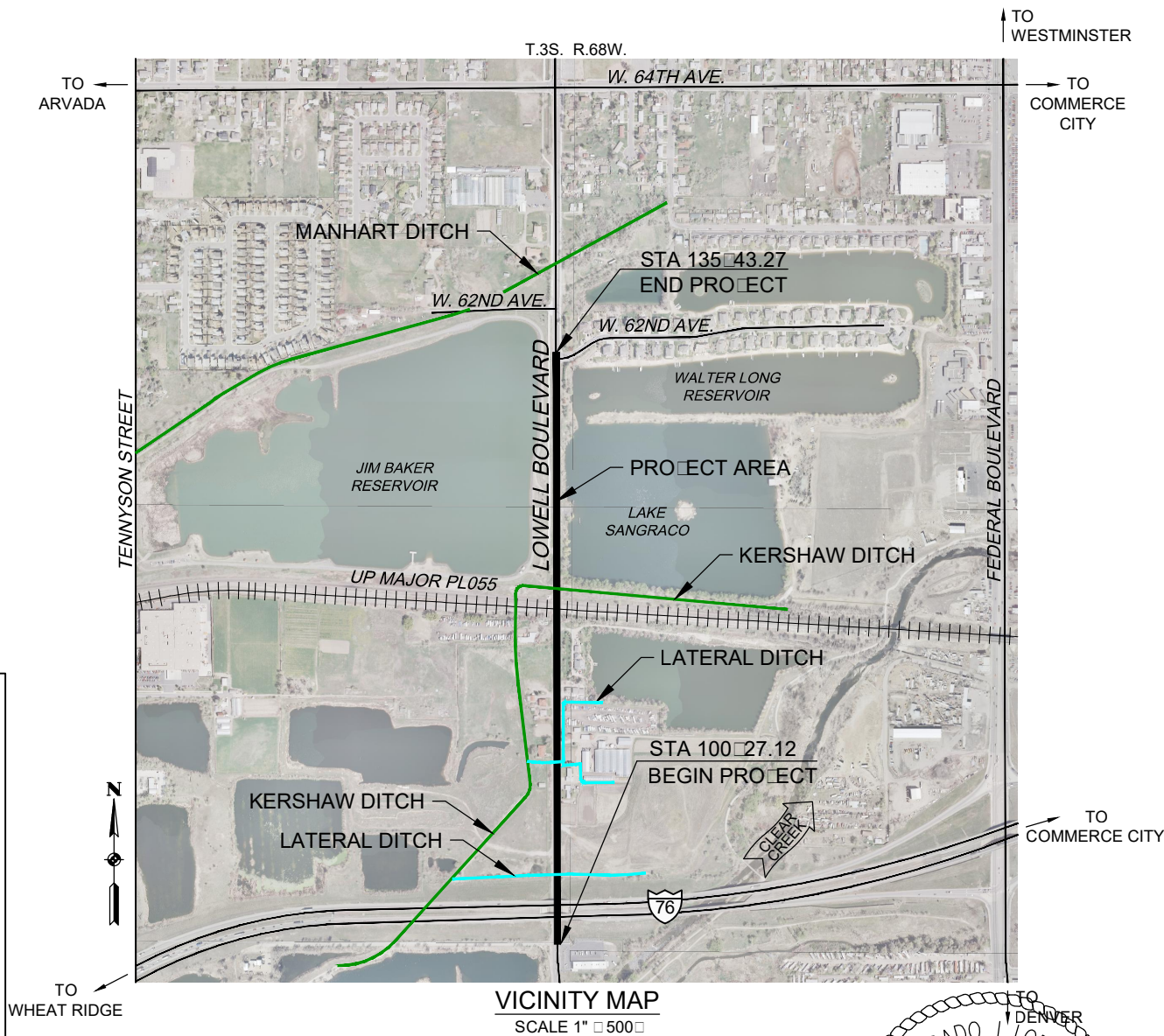
DATE

PROJECT MANAGER

DATE



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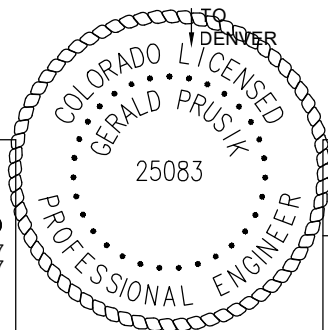
ADAMS COUNTY  
4430 S. ADAMS COUNTY PARKWAY  
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LOWELL BOULEVARD IMPROVEMENTS  
CLEAR CREEK TO W. 62ND AVENUE

TITLE  
SHEET

Project No. / Code

ADAMS COUNTY IMP2013-00009  
HUITT-ZOLLARS 16-0320-01

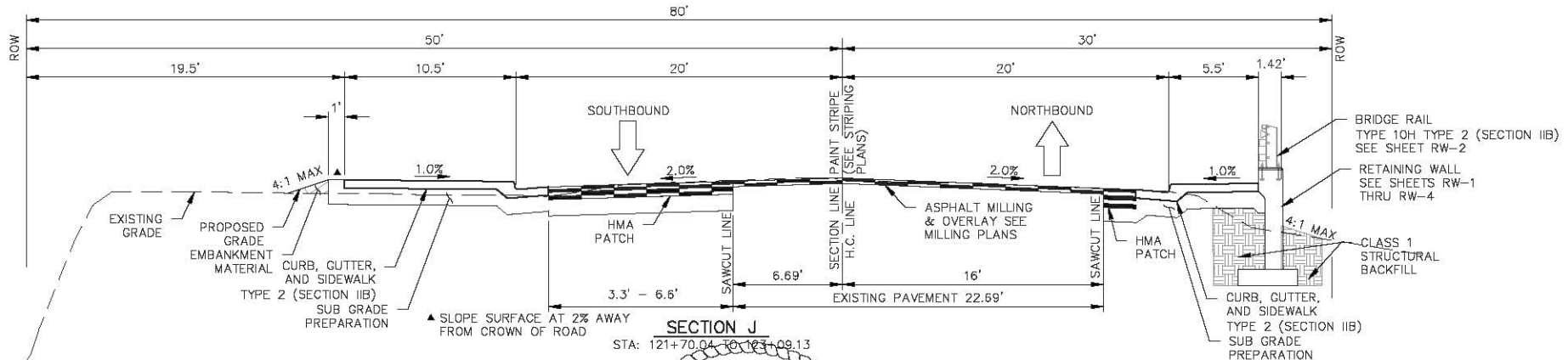
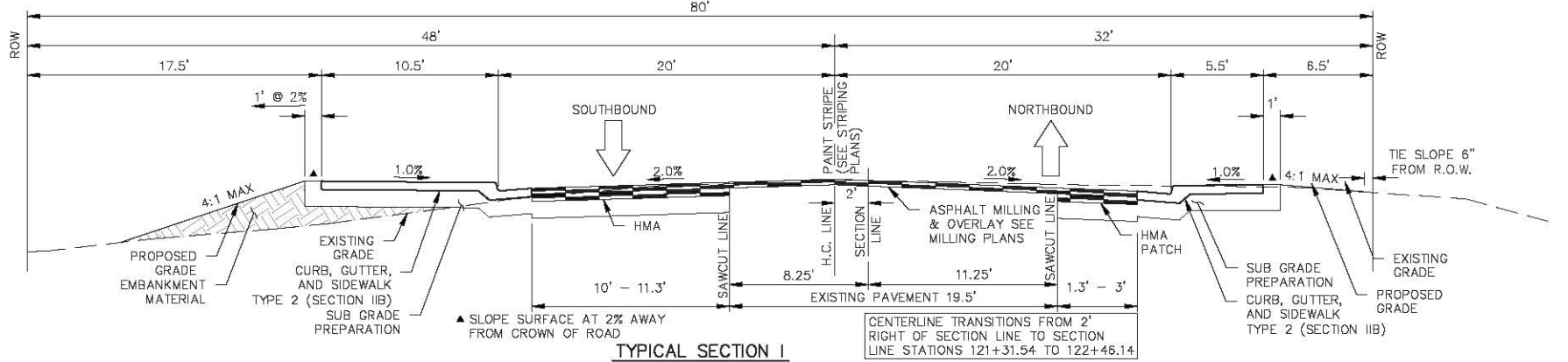
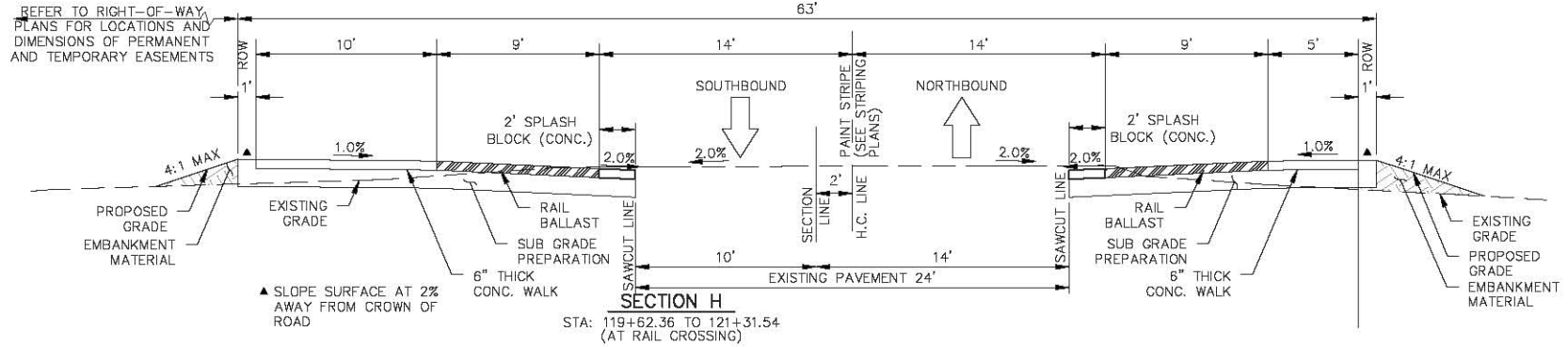
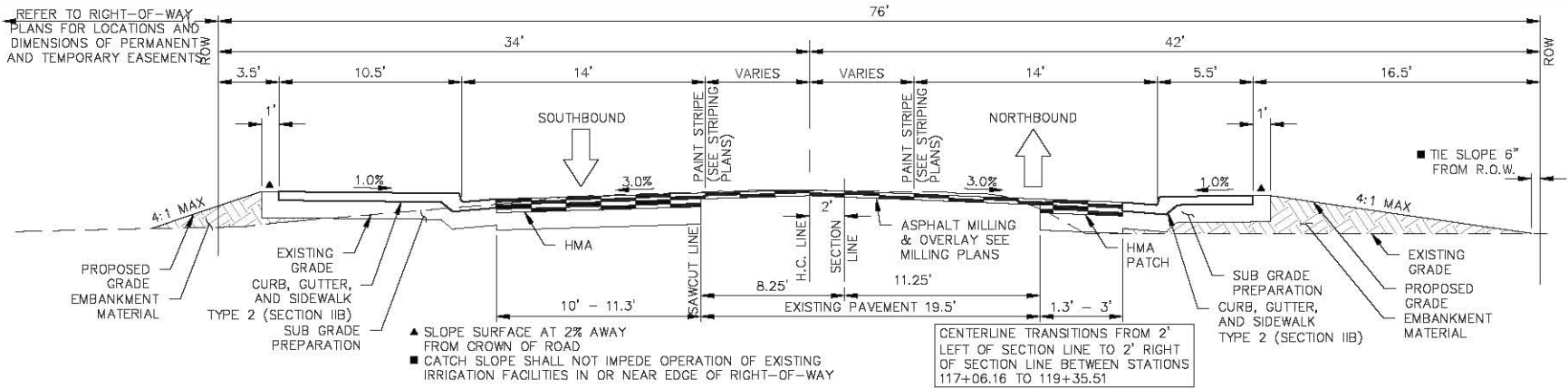
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Sheet Number 1



TYPICAL SECTION NOTES

- 1. MATCH EXISTING PAVEMENT CROSS SLOPE AND GRADES AT BEGIN AND END PROJECT. PROVIDE A 25' TRANSITION BETWEEN EXISTING AND PROPOSED ROADWAY SECTION.
- 2. BREAK POINTS ON SLOPES AND IN BOTTOMS OF DITCHES SHALL BE ROUNDED DURING CONSTRUCTION. SEE CDOT STANDARDS M-203-2 FOR DETAILS OF CUT SLOPE TREATMENT, FLARING AND WIDENING.
- 3. ASPHALT SAW CUTTING SHALL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
- 4. ASPHALT PAVEMENT MEASURING LESS THAN 8' IN WIDTH SHALL BE PAID FOR AS HMA PATCH. HMA PAVEMENT MEASURING 8' OR GREATER SHALL BE PAID FOR AS HMA PAVEMENT.
- 5. CATCH SLOPES EXCEEDING 3:1, AS INDICATED PER PLAN, SHALL HAVE SOIL RETENTION BLANKETS INSTALLED. APPROXIMATE LOCATIONS OF SOIL RETENTION BLANKET ARE LOCATED ON SHEETS EC-9 THROUGH EC-12.



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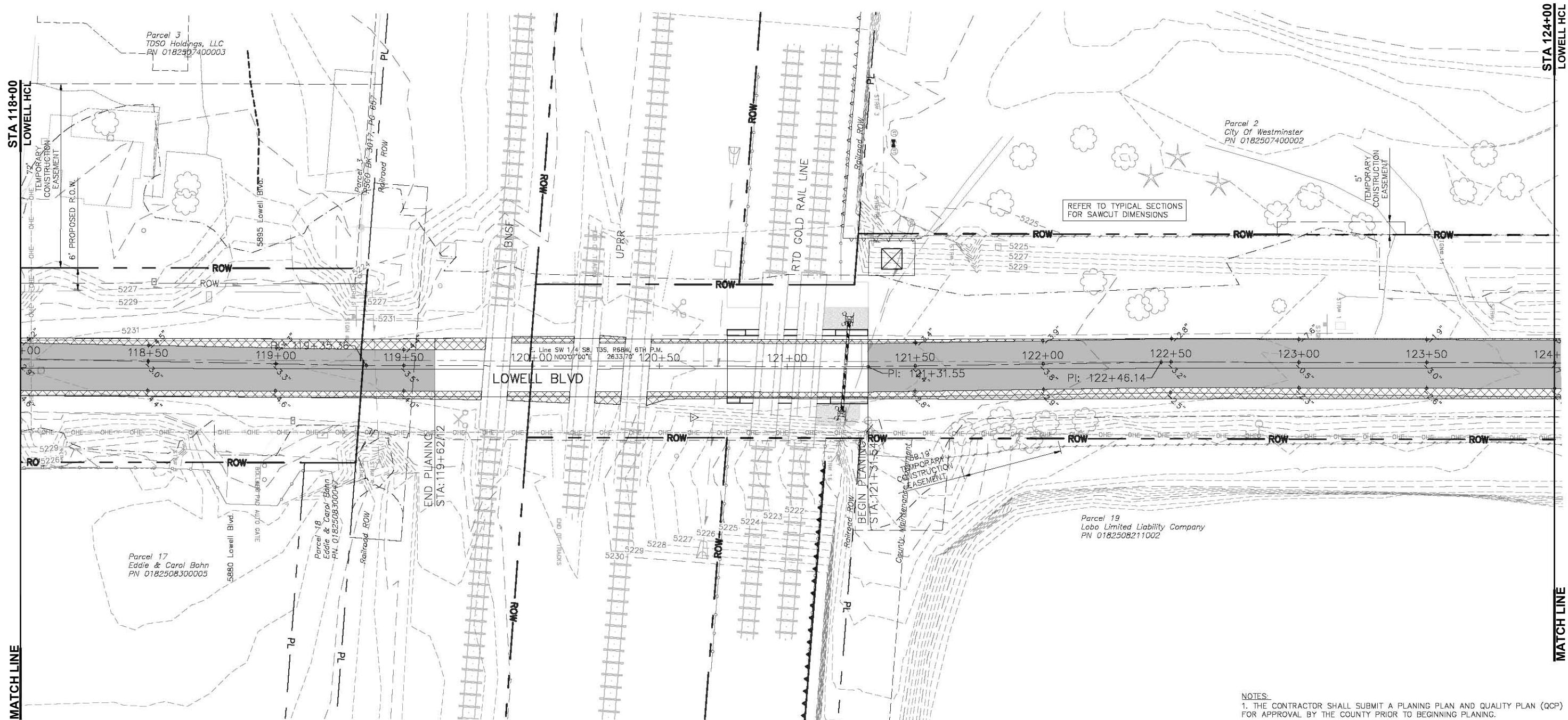
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<b>LOWELL BOULEVARD IMPROVEMENTS</b> CLEAR CREEK TO W. 62ND AVENUE		Proect No. / Code
		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
<b>ROADWAY</b> <b>TYPICAL SECTIONS</b>		Sheet Name <b>T-3</b>
		Sheet Number <b>15</b>

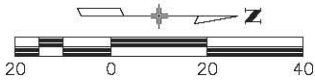


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- LEGEND:
- FULL DEPTH PAVEMENT REMOVAL
  - PAVEMENT PLANING
  - CONCRETE REMOVAL
  - APPROXIMATE DEPTH OF MILLING INTO EXISTING MAT

- NOTES:
1. THE CONTRACTOR SHALL SUBMIT A PLANING PLAN AND QUALITY PLAN (QCP) FOR APPROVAL BY THE COUNTY PRIOR TO BEGINNING PLANING.
  2. THE CONTRACTOR SHALL MILL SURFACE BY A STRING LINE TO CONTROL THE FINAL GRADE.
  3. SPOT ELEVATIONS SHOWN ON EXISTING PAVEMENT NORTH OF RAILROAD INDICATE APPROXIMATE MILLING DEPTH BASED ON A NOMINAL 3" MILL DEPTH FROM DESIGN PROFILE ELEVATIONS. CONTRACTOR SHALL FOLLOW PROPOSED GRADE LINE ON ROADWAY PLANS TO MILL ROADWAY TO ACCEPT FINAL PAVEMENT LIFT. AREAS WHERE MILL DEPTH DOES NOT ENCOUNTER EXISTING ASPHALT MAT, AREA SHALL BE SCARIFIED.



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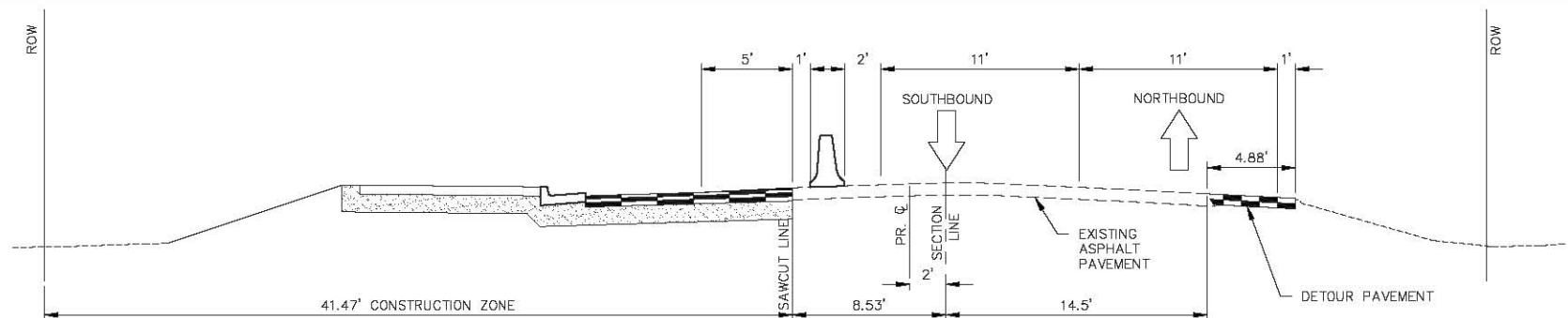
CONTACT: JENNIFER SHI, PE

CONTACT: GERALD PRUSIK, PE



<b>LOWELL BOULEVARD IMPROVEMENTS</b> CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
<b>PAVEMENT PLANING PLAN</b>		ADAMS COUNTY MP2013-00009 HUITT-ZOLLARS 16-0320-01
		Sheet Name <b>MP-4</b>
		Sheet Number <b>21</b>

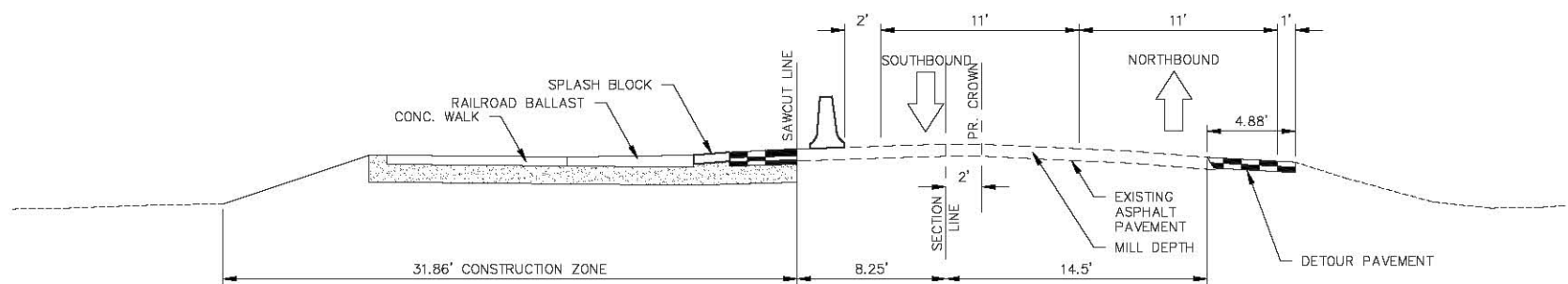
# PHASE I CONSTRUCTION



**PHASE I CONSTRUCTION SOUTH OF RAILS**  
STA: 100+27.12 TO STA: 117+06.16  
TRANSITION STA: 117+06.16 TO STA: 119+35.36

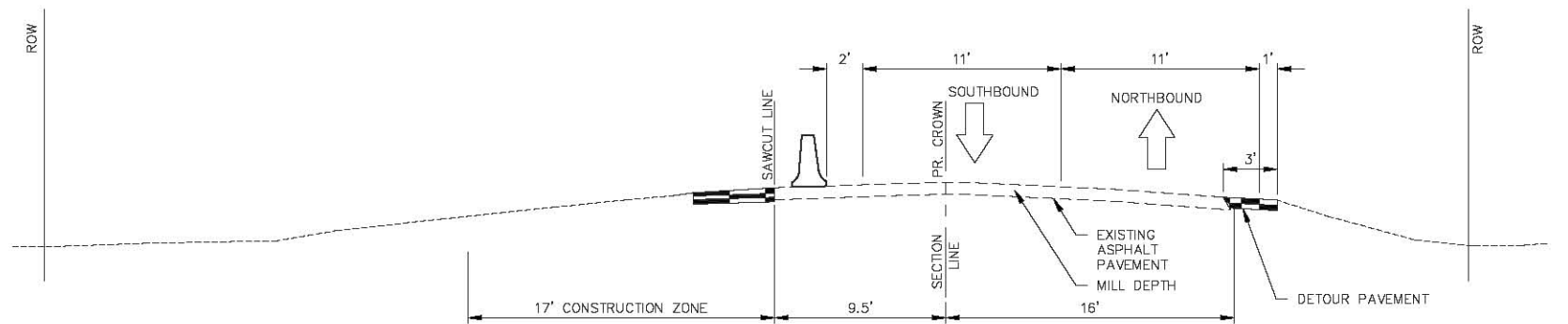
NOTE: CONTRACTORS SHALL PROVIDE TRAFFIC CONTROL FOR THE PLACEMENT OF DETOUR PAVEMENT

1. LOWELL BLVD SHALL REMAIN OPEN TO LOCAL TRAFFIC
2. CONSTRUCT DETOUR PAVEMENT
3. PLACE CONSTRUCTION SIGNING, PLACE DETOUR PAVEMENT, REMOVE PAVEMENT MARKING AS NEEDED, PLACE DETOUR PAVEMENT MARKINGS.
4. INSTALL PRECAST TYPE 7 BARRIERS
5. SHIFT TRAFFIC EAST TO EXISTING AND DETOUR PAVEMENT



**PHASE I CONSTRUCTION AT RAILS**  
STA: 119+35.36 TO STA: 121+31.54  
TRANSITION STA: 121+31.54 TO STA: 122+46.14

NOTE: CONTRACTORS SHALL PROVIDE TRAFFIC CONTROL FOR THE PLACEMENT OF DETOUR PAVEMENT



**PHASE I CONSTRUCTION NORTH OF RAILS**  
STA: 122+46.14 TO STA: 135+43.27

NOTE: CONTRACTORS SHALL PROVIDE TRAFFIC CONTROL FOR THE PLACEMENT OF DETOUR PAVEMENT

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BRIGHTON, COLORADO 80601

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**LOWELL BOULEVARD IMPROVEMENTS**  
CLEAR CREEK TO W. 62ND AVENUE

**SUGGESTED CONSTRUCTION  
PHASING TYPICAL SECTIONS**

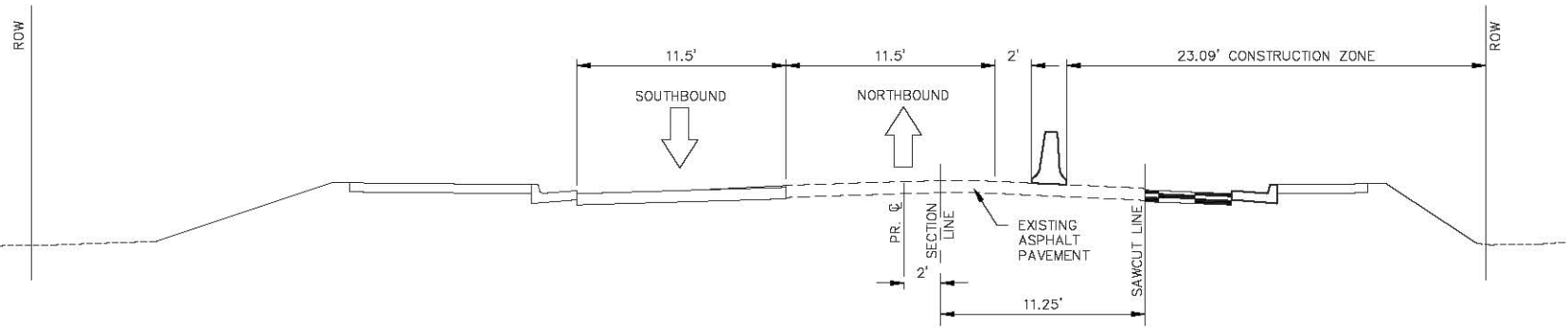
Project No. / Code

ADAMS COUNTY IMP2013-00009  
HUITT-ZOLLARS 16-0320-01

Sheet Name **CT-1**

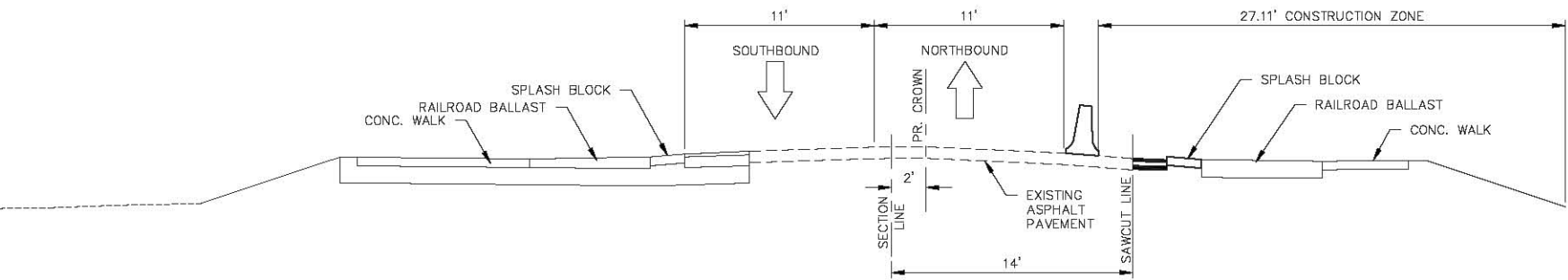
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PHASE II CONSTRUCTION

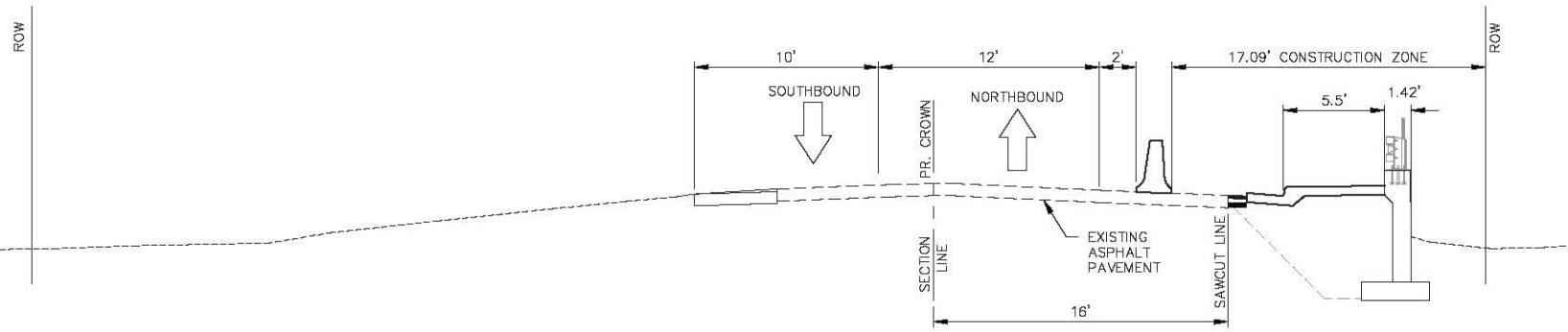


PHASE II CONSTRUCTION  
STA: 100+27.12 TO STA: 117+06.16  
TRANSITION STA: 117+06.16 TO STA: 119+35.36

1. SHIFT TRAFFIC TO THE WEST ONTO THE NEW AND EXISTING PAVEMENT CONSTRUCTED IN PHASE I
2. REMOVE DETOUR PAVEMENT AND PREPARE SUB-GRADE FOR PERMANENT PAVEMENT
3. CONSTRUCT EAST SIDE OF LOWELL BLVD, INCLUDING RETAINING WALL.. (EXCEPT ASPHALT TOP LIFT)
4. INSTALL SIGNAGE AND PAVEMENT MARKINGS FOR PHASE II (TEMPORARILY COVER/MASK SIGNS AS NEEDED)



PHASE II CONSTRUCTION AT RAILS  
STA: 119+35.36 TO STA: 121+31.54  
TRANSITION STA: 121+31.54 TO STA: 122+46.14



PHASE II CONSTRUCTION NORTH OF RAILS  
STA: 122+46.14 TO STA: 135+43.27

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CLEAR CREEK TO W. 62ND AVENUE

SUGGESTED CONSTRUCTION  
PHASING TYPICAL SECTIONS

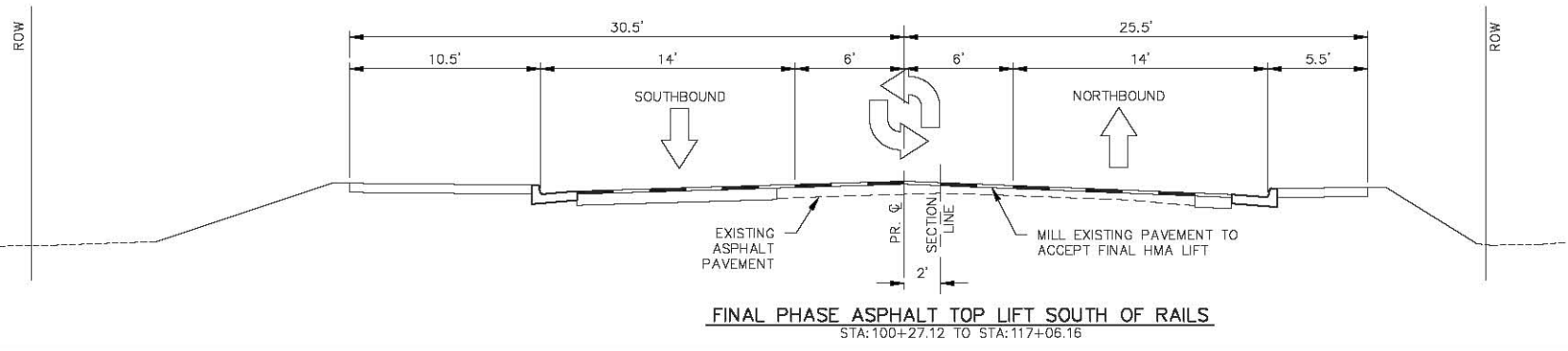
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HUITT-ZOLLARS 16-0320-01

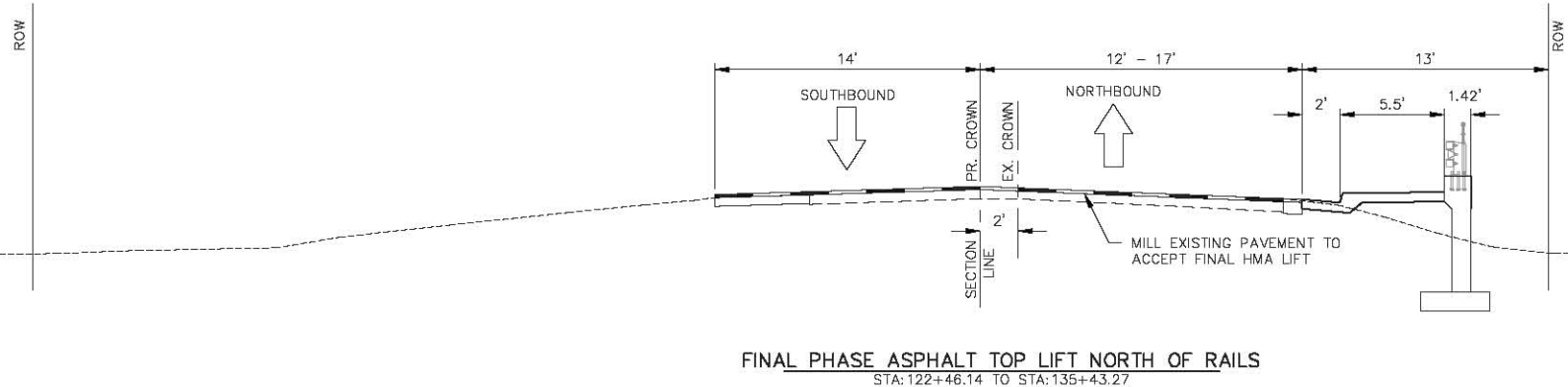
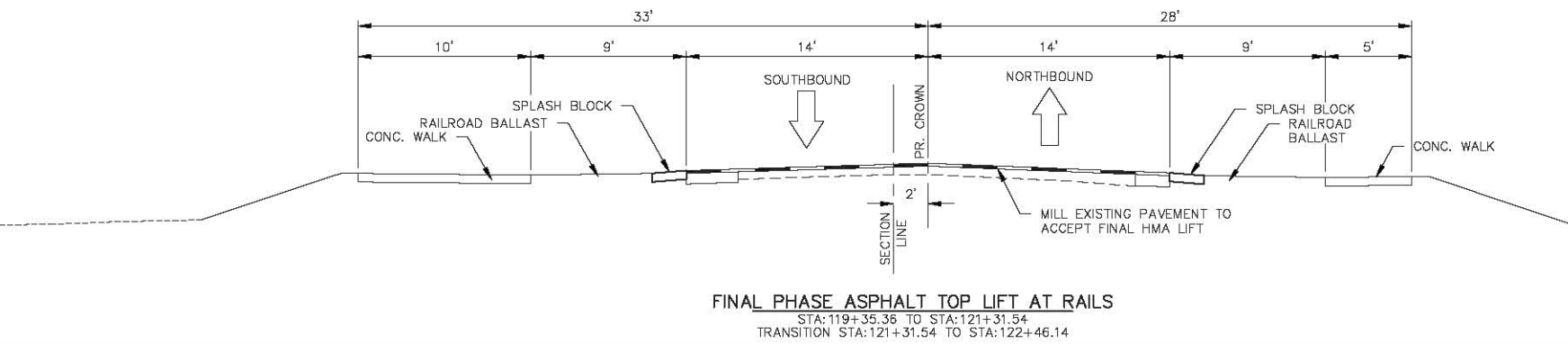
Sheet Name CT-2

Sheet Number 26

# FINAL PHASE ASPHALT TOP LIFT



1. PLANE EXISTING ASPHALT MAT
2. INSTALL ASPHALT TOP LIFT
3. INSTALL PERMANENT PAVEMENT MARKINGS AND UNCOVER/UNMASK SIGNS AND PAVEMENT MARKINGS
4. REMOVE REMAINING CONSTRUCTION ACTIVITY SIGNAGE



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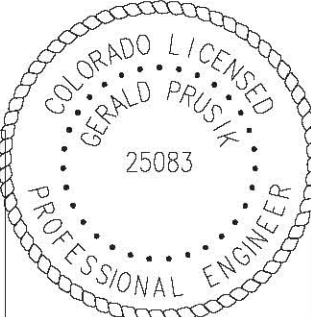
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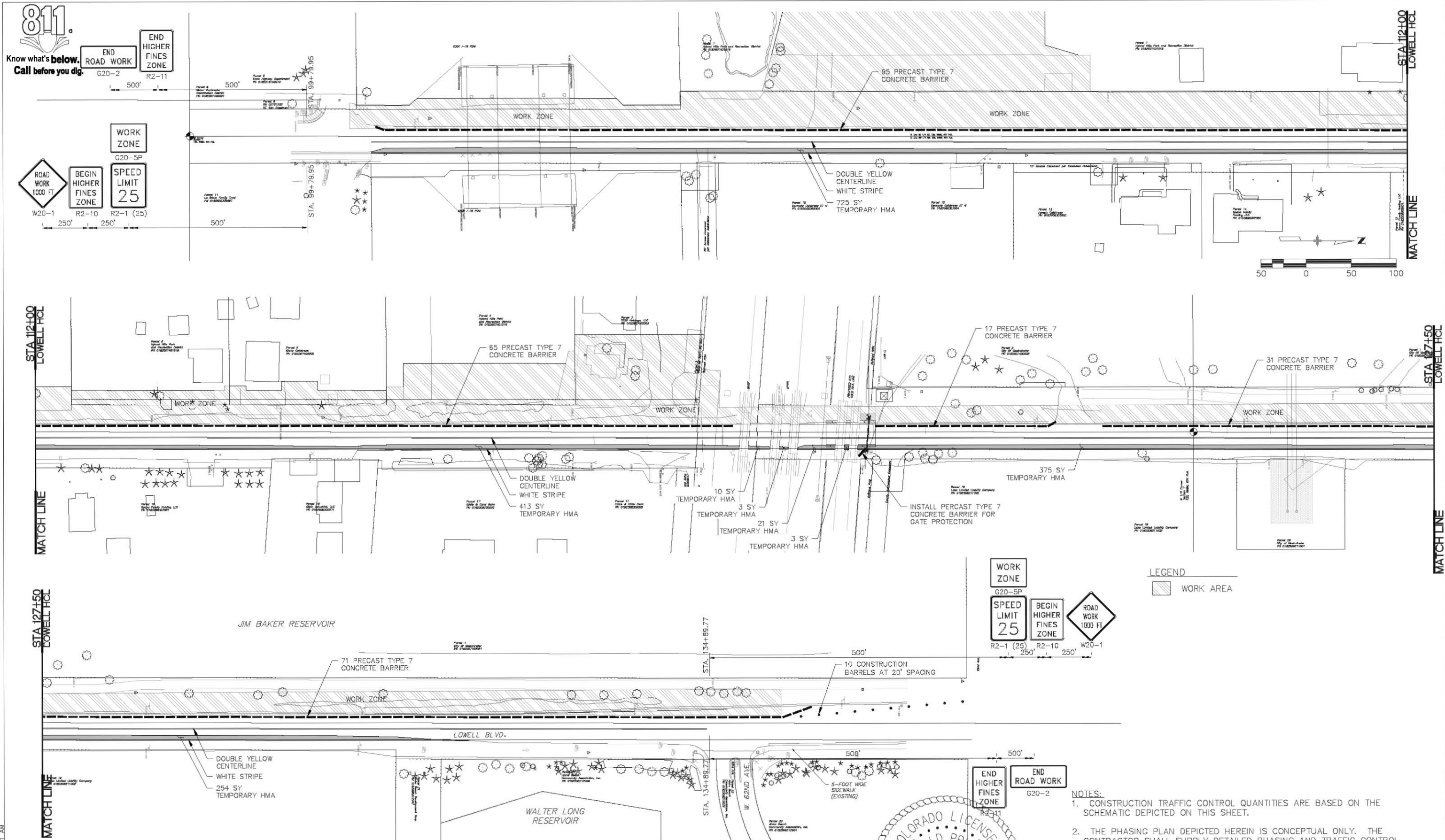
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<b>SUGGESTED CONSTRUCTION PHASING TYPICAL SECTIONS</b>		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
		Sheet Name <b>CT-3</b>
		Sheet Number <b>27</b>





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  2. THE PHASING PLAN DEPICTED HEREIN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL SUPPLY DETAILED PHASING AND TRAFFIC CONTROL PLANS TO THE OWNER FOR REVIEW AND APPROVAL.

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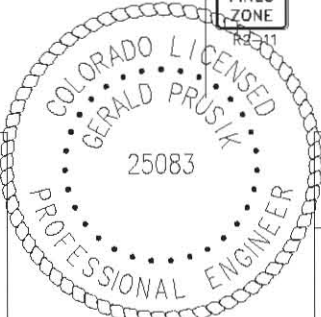
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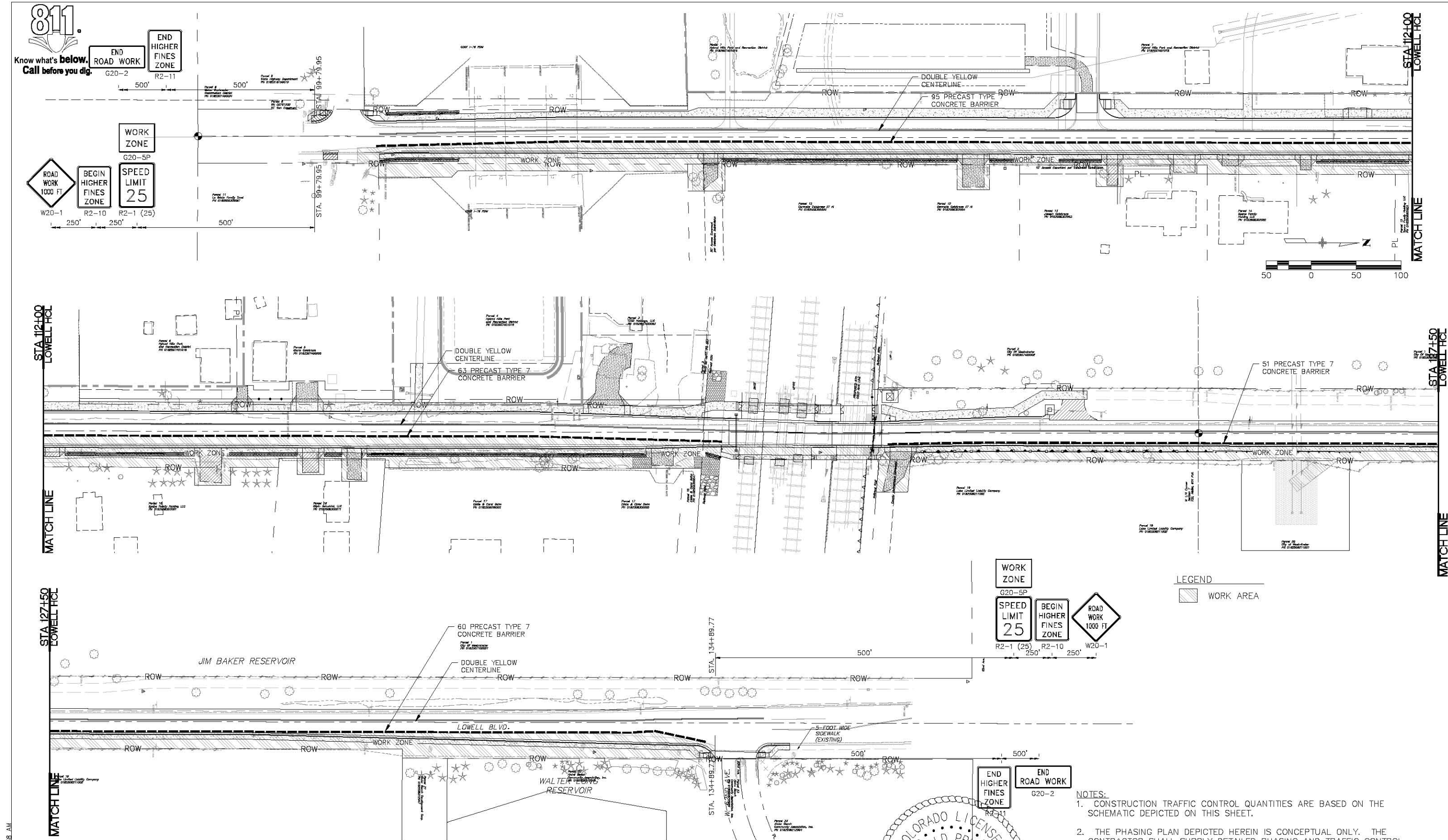
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		ADAMS COUNTY/IMP2013-00009 HUITT-ZOLLARS/16-0320-01
<b>PHASE I SUGGESTED CONSTRUCTION TRAFFIC CONTROL</b>		Sheet Name <b>CT-4</b>
		Sheet Number <b>28</b>

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		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
<b>PHASE II SUGGESTED CONSTRUCTION TRAFFIC CONTROL</b>		Sheet Name <b>CT-5</b>
		Sheet Number <b>29</b>

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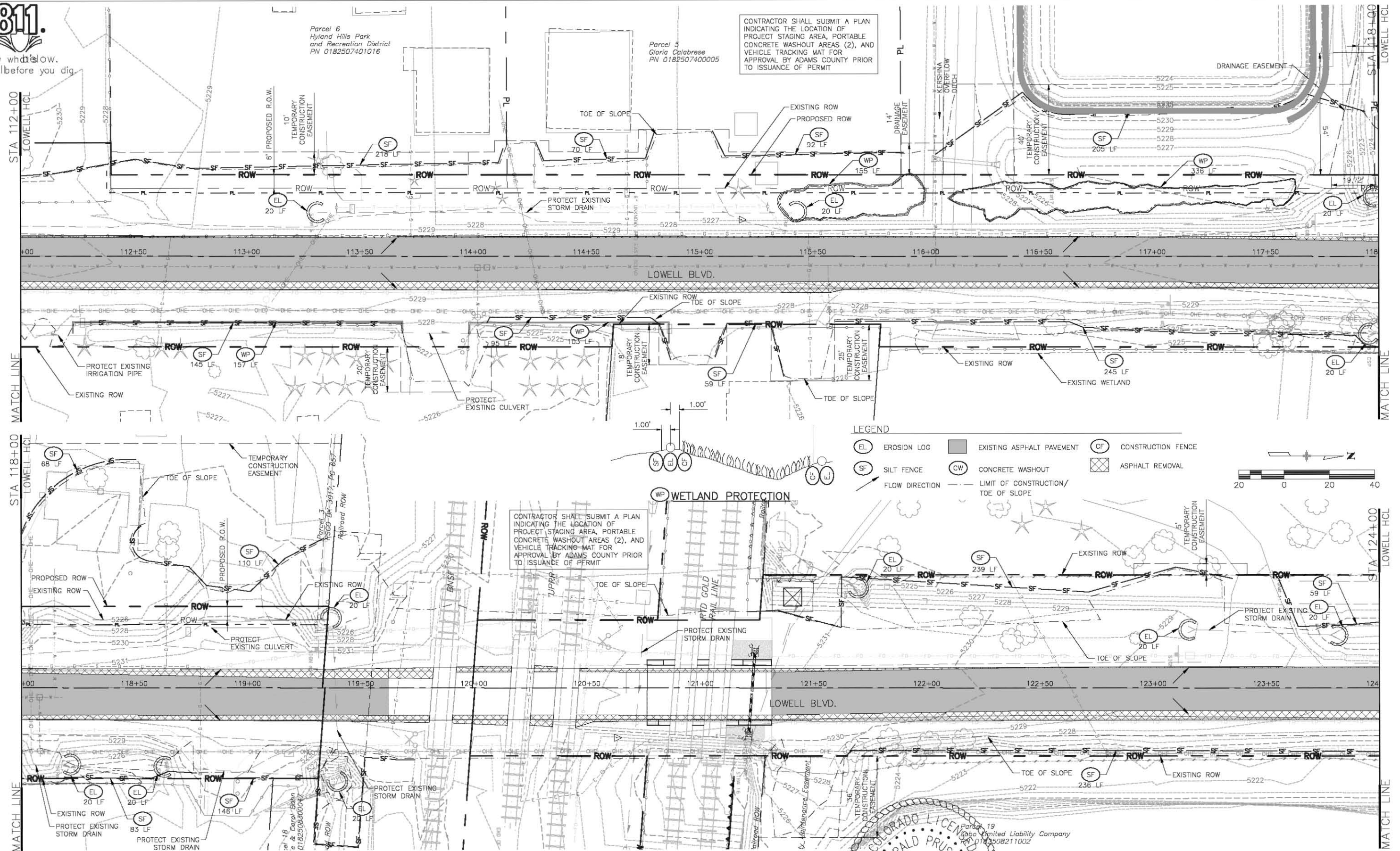
811.

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Parcel 6  
Hyland Hills Park  
and Recreation District  
PN 0182507401016

Parcel 5  
Gloria Calabrese  
PN 0182507400005

CONTRACTOR SHALL SUBMIT A PLAN  
INDICATING THE LOCATION OF  
PROJECT STAGING AREA, PORTABLE  
CONCRETE WASHOUT AREAS (2), AND  
VEHICLE TRACKING MAT FOR  
APPROVAL BY ADAMS COUNTY PRIOR  
TO ISSUANCE OF PERMIT



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Creation Date	12-17-2011	Initials	DKIM	(R-)
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#### Index of Revisions


PREPARED FOR:



**ADAMS COUNTY**

4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

PREPARED BY:

**HUITT-ZOLLARS**

4582 S. Ulster St. Ste 240  
Phone: 303.740-7325  
Denver, CO 80237  
Fax: 303.224-9997

CONTACT: GERALD PRUSIK, PE



**LOWELL BOULEVARD IMPROVEMENTS**  
CLEAR CREEK TO W. 62ND AVENUE

**SITE PLAN - INITIAL**  
**STORMWATER MANAGEMENT PLAN**

Project No. / Code

ADAMS COUNTY/IMP2013-00009  
HUITT-ZOLLARS/16-0320-01

Sheet Name **EC-3**

Sheet Number **37**



811.

Know what's below.  
Call before you dig.

CONTRACTOR SHALL SUBMIT A PLAN  
INDICATING THE LOCATION OF  
PROJECT STAGING AREA, PORTABLE  
CONCRETE WASHOUT AREAS (2), AND  
VEHICLE TRACKING MAT FOR  
APPROVAL BY ADAMS COUNTY PRIOR  
TO ISSUANCE OF PERMIT

WP WETLAND PROTECTION

REFER TO SD SHEETS FOR  
RIPRAP REQUIREMENTS

LEGEND

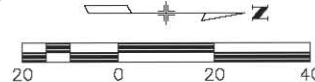
- (EL) EROSION LOG  
(SF) SILT FENCE  
(IP) INLET PROTECTION

- (VTC) VEHICLE TRACKING CONTROL  
(CW) CONCRETE WASHOUT  
(SA) STAGING AREA

- FLOW DIRECTION  
(AB) AGGREGATE BAG  
PLANE

- CONCRETE WALK  
EXISTING ASPHALT PAVEMENT  
OUTLET PROTECTION PER CDOT STANDARD PLAN 208

LIMIT OF CONSTRUCTION/ TOE OF SLOPE



Computer File Information

Designed By	GP	Drawn By	MP	(R-)
Creation Date	12-17-2011	Initials	DKIM	(R-)
Last Modification Date	11-14-2017	Initials	MP	(R-)
Drawn File Name	.../SHEET/0320PH01-C41-CSWM2.DWG			(R-)
AutoCAD Version	C3D 2014	Units	English	(R-)

Index Revisions




ADAMS COUNTY  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

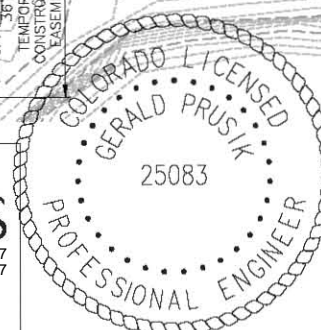
CONTACT: JENNIFER SHI, PE

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HUETT-ZOLLARS  
4582 S. Ulster St. Ste 240  
Phone (303) 740-7325

Denver, CO 80237  
Fax (303) 224-9997

CONTACT: GERALD PRUSIK, PE



LOWELL BOULEVARD IMPROVEMENTS  
CLEAR CREEK TO W. 62ND AVENUE

SITE PLAN - INTERIM  
STORMWATER MANAGEMENT PLAN

Project No. / Code

ADAMS COUNTY/MP2013-00009  
HUETT-ZOLLARS/16-0320-01

Sheet Name EC-7

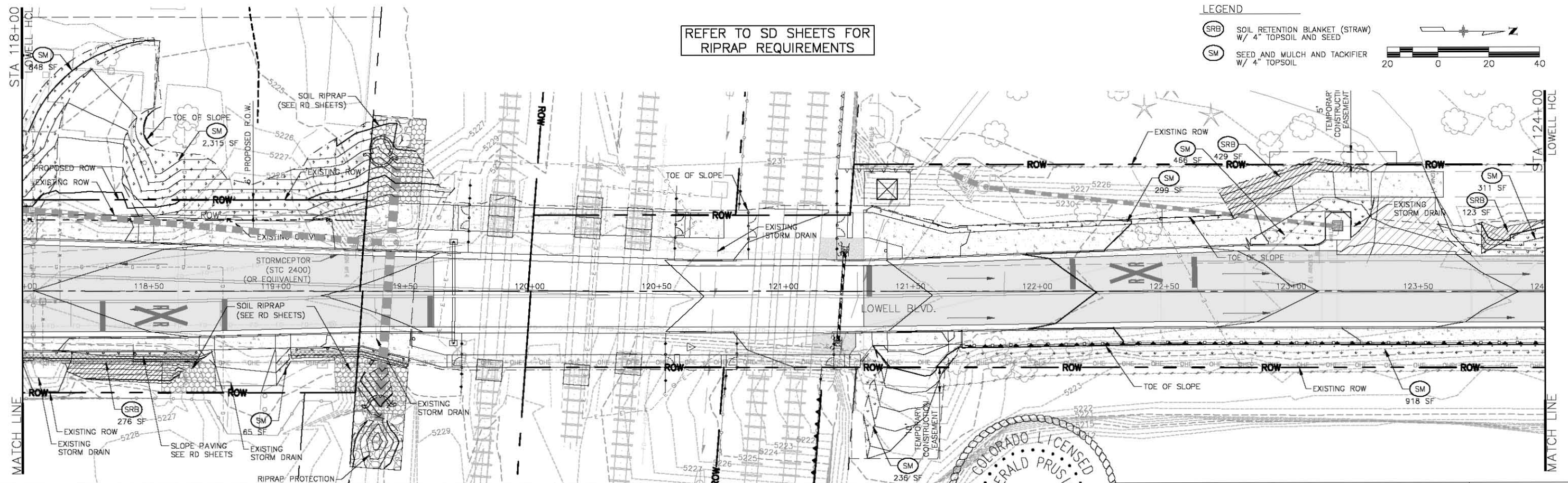
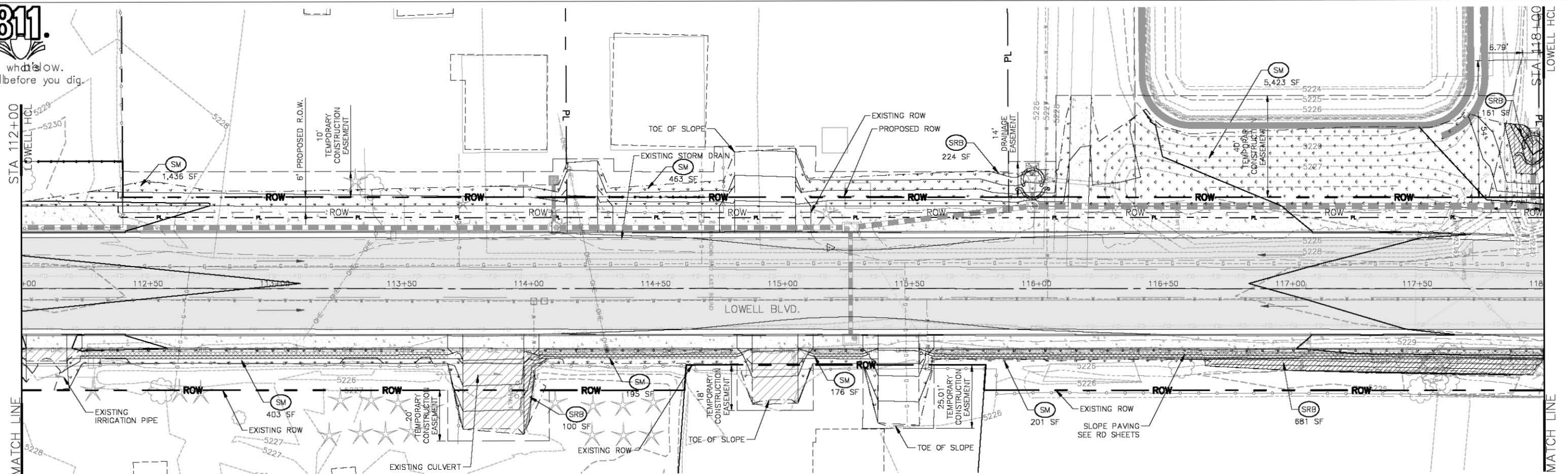
Sheet Number 41

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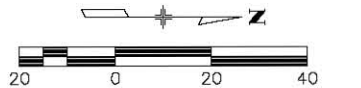


Know what's below.  
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#### LEGEND

- (SRB) SOIL RETENTION BLANKET (STRAW) W/ 4" TOPSOIL AND SEED
- (SM) SEED AND MULCH AND TACKIFIER W/ 4" TOPSOIL



REFER TO SD SHEETS FOR  
RIPRAP REQUIREMENTS

#### Computer File Information

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Creation Date	12-17-2011	Initials	DKIM	(R-)
Last Modification Date	11-14-2017	Initials	MP	(R-)
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#### Index Revisions


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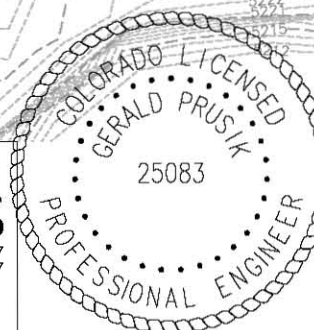
**ADAMS COUNTY**  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

PREPARED BY:

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**LOWELL BOULEVARD IMPROVEMENTS**  
CLEAR CREEK TO W. 62ND AVENUE

**SITE PLAN - FINAL**  
**STORMWATER MANAGEMENT PLAN**

Project No. / Code

ADAMS COUNTY/MP2013-00009  
HUITT-ZOLLARS/16-0320-01

Sheet Name EC-11

Sheet Number 45

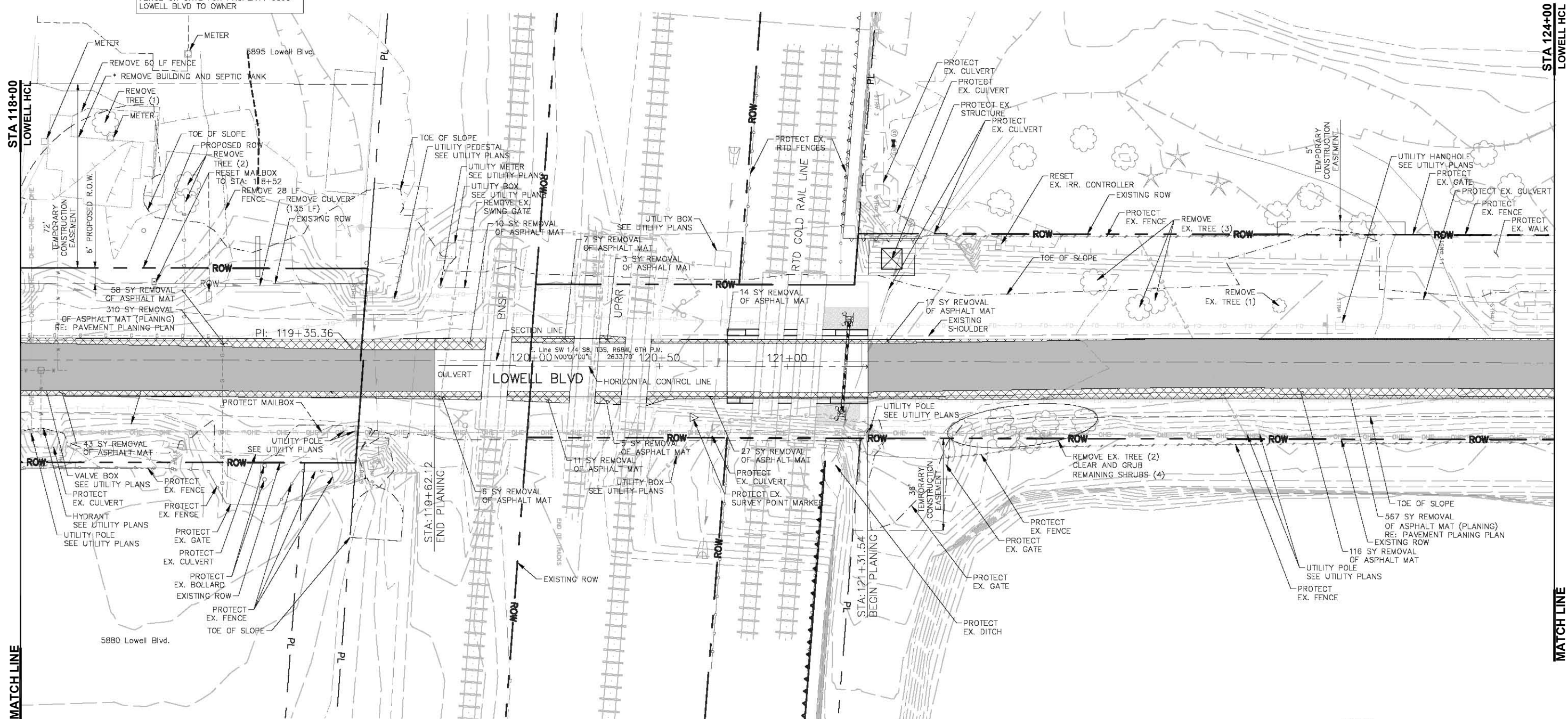
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Know what's below.  
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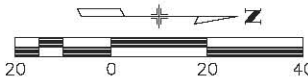
\* THE CONTRACTOR SHALL COORDINATE WITH THE PROPERTY OWNER TO FACILITATE THE SHUTDOWN OF EXISTING UTILITIES AND DISPOSITION OF EXISTING METERS.

REMOVE AND RETURN EXISTING SIGN ON FENCE OR GATE FOR PROPERTY 5895 LOWELL BLVD TO OWNER



- NOTES:
1. FOR RESETS AND ADJUSTMENTS OF SIGNS AND UTILITIES, REFER TO THE SIGNING AND STRIPING PLANS AND THE UTILITY PLANS.
  2. REFER TO TABULATION OF FENCE FOR FENCE REMOVALS AND RESETS.
  3. ALL GATES, STRUCTURES, AND FENCES WILL BE REPLACED IN KIND UNLESS OTHERWISE VERIFIED IN WRITING BY THE CONTRACTOR AND PROJECT OWNER.
  4. THE CONTRACTOR SHALL COORDINATE THE RETURN OF ANY PRIVATE SIGN DESIGNATED TO BE REMOVED IN THIS PLAN SET WITH THE SIGN OWNER.

- LEGEND
- REMOVAL OF ASPHALT MAT
  - REMOVAL OF ASPHALT MAT (PLANING)
  - CONSTRUCTION LIMITS
  - APPROX. WETLAND LIMIT



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AutoCAD Version	C3D 2014	Units	English	(R-)			

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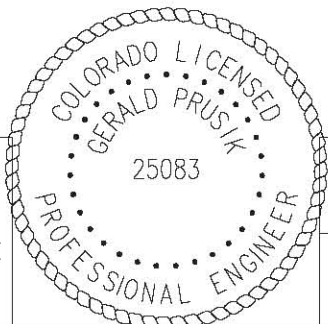
**ADAMS COUNTY**  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

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Denver, CO 80237  
Fax: 303.224-9997

CONTACT: GERALD PRUSIK, PE

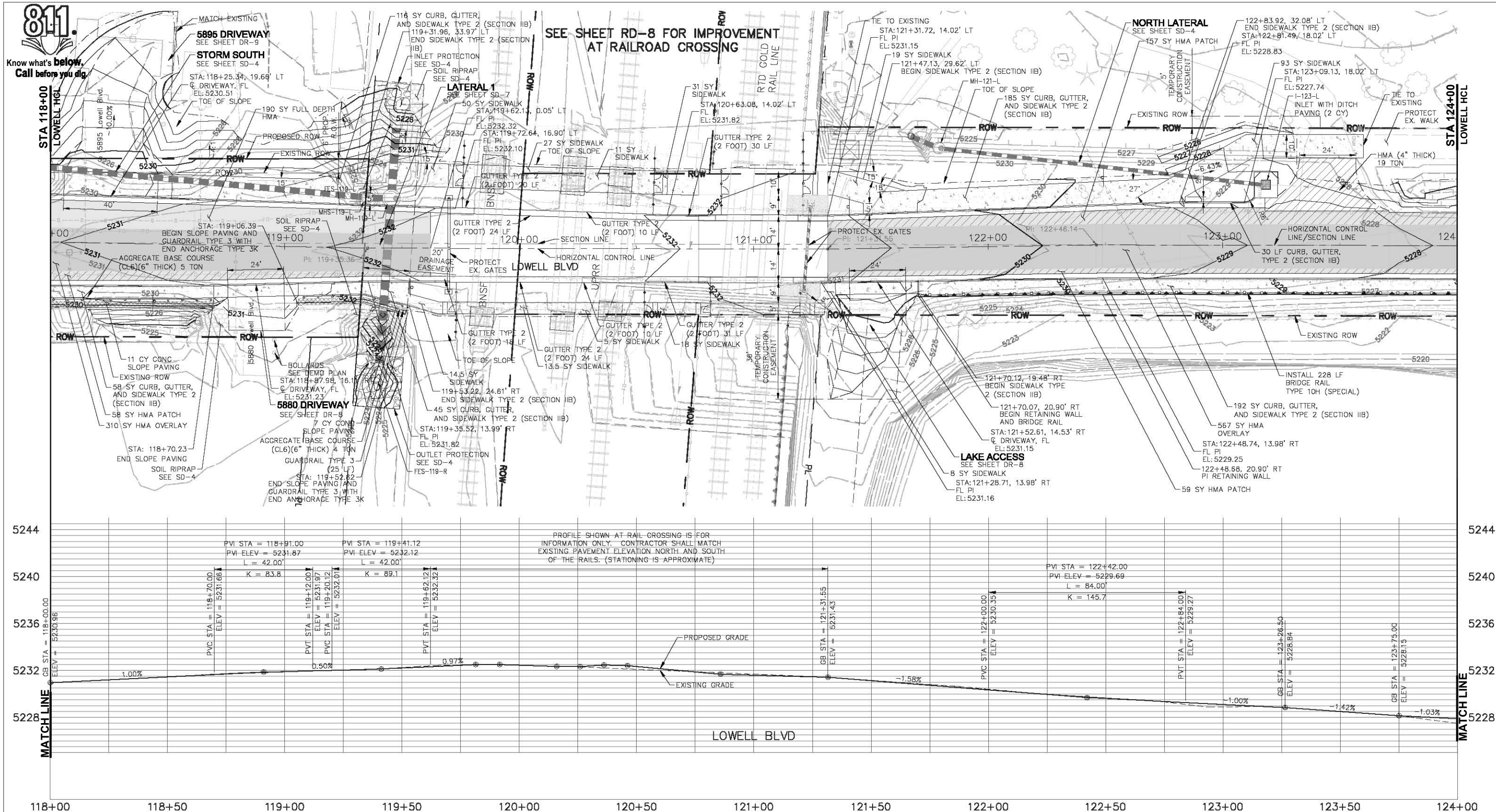


<b>LOWELL BOULEVARD IMPROVEMENTS</b> CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
		ADAMS COUNTY JPM2013-00009 HUITT-ZOLLARS 16-0320-01
<b>DEMOLITION AND MISC. RESETS PLAN</b>		Sheet Name <b>DM-4</b>
		Sheet Number <b>51</b>



811

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LEGEND			
	FULL DEPTH HMA		APPROX. WETLAND LIMIT
	HMA OVERLAY		SLOPE PAVING
	HMA PATCH		SOIL RIPRAP
	CONCRETE WALK		

Computer File Information				Index Revisions			
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Creation Date	12-17-2011	Initials	DKIM	(R-)			
Last Modification Date	11-14-2017	Initials	MP	(R-)			
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AutoCAD Version	C3D 2014	Units	English	(R-)			

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**ADAMS COUNTY**  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

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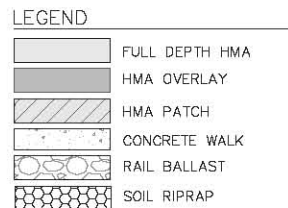
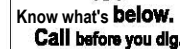
**HUITT-ZOLLARS**  
4582 S. Ulster St. Ste 240  
Phone: 303.740-7325  
Denver, CO 80237  
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CONTACT: GERALD PRUSIK, PE



<b>LOWELL BOULEVARD IMPROVEMENTS</b> CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
		ADAMS COUNTY JMP2013-00009 HUITT-ZOLLARS 16-0320-01
<b>ROADWAY</b> <b>PLAN AND PROFILE</b>		Sheet Name <b>RD-4</b>
		Sheet Number <b>61</b>

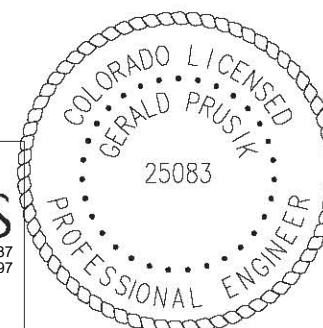
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CONTACT ■ JENNIFER SHI, PE

CONTACT ■ GERALD PRUSIK, PE



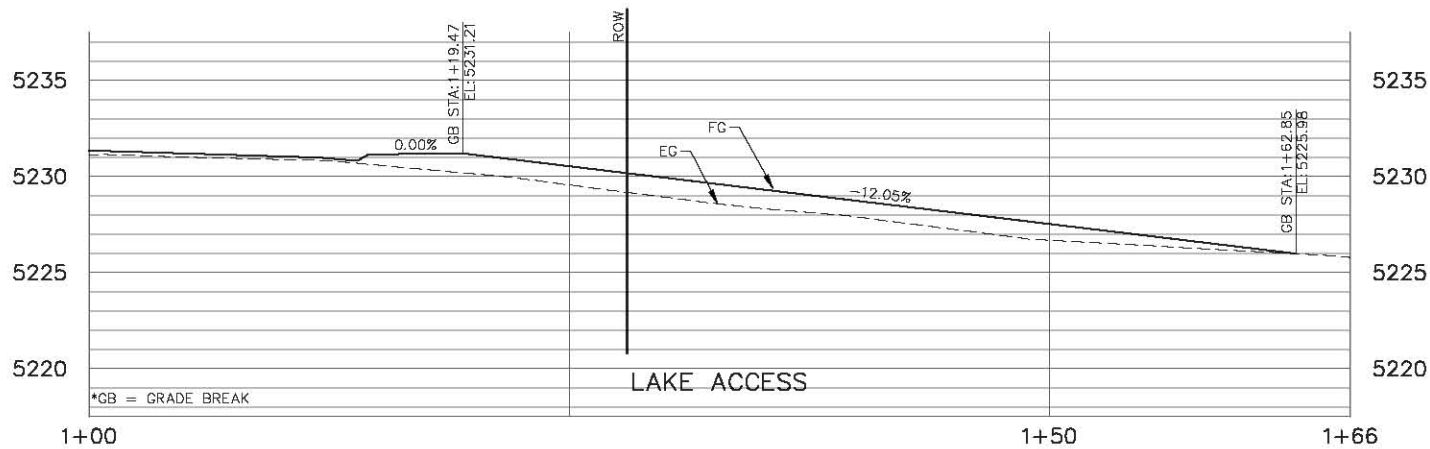
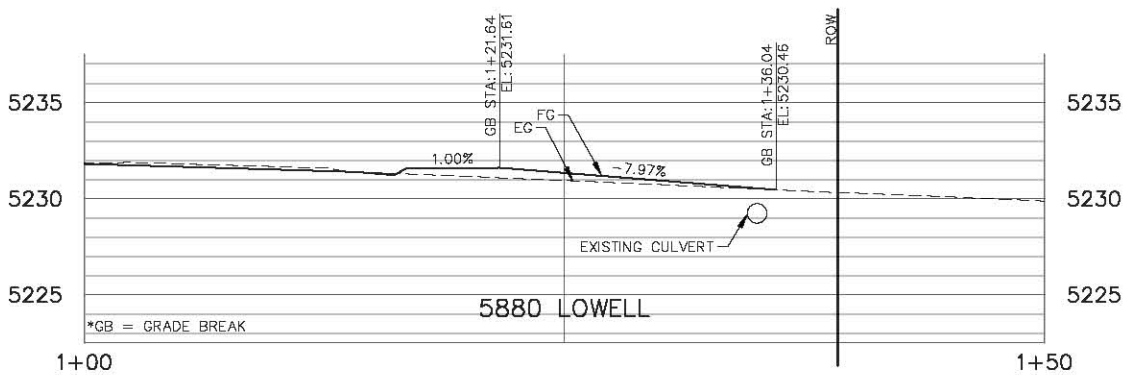
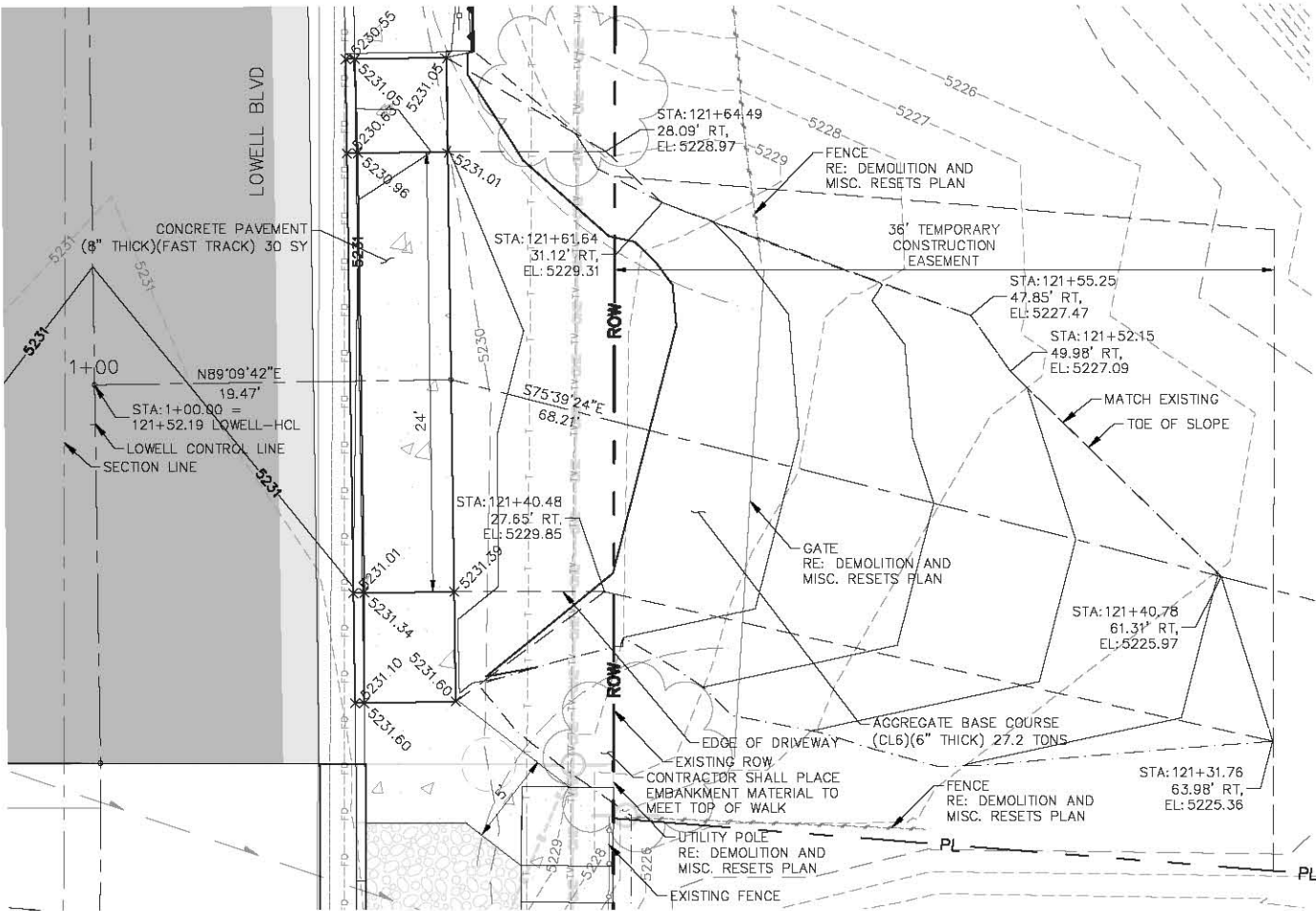
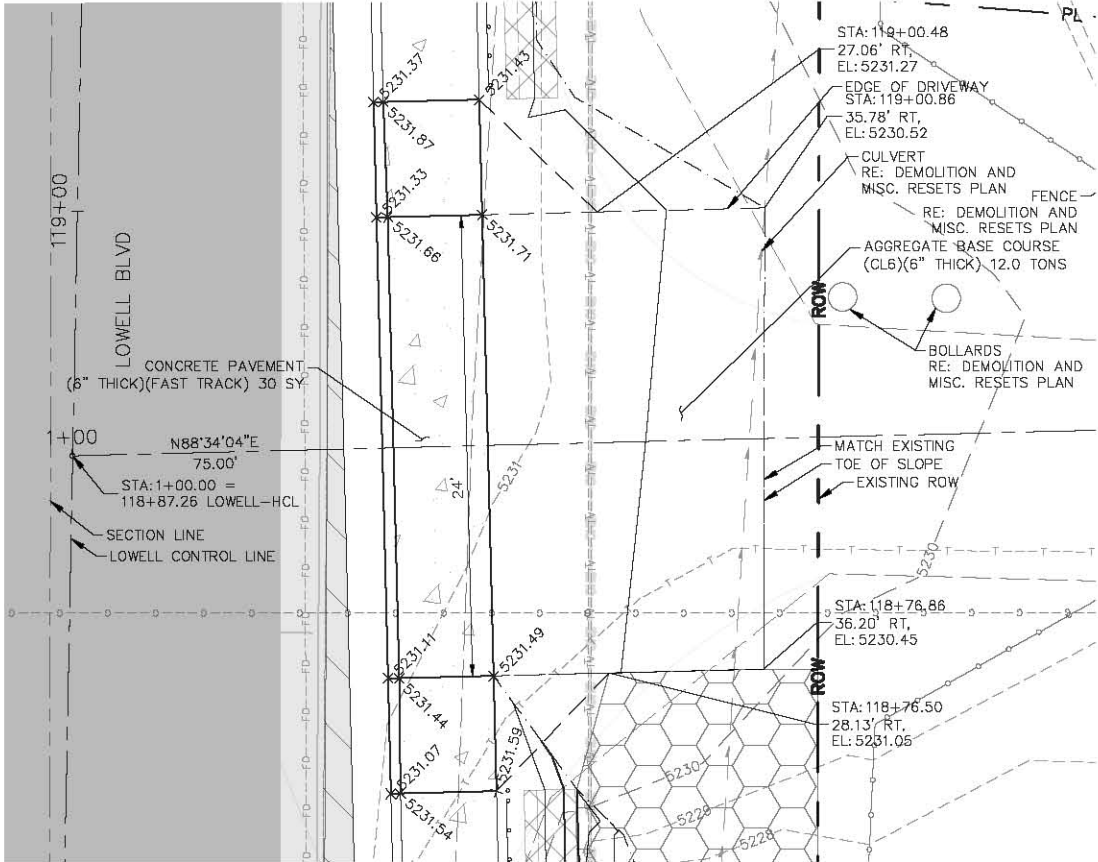
## RAILROAD CROSSING DETAIL

Sheet Number 65

PRINTSTAMP: 2017.11.10 09:57:20 AM



Know what's below.  
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NOTES:

- CONTRACTOR SHALL MATCH EXISTING DRIVEWAY MATERIAL AND WIDTH FROM BACK OF WALK TO EXISTING GRADE
- REFER TO TX-1 FOR DRIVEWAY PAVEMENT SECTIONS

LEGEND

	CONCRETE PAVEMENT		HMA
	AGGREGATE BASE COURSE		

Computer File Information

Designed By	GP	Drawn By	MP
Creation Date	12-17-2011	Initials	DKIM
Last Modification Date	11-14-2017	Initials	MP
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Index Revisions

Index	Revisions

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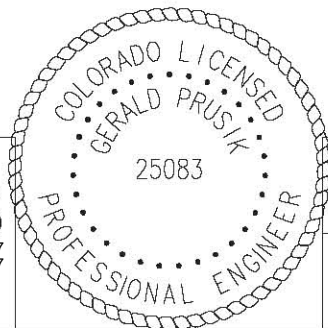
**ADAMS COUNTY**  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

PREPARED BY:

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Fax: 303.224-9997

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**LOWELL BOULEVARD IMPROVEMENTS**  
CLEAR CREEK TO W. 62ND AVENUE

**DRIVEWAY  
DETAILS**

Project No. / Code

ADAMS COUNTY IMP2013-00009  
HUITT-ZOLLARS 16-0320-01

Sheet Name **DR-8**

Sheet Number **74**

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Know what's below.  
Call before you dig.

STA 112+00  
LOWELL HCL

MATCH LINE

STA 118+00  
LOWELL HCL

MATCH LINE

STA 118+00  
LOWELL HCL

MATCH LINE

STA 124+00  
LOWELL HCL

MATCH LINE

T 35, R 68W, 6TH PM

SPEED  
LIMIT  
40  
R2-1 (40)

STA. 117+70.48, 32.96'LT  
REMOVE AND REPLACE SIGN

PI STA. 117+48.89, 6.76'LT

PI: 117+06.17

DBL YELLOW SOLID/SKIP  
DBL YELLOW SOLID/SOLID

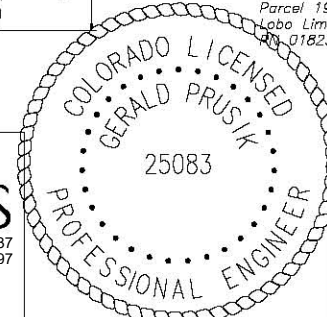
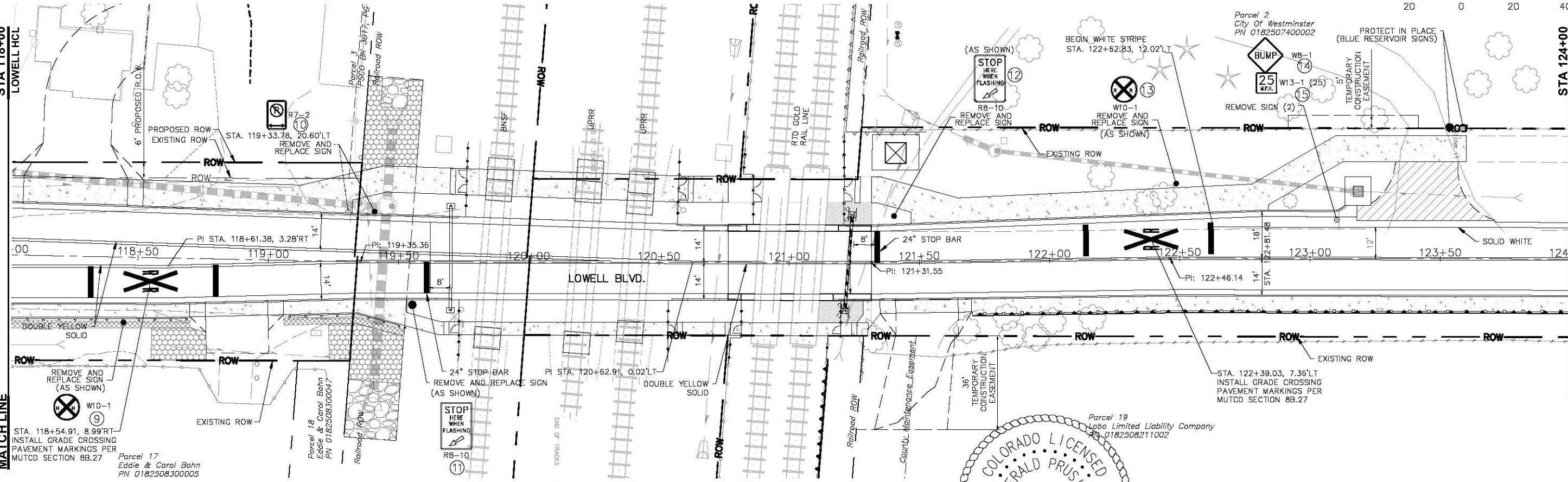
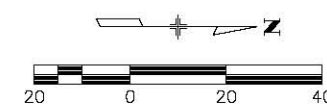
LOWELL BLVD.


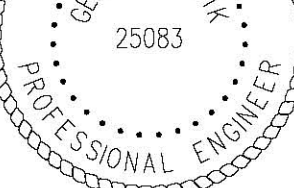
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Spato Family Holding  
PN 0182508302001

Parcel 16  
Gipin Industrial, LLC  
PN 0182508300071

Parcel 17  
Eddie & Carol Bohn  
PN 0182508300005

NOTE:  
ALL SIGNAGE AND STRIPING SHALL CONFORM TO  
MUTCD STANDARDS AND GUIDELINES, LATEST EDITION.



PREPARED FOR:		PREPARED BY:		25083		LOWELL BOULEVARD IMPROVEMENTS		Project No. / Code	
 <b>ADAMS COUNTY</b> 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, COLORADO 80601		<b>HUITT-ZOLLARS</b> 4582 S. Ulster St. Ste 240 Phone (303) 740-7325 Denver, CO 80237 Fax (303) 224-9997				CLEAR CREEK TO W. 62ND AVENUE		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01	
CONTACT: JENNIFER SHI, PE		CONTACT: GERALD PRUSIK, PE				<b>SIGNING AND STRIPING PLANS</b>		Sheet Name SS-2	
								Sheet Number 80	

811

Know what's below.  
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STA 118+00  
LOWELL HCL

STORM SOUTH (6)

STORM SOUTH (7)

LATERAL 2  
SEE SHEET SD-7

LOWELL BLVD

RTD GOLD RAIL LINE

UPRR

Parcel 17  
Eddie & Carol Bohn  
PN 0182508300003

Parcel 19  
Lobo Limited Liability Company  
PN 0182508211002

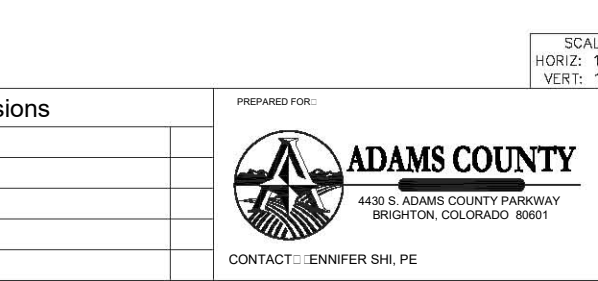
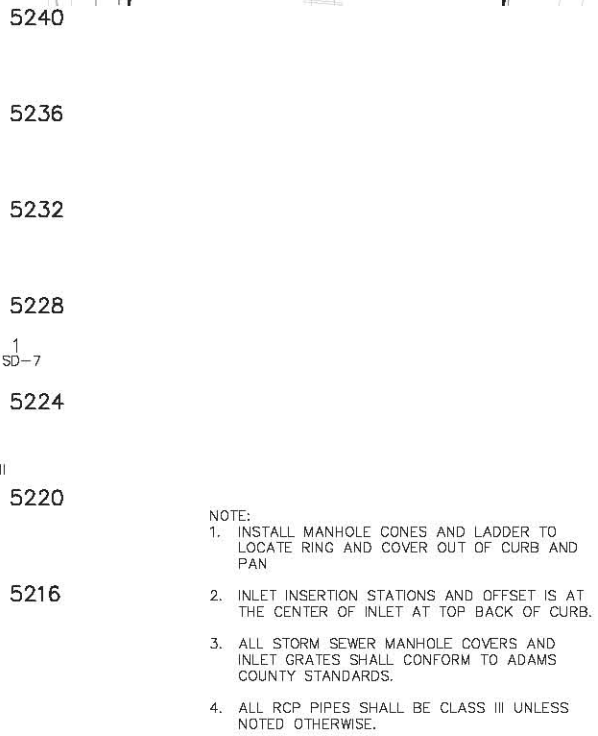
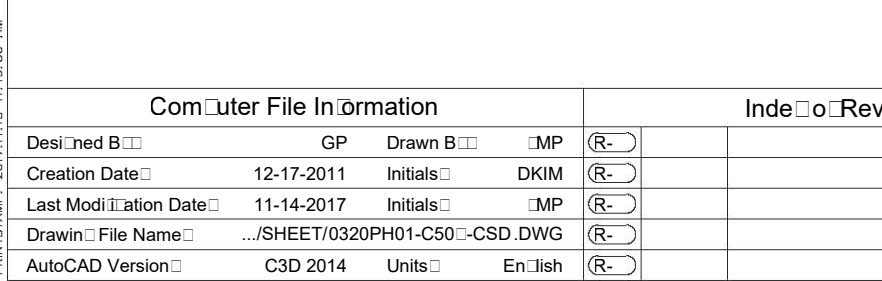
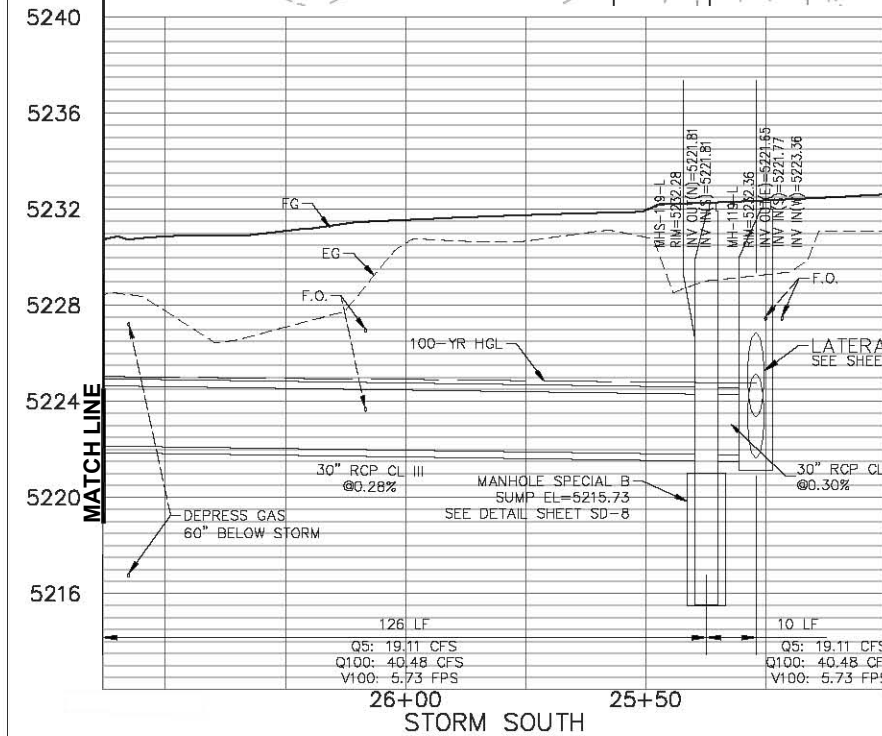
Parcel 2  
City Of Westminster  
PN 0182507400002

EX. CULVERT  
S-122-L  
CONNECT TO EXISTING  
STA: 121+67.73 =  
Q 121+67.73, 47.52'(L) LOWELL-HCL  
NORTH LATERAL (1)  
Q MH-121-L  
BOX BASE MH, (H)=4.8'  
STA: 121+79.44 =  
Q 121+79.44, 42.26'(L) LOWELL-HCL

EX. CULVERT  
Q L-123-L  
TYPE C INLET (3'), H(4.41')  
STA: 26+78.32 =  
STA: 123+18.37, 25.81'(L)

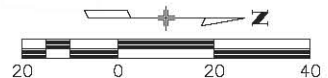
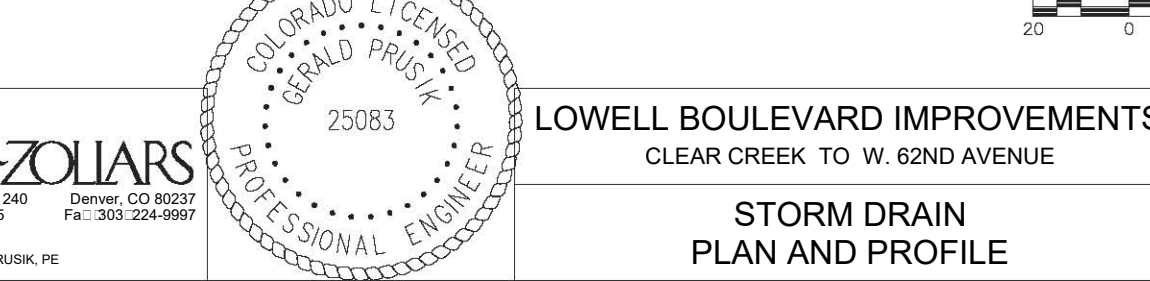
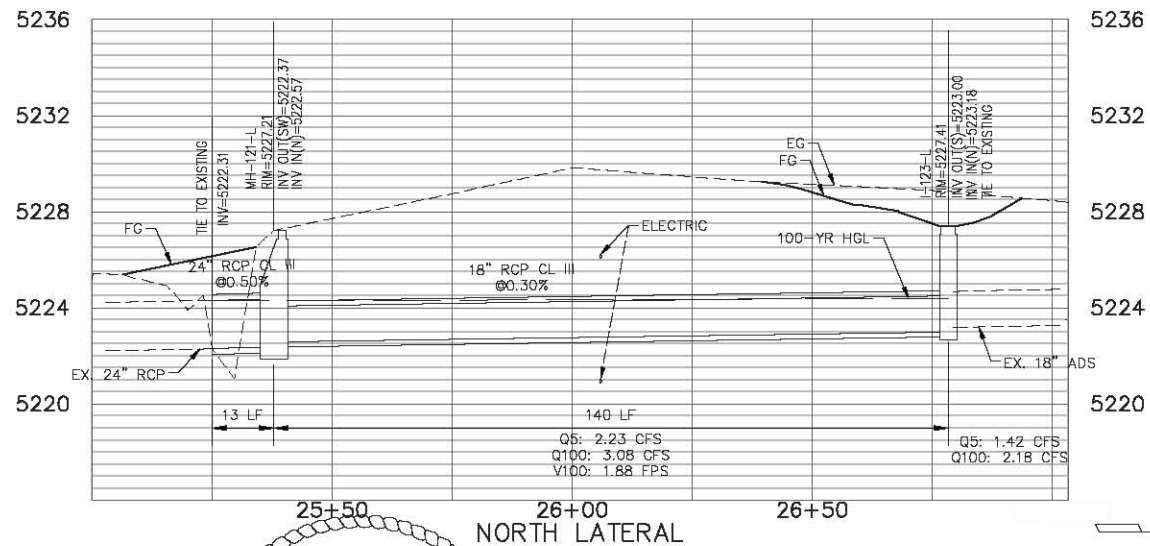
INLET DITCH PAVING  
EX. CULVERT

STA 124+00  
LOWELL HCL



- NOTE:
1. INSTALL MANHOLE CONES AND LADDER TO LOCATE RING AND COVER OUT OF CURB AND PAN
  2. INLET INSERTION STATIONS AND OFFSET IS AT THE CENTER OF INLET AT TOP BACK OF CURB.
  3. ALL STORM SEWER MANHOLE COVERS AND INLET GRATES SHALL CONFORM TO ADAMS COUNTY STANDARDS.
  4. ALL RCP PIPES SHALL BE CLASS III UNLESS NOTED OTHERWISE.

SCALE:  
HORIZ: 1"=40'  
VERT: 1"=8'



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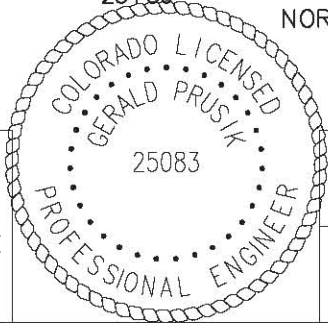
**ADAMS COUNTY**  
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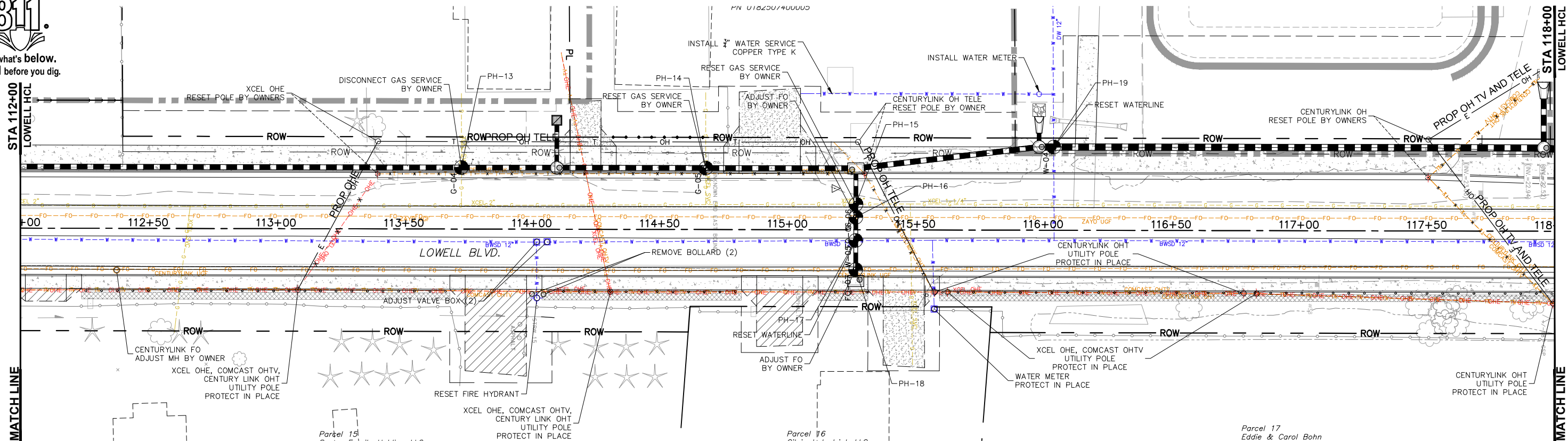


<b>LOWELL BOULEVARD IMPROVEMENTS</b> CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
<b>STORM DRAIN PLAN AND PROFILE</b>		Sheet Name <b>SD-4</b>
		Sheet Number <b>87</b>

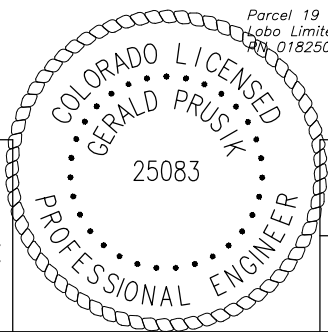
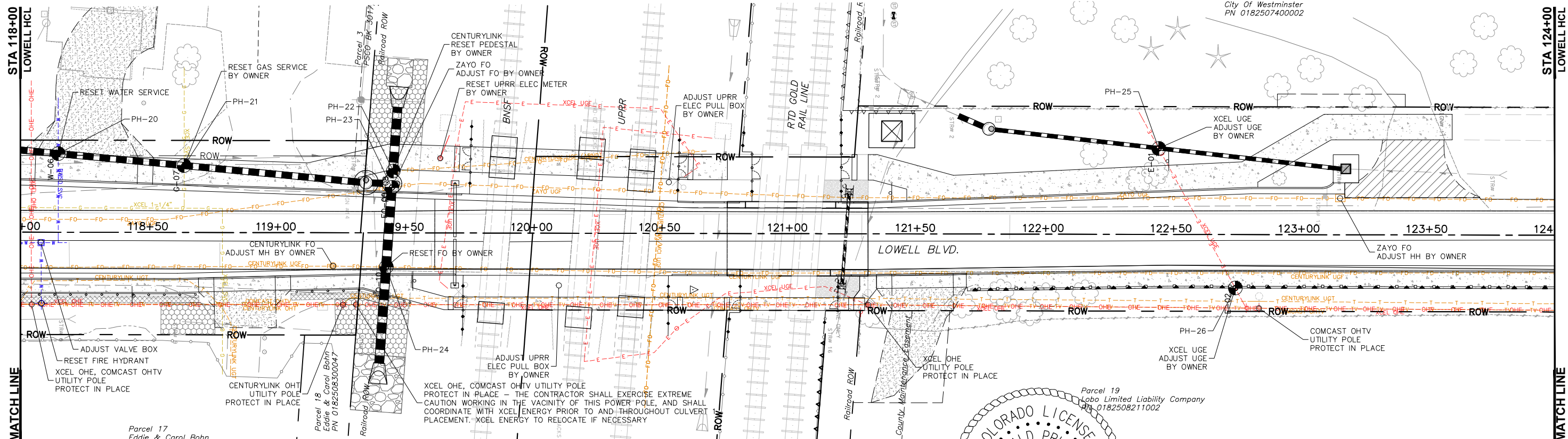
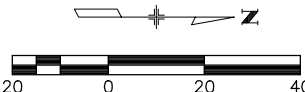




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NOTE: PROTECT IN PLACE ALL UTILITIES TO REMAIN.



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AutoCAD Version	C3D 2014	Units	English	(R-)			

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4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

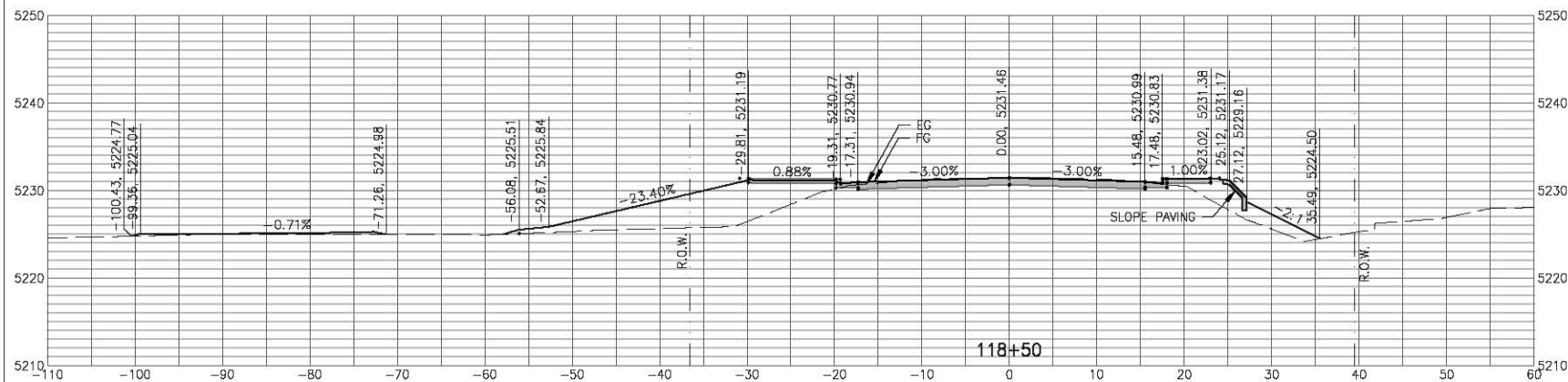
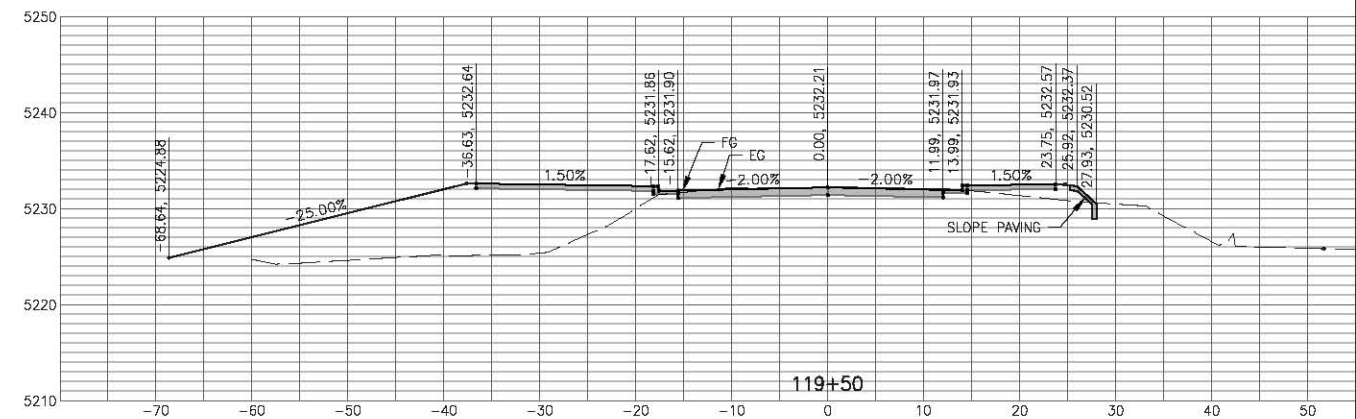
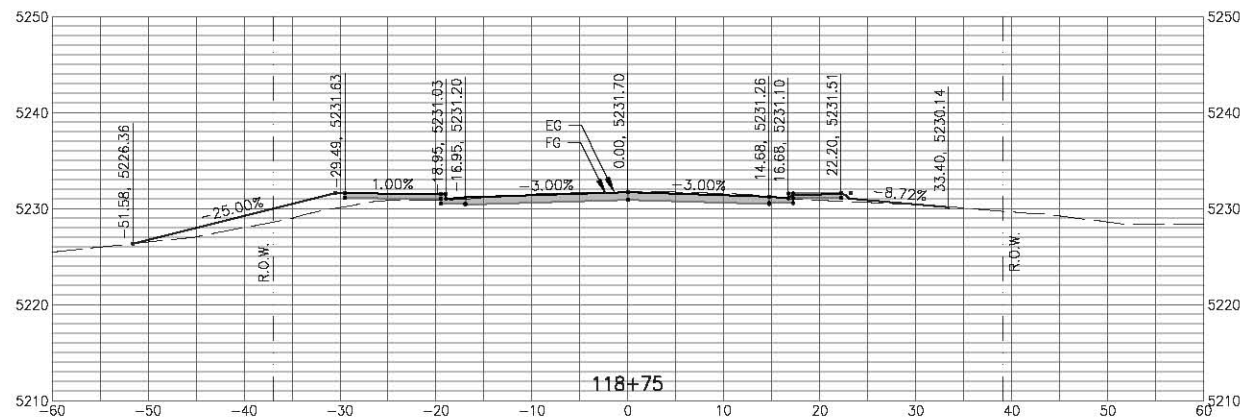
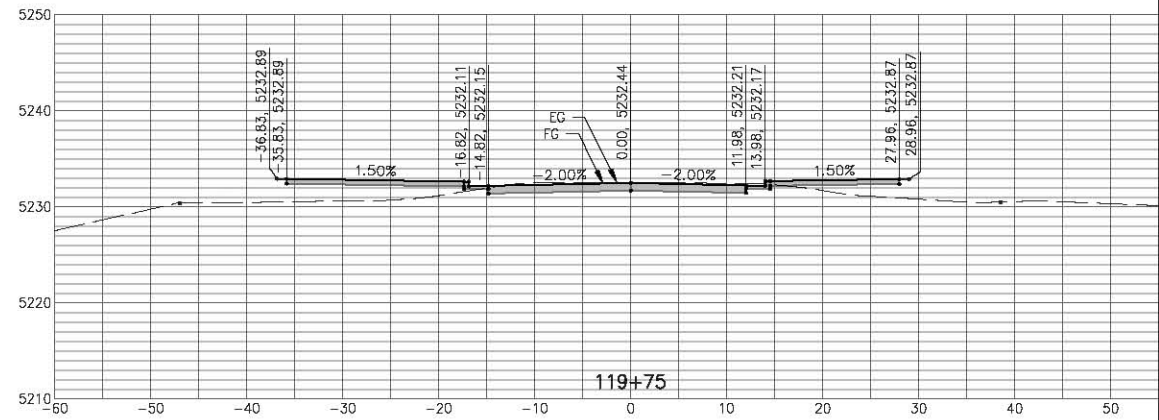
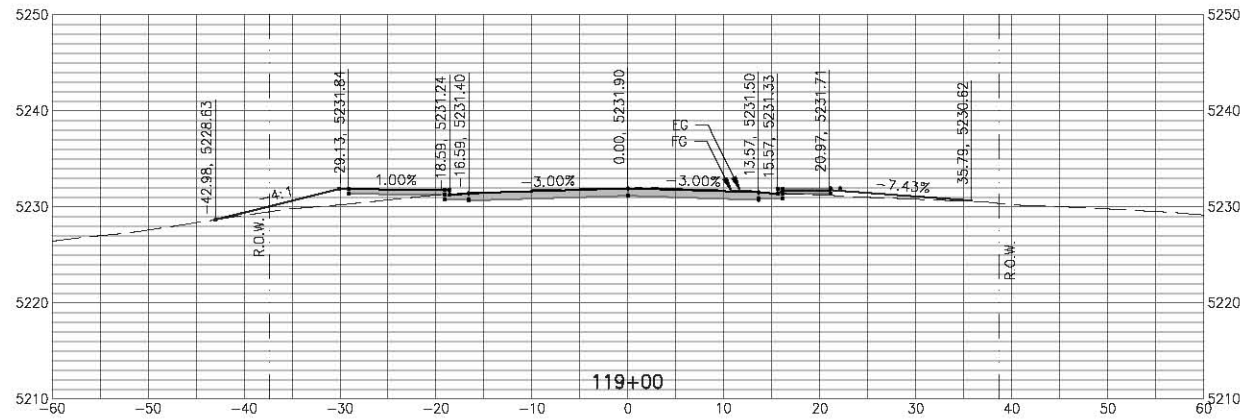
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Phone: 303.740-7325  
Denver, CO 80237  
Fax: 303.224-9997

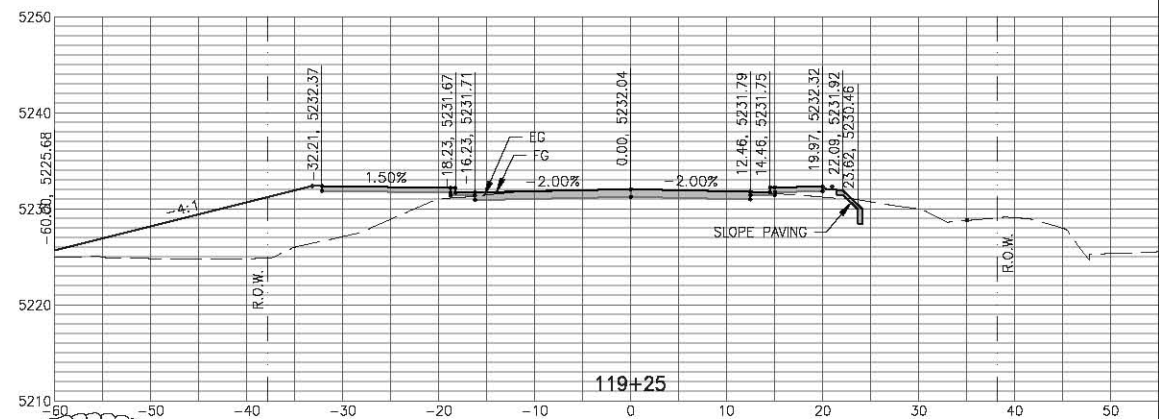
CONTACT: GERALD PRUSIK, PE

<b>LOWELL BOULEVARD IMPROVEMENTS</b> CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
<b>UTILITY PLAN</b>		Sheet Name <b>UT-2</b>
		Sheet Number <b>95</b>

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SCALE:  
1"=20' HORIZ  
1"=20' VERT



Computer File Information				Index Revisions			
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Creation Date	12-17-2011	Initials	DKIM	(R-)			
Last Modification Date	11-14-2017	Initials	MP	(R-)			
Drawn File Name	.../SHEET/0320PH01-C90-S-2.DWG			(R-)			
AutoCAD Version	C3D 2014	Units	English	(R-)			

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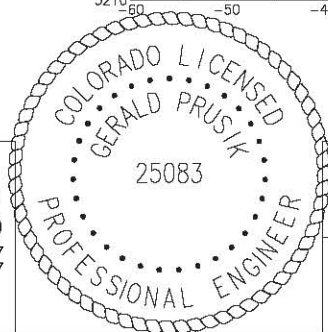
**ADAMS COUNTY**  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

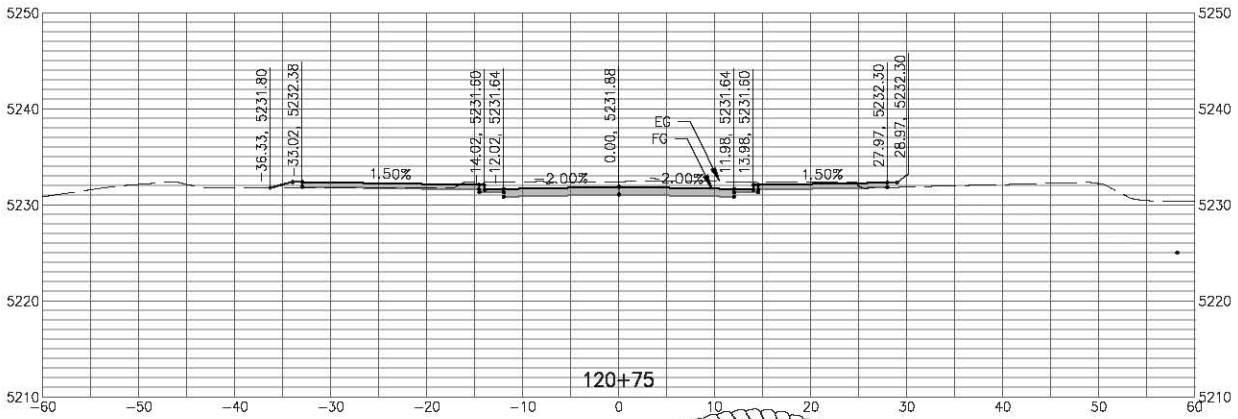
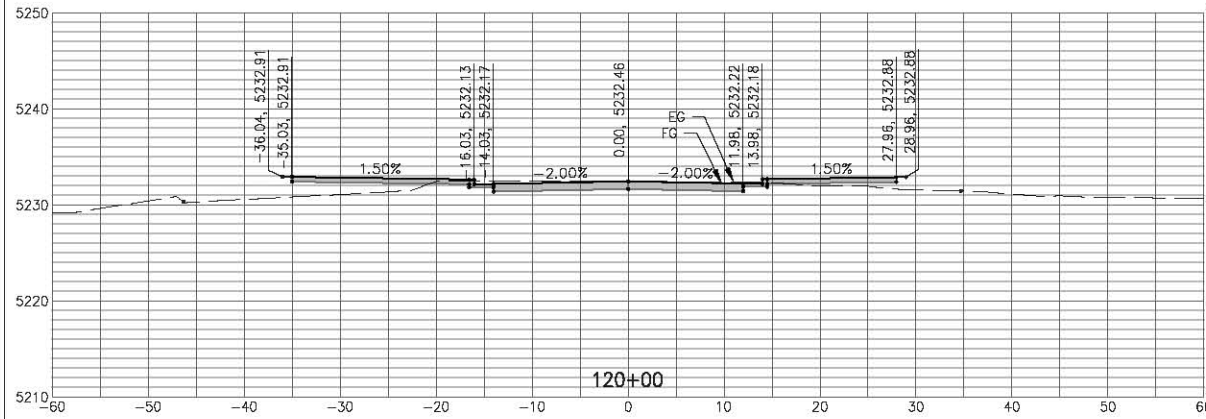
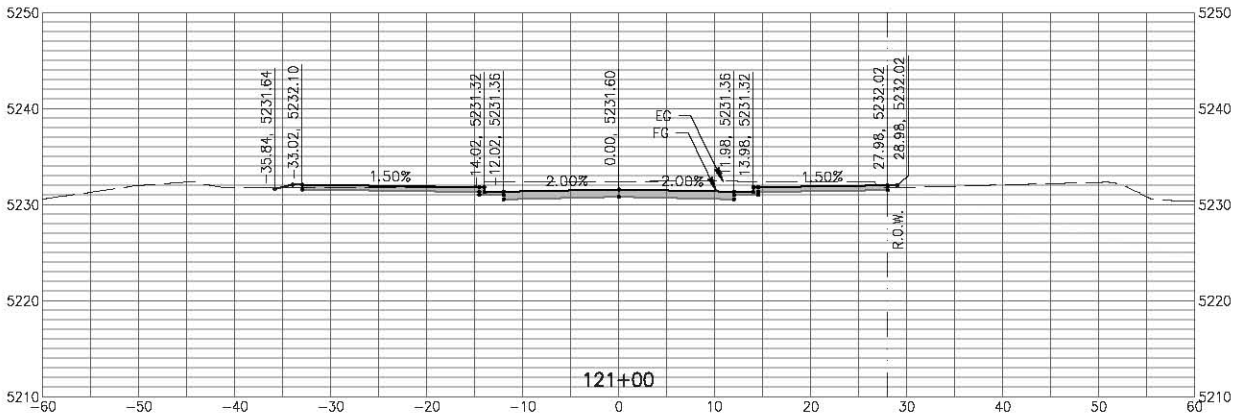
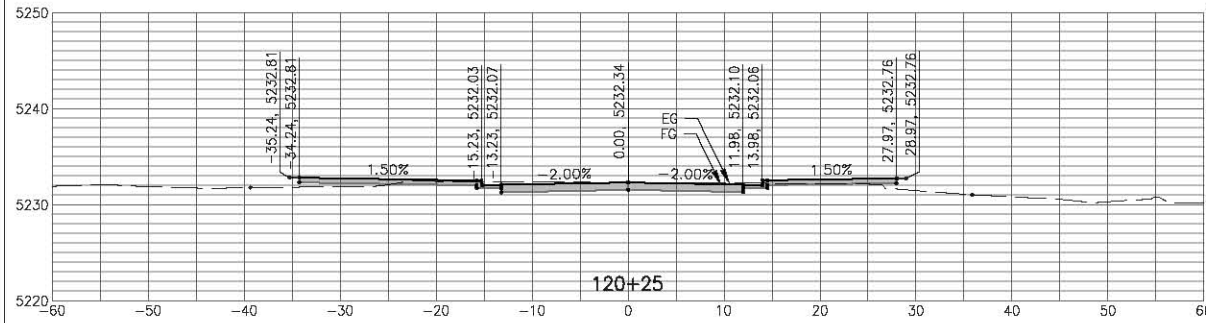
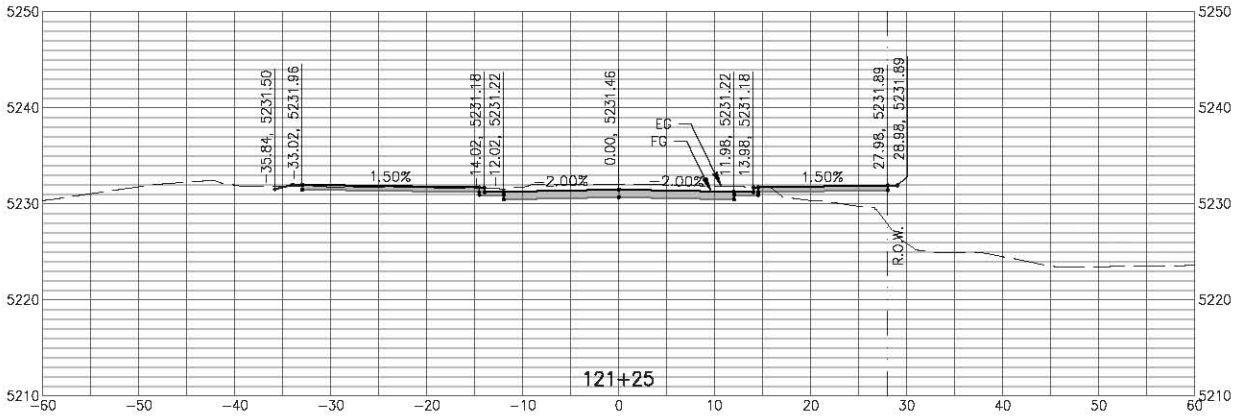
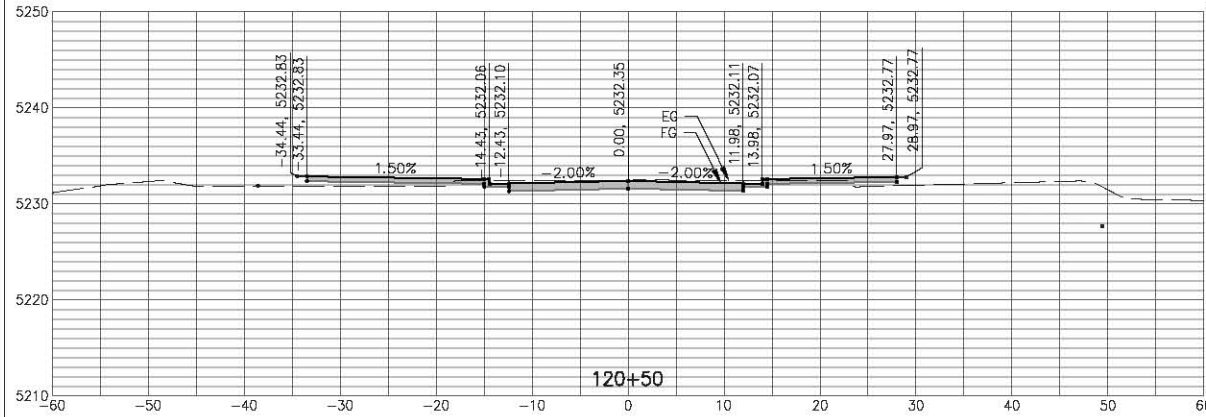
PREPARED BY:

**HUITT-ZOLLARS**  
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<b>LOWELL BOULEVARD IMPROVEMENTS</b> CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
<b>ROADWAY CROSS SECTIONS</b>		Sheet Name <b>S-15</b>
		Sheet Number <b>117</b>



SCALE:  
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AutoCAD Version	C3D 2014	Units	English	(R-)			

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**ADAMS COUNTY**

4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

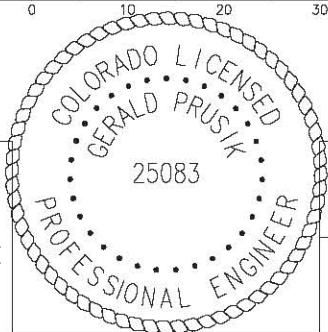
CONTACT: JENNIFER SHI, PE

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**HUITT-ZOLLARS**

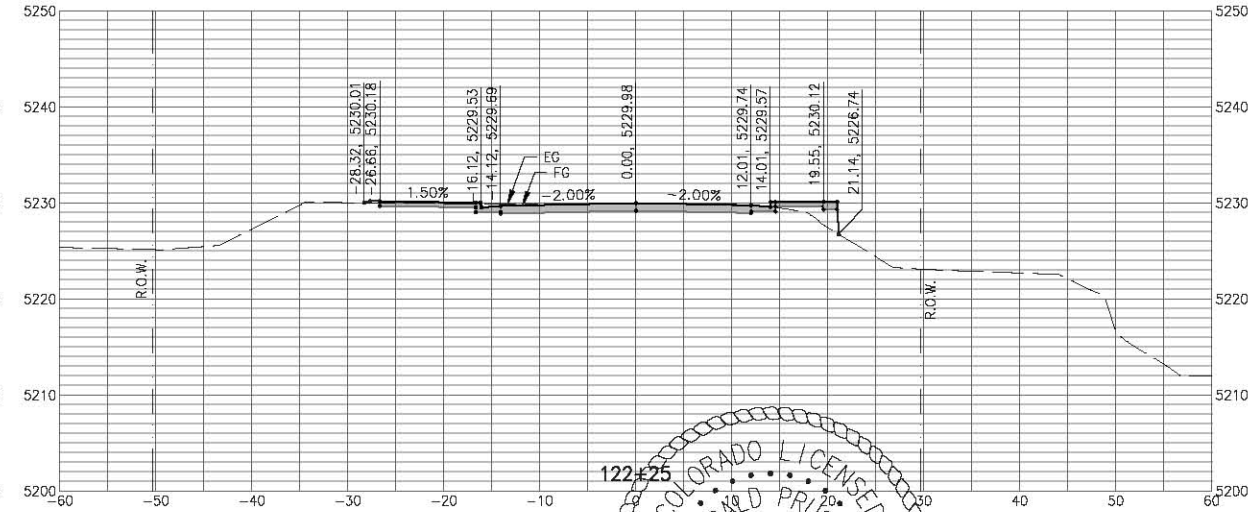
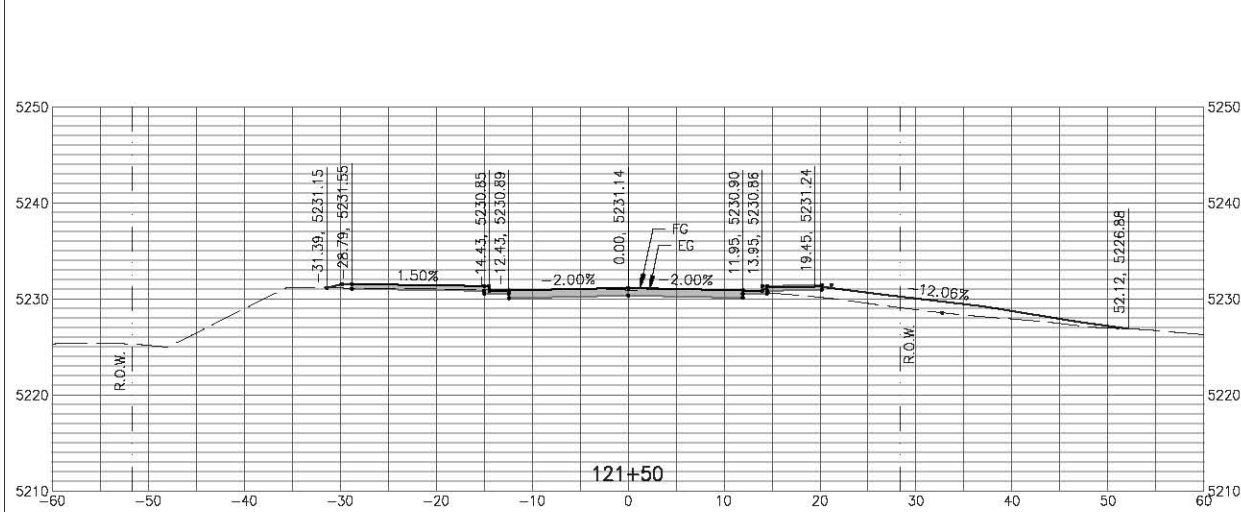
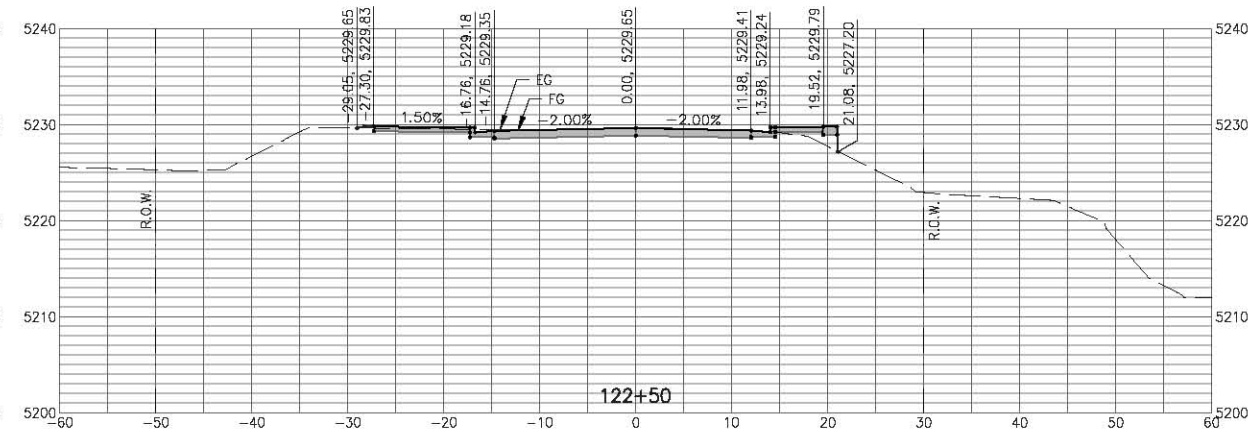
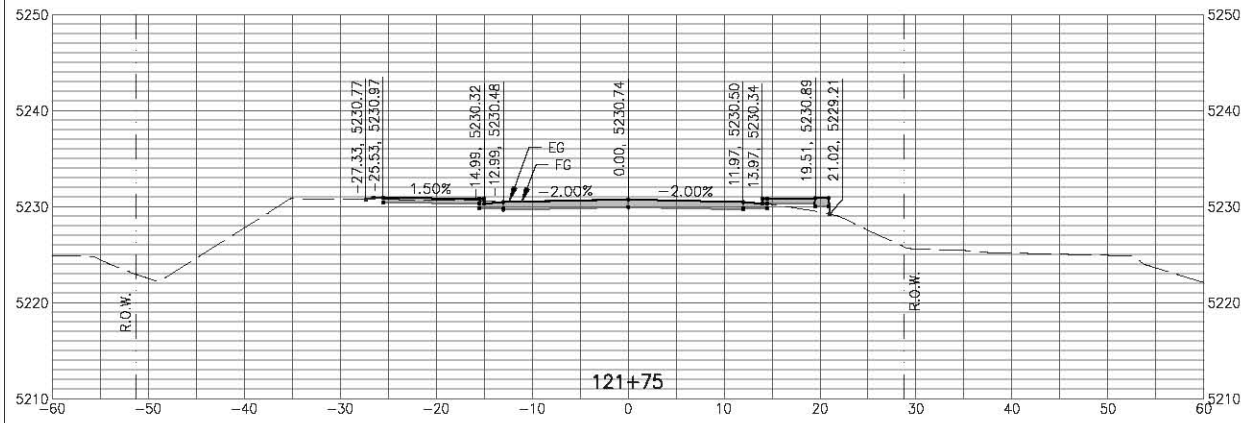
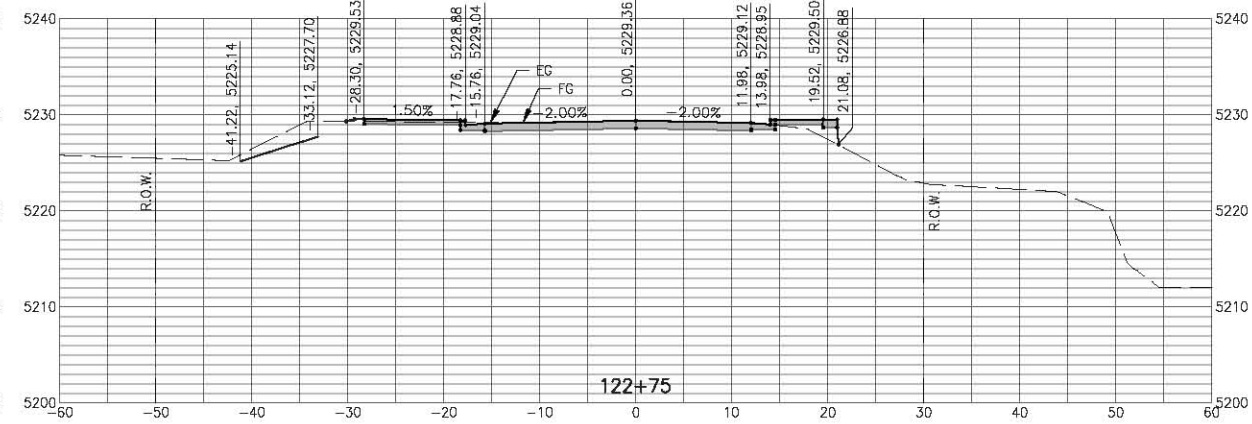
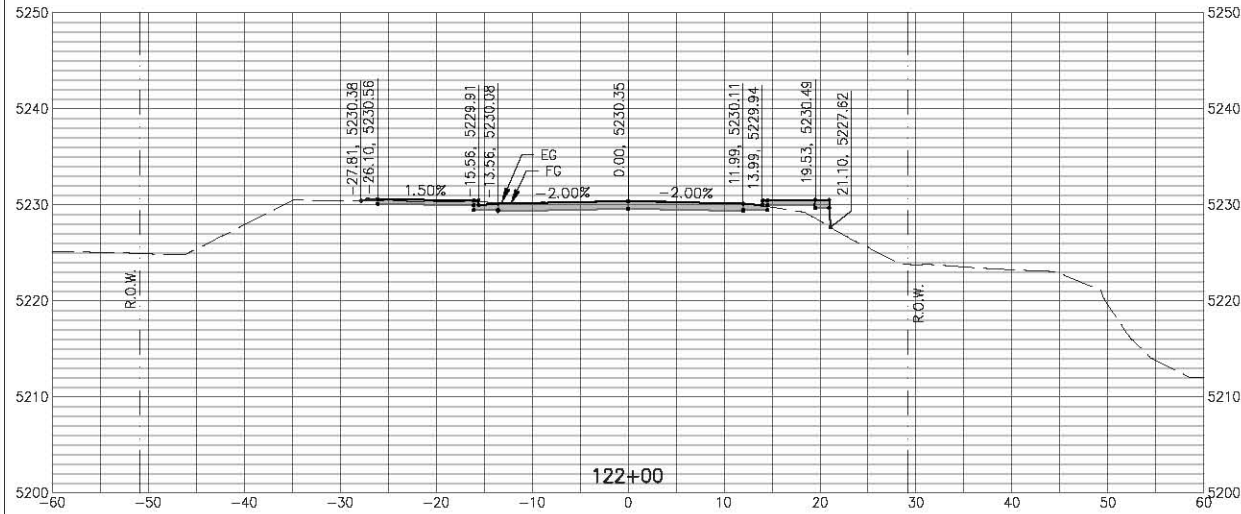
4582 S. Ulster St. Ste 240  
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CONTACT: GERALD PRUSIK, PE



LOWELL BOULEVARD IMPROVEMENTS CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
ROADWAY CROSS SECTIONS		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
		Sheet Name S-16
		Sheet Number 118

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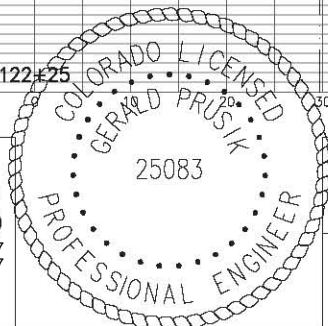
**ADAMS COUNTY**  
4430 S. ADAMS COUNTY PARKWAY  
BRIGHTON, COLORADO 80601

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4582 S. Ulster St. Ste 240  
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CONTACT: GERALD PRUSIK, PE



LOWELL BOULEVARD IMPROVEMENTS CLEAR CREEK TO W. 62ND AVENUE		Project No. / Code
		ADAMS COUNTY IMP2013-00009 HUITT-ZOLLARS 16-0320-01
ROADWAY CROSS SECTIONS		Sheet Name S-17
		Sheet Number 119

**Exhibit C**  
**Right of Entry Permit – Contractor**

## EXHIBIT C

### CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake Street, Denver, Colorado 80202, ("RTD" or "Licensor") and \_\_\_\_\_<sup>1</sup> whose address is \_\_\_\_\_, ("Contractor").

A. RTD and Adams County ("Grantee") are parties to a certain Permanent Easement dated \_\_\_\_\_, 2019<sup>2</sup> (the "Easement") whereby RTD grants a non-exclusive, easement to Grantee to enter upon and have ingress to and egress from the RTD Property, pursuant to the terms of the Easement, for the purpose of constructing, maintaining, using and operating the Improvements, as that term is defined in the Easement.

B. RTD and Denver Transit Partners, LLC ("DTP") entered into a Concession and Lease Agreement dated July 9, 2010 (the "Concession Agreement") for the implementation of the RTD FasTracks Eagle Project Commuter Rail Services and Network (the "Eagle Project"), which includes the East Rail Line known as the A Line.

C. DTP and Denver Transit Operators, LLC ("DTO") entered into an Operation and Maintenance agreement dated July 9, 2010 (the "O&M Agreement") for the operation and maintenance of the Eagle Project including the A Line.

D. Grantee has employed Contractor and requested RTD to permit Contractor to perform the work related to the Improvements and RTD is agreeable thereto, subject to the following terms and conditions.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the Easement, Contractor hereby agrees as follows:

#### ARTICLE 1. THE LICENSE

A. Licensor hereby grants to the Contractor permission to enter upon the RTD Property solely for purposes of Contractor performing work under the Easement. The Improvements shall be installed in the approximate orientation and location shown on Exhibit A, attached and incorporated herein. The licensed location is referred to herein as the "Premises." Contractor shall comply with all terms of the Easement applicable to its work on the RTD Property. Failure to comply with the terms of the Easement and of this Agreement may result in termination of this Agreement by RTD, effective immediately upon Contractor's receipt of notice.

B. Contractor shall obtain an approved Third Party Access Permit ("Access Permit") from DTO. Contractor must initiate a request for an Access Permit no fewer than 30 days prior

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<sup>1</sup> Insert name of Contractor and address.

<sup>2</sup> Insert date of License.



to the date of the proposed access by email to [rwic@rtdcrail.com](mailto:rwic@rtdcrail.com). Contractor's employees and subcontractors shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD and DTO. Contractor's employees and its subcontractors seeking access under the Access Permit shall be required to complete applicable safety training, which DTO shall provide at the Contractor's cost. This Agreement shall not be valid unless accompanied by an approved Third Party Access Permit issued by DTO.

## ARTICLE 2. TERM

This Agreement shall be effective upon the Effective Date. The permission granted herein shall expire 120 days from the date of execution of this Agreement, upon completion of the work, or termination of the Easement, whichever occurs first.

## ARTICLE 3. LIABILITY

- A. Contractor shall be responsible for any damage, including Environmental Damages (defined in Article 5.G below), to any property, including the Premises, the RTD Property or other RTD property, DTP and DTO personal property, the City's property, Contractor's property, adjacent property, utilities, adjacent structures, and other third-party real property that is caused by Contractor's activities, and Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case, at no cost to Licensor, DTP or DTO. Licensor, DTP, DTO and Contractor shall notify one another of any such damage and any potential claims arising out of such damage. Nothing in this section shall be deemed to waive any of Licensor's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.
- B. Contractor shall indemnify, defend and hold harmless Licensor and its officers, directors, employees, agents and contractors and DTP and DTO and its officers, directors, employees, agents and contractors until expiration or earlier termination of the Concession Agreement, against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs and judgments) arising out of or caused by the Contractor's and or its subcontractors' use of the Premises or the RTD Property hereunder, including, but not limited to, Environmental Damages (defined below). It is the intention of the parties hereto that the indemnity from Contractor to Licensor provided for in this section indemnifies RTD, its officers, directors, employees, agents and contractors and DTP and DTO and its officers, directors, employees, agents and contractors for their own negligence, whether that negligence is active or passive, or is the sole or a concurring cause of the injury, death or damage, **provided that** said indemnity shall not protect RTD, DTP or DTO from damage arising out of death or bodily injury to persons or damage to property caused solely by the willful misconduct, gross negligence and/or criminal actions of RTD, its officers, directors, employees, agents and contractors or DTP and DTO and its officers, directors, employees, agents and contractors. In the event of any claims made or suits filed, each party shall give the other prompt written notice thereof, and Licensor shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations hereunder. Nothing in this section shall be deemed to waive any of Licensor's

privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

- C. The provisions of this Article 2 shall survive the termination, in whole or in part, of this Agreement.

#### ARTICLE 4. NO WARRANTY

- A. Licensor does not grant nor purport to grant any right not specifically set forth herein. Permission for the Contractor or its contractors to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor as is procurement of any applicable regulatory permission or consent.
- B. The right to use the Premises granted hereunder is hereby contracted for and shall be granted with respect to the Premises in its "AS IS" physical condition without any warranty, express or implied. This Agreement is subject to all other prior granted or reserved rights and interests in the Premises, if any, whether of record or not.
- C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or its contractor stores on the Premises or RTD Property, whether the loss, damage or destruction results from accident, act of God, the elements, severe weather, theft or vandalism.

#### ARTICLE 5. INSURANCE

- A. Contractor shall procure and maintain, and shall require that its contractors and subcontractors procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD:
  - 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but be not limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose. Such policy will name RTD, DTP and DTO as an additional insured.
  - 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits. Such excess insurance shall be at least as broad as the Contractor's Commercial General Liability, Automobile Liability, and Workers' Compensation and Employers' Liability Insurance. Such policy will name RTD, DTP and DTO as an additional insured.
  - 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not be limited to, bodily injury liability and property damage liability, for any vehicles owned, used or hired. Such policy will name RTD, DTP and DTO as an additional insured.
  - 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Grantee and its contractors, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or



policies shall cover the entire liability of the Grantee and its contractors as determined by the Workers' Compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain the same, a waiver of insurer's right of subrogation against RTD, DTP and DTO for payments made to or on behalf of employees of the Grantee's and contractors. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000.

5. Railroad Protective Liability Insurance. This insurance shall name RTD, DTP and DTO as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Improvements. If further maintenance of the Improvements is needed at a later date, an additional Railroad Protective Liability Insurance policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following: (i) endorsed to include the Pollution Exclusion Amendment, (ii) endorsed to include the Limited Seepage and Pollution Endorsement, (iii) endorsed to include Evacuation Expense Coverage Endorsement. In addition, (x) no other endorsements restricting coverage may be added, (y) the original policy must be provided to Licensor prior to performing any work or services under this Easement, and (z) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."
6. Contractors Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
7. Prior to entry upon, above or adjacent to the RTD Property, Contractor agrees to furnish RTD, DTP and DTO with a certificate of insurance for itself and for each of its subcontractor(s)' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of its and its contractor(s)' policy(ies) by Registered or Certified mail. Certificates of insurance shall be provided to the RTD Manager of Real Property as provided in Article 9.Q and DTO Track Usage Coordinator at [track.usage@rtdcrail.com](mailto:track.usage@rtdcrail.com).
8. Each insurance certificate shall have the following endorsements attached thereto:
  - a) An endorsement naming RTD an additional insured and naming DTP and DTO an additional insured for so long as DTP provides the Commuter Rail Services as such term is defined in the Concession Agreement;
  - b) An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by the Grantee, its contractor and contractor's subcontractors under this Agreement;
  - c) An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the

definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided as set forth in A.5 of this article;

- d) A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
  - e) Waiver of subrogation in favor of and acceptable to RTD, DTP and DTO.
9. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid hereunder on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified herein, said insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that Grantee, its contractor and its subcontractors have left the RTD Property.
- B. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - C. Liability of Contractor under this section shall not be limited to coverage provided under said insurance policies.
  - D. Only those contractors and subcontractors of Contractor whose operations are covered by insurance will be authorized to work upon or about the RTD Property.

#### ARTICLE 6. ENVIRONMENTAL OBLIGATIONS

- A. For purposes of this "Environmental Obligations" article, the terms "Activity" and "Activities" shall include any action or omission of Contractor, and/or the subsidiaries, affiliates, agents, contractors, employees, contractors, invitees, successors or assigns of Contractor.
- B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements (defined in Article 5.F below), Contractor shall not cause, permit or suffer any Hazardous Material (defined in Article 5.E below) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the RTD Property or any portion thereof by Contractor, its subsidiaries, affiliates, agents, employees, contractors, invitees, successors or assigns, or any other person.
- C. No Violations of Environmental Requirements. Contractor, in performing the Activities shall not cause, permit or suffer the existence or the commission by Contractor, its agents, employees, contractors, invitees, or successors or assigns of a material violation of any Environmental Requirements upon, about or beneath the RTD Property or any portion thereof.

- D. No Environmental or Other Liens. Contractor, in performing the Activities, shall not create or suffer to exist with respect to the RTD Property, or permit any of its agents (including, but not limited to, contractors) to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Section 9607(1)) or any similar state statute.
- E. For purposes of this Agreement, "Hazardous Material(s)" means any and all substances, chemicals, wastes, or other materials now or from time to time hereafter:
1. defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) (CERCLA), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) (RCRA), and/or the Colorado Hazardous Waste Act Sections 25-15-101 et seq., Colorado Revised Statutes, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
  2. characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation or disposal is required or regulated, under any and all laws for the protection of the environment, human health and safety, including without limitation CERCLA, RCRA, the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) and/or the Colorado Hazardous Waste Act (§ 25 15-311 et seq., Colorado Revised Statutes); the Colorado Solid Waste Act (§ 30-20-100.5 et seq., C.R.S); the Colorado Water Quality Control Act (§ 25-8-101 et seq., Colorado Revised Statutes), Colorado Air Pollution Prevention and Control Act (§ 25-7-101 et seq., Colorado Revised Statutes), Title 8 Article 20.5, Colorado Revised Statutes, and any federal, state or local regulations and associated guidance promulgated thereunder; or
  3. otherwise posing a present or potential risk to human health, welfare or the environment, including, without limitation, asbestos, flammable, explosive, corrosive or radioactive materials, gasoline, oil, motor oil, waste oil, petroleum (including without limitation, crude oil or any component thereof), and petroleum-based products, paints and solvents; lead, cyanide, DDT and other pesticides, and polychlorinated biphenyls.
- F. For purposes of this Agreement, "Environmental Requirements" means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:
1. all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the

manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and

2. all requirements pertaining to the protection of the health and safety of employees or the public.
- G. For purposes of this Agreement, "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
1. damages for personal injury, or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;
  2. fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
  3. liability to any third person or governmental agency to indemnify such person or agency for cost expended in connection with the items referenced in Article 6.G.2 herein.

#### ARTICLE 7. SUB-CONTRACTORS

All of the limitations and obligations imposed upon the Contractor pursuant to this Agreement shall be to apply with equal force and effect to any of Contractor's sub-contractors (together "sub-contractors") performing any work on or about the RTD Property. The Contractor shall be primarily liable and responsible to Licensor for all acts or omissions of any sub-contractor employed upon or about the RTD Property pursuant hereto. Nothing herein contained shall be construed to preclude the Licensor from proceeding or taking any legal action against the Contractor and any sub-contractor individually or collectively. Only those sub-contractors whose operations are covered by the insurance provisions hereof will be authorized to work upon the RTD Property. In the event that any sub-contractor does

not have its own insurance coverage as set forth in Article 5, hereof, Contractor shall cause such sub-contractor to be a named insured under Contractor's policies set forth in Article 5. No sub-contractor shall be permitted entry upon Licensor's property until proof of sub-Contractor's coverage required by Article 5 and this Article is submitted to Licensor, and approved by Licensor's Risk Manager.

#### ARTICLE 8. DIGGING OR BORING

Prior to performing any digging or boring activities on the RTD Property, the Contractor shall determine if a telecommunications system or other utility is buried anywhere on or about the RTD Property in the location where Contractor will perform such digging or boring activities. If there is such a telecommunications system or other utility, Contractor will determine the owner of such telecommunications system or other utility, and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

#### ARTICLE 9. SAMPLES/REMOVAL

As between Contractor and Licensor, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing and disposal of any samples or other materials, including Hazardous Materials, removed from the Premises or generated as a result of activities performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such activities that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. Contractor states and agrees that as between Contractor and Licensor, Contractor is the sole Generator (as the term "Generator" is used in applicable statutes and regulations concerning the removal, transport and/or disposal of Hazardous Materials, substances, waste or other contaminants of any materials, including Hazardous Materials) of any materials, including Hazardous Materials, removed from the Premises by Contractor, its subcontractors, agents or employees or generated as a result of sampling and/or testing activities undertaken by Contractor, its subcontractors, agents or employees.

#### ARTICLE 10. GENERAL

A. Assignment. This Agreement, and any part or interest in this Agreement, may not be assigned by Contractor without the prior written consent of Licensor. No Licensor-approved assignment shall release Contractor from any liability hereunder. Any assignment in violation of this Agreement shall be null and void.

B. Agreement Binding. This Agreement and all of the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto, and their respective permitted successors and assigns.

C. Execution in Counterparts. This Agreement (and each amendment, modification and waiver in respect of this Agreement) may be executed and delivered in counterparts (including by facsimile or email transmission), each of which will be deemed an original, but all of which when taken together shall constitute a single contract and thereafter shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Delivery of an executed counterpart of a signature page to this

Agreement (including by facsimile or email) shall be effective as delivery of a manually executed counterpart of this Agreement.

D. Laws to Apply; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Premises is located and Contractor expressly submits itself to the jurisdiction thereof.

E. Amendment. This Agreement may not be amended except in writing by mutual agreement of Contractor and Licensor, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

F. No Agency. It is expressly understood and agreed that Licensor and Contractor do not intend to be and shall not in any respect be deemed agents of each other, but shall be deemed to each be an independent contractor.

G. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

H. Liens. Contractor shall not permit any lien, claim or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim or charge to be removed. If any mechanic's lien, claim or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim or other charge. This Article 10.H shall survive termination, in whole or in part, of this Agreement.

I. Waiver; Severability. The failure of any party hereto to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

J. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Contractor to its terms. The person(s) executing this Agreement on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

K. No Dedication; Third Parties. Nothing herein shall be deemed to be a gift or dedication of any portion of the Premises to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

L. Breach. Any failure of Contractor to fulfill any of Contractor's obligations hereunder shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.

M. Applicable Laws; Violation. Contractor shall use the Premises in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in

which the Premises is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Premises by Contractor violates said applicable ordinances or laws, Contractor shall cease and desist from continuing such use and upon demand by RTD.

N. Additional Grantees. Contractor understands and agrees that during the term of this Agreement, the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.

O. Equipment. Contractor shall not use RTD, DTP or DTO equipment, tools or furnishings located in or about the Premises without prior written approval by RTD, DTP or DTO.

P. Notices. Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, and addressed as follows:

If to Licensor:     Regional Transportation District  
                             Attn: Manager, Real Property  
                             1560 Broadway, Suite 650  
                             Denver, Colorado 80202  
                             (303) 299-2440

With a copy to:     Regional Transportation District  
                             Attn: Senior Manager, Commuter Rail  
                             1560 Broadway, Suite 650  
                             Denver, Colorado 80202  
                             Phone: (303) 299-2617  
                             **In emergency: (303) 299-2911**  
                             **Operations Control Center (720-460-5959**  
                             **Security Command Center (303) 299-2929**

**and**

Denver Transit Operators, LLC  
[rwic@rtdcrail.com](mailto:rwic@rtdcrail.com)

If to Contractor: [Insert Contractor contact information]

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

The address or telephone number to which any notice, demand, or other writing may be provided may be changed by written notice to the above addressees.

Q. Equipment. Contractor shall not use RTD, DTP or DTO equipment, tools or furnishings located in or about the Premises without prior written approval by RTD, DTP or DTO.

*Signature Page to Follow*



**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Effective Date.

LICENSOR  
REGIONAL TRANSPORTATION DISTRICT

By: \_\_\_\_\_  
Henry J. Stopplecamp, P.E.  
Assistant General Manager  
Capital Programs  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
FOR THE  
REGIONAL TRANSPORTATION DISTRICT

\_\_\_\_\_  
Associate General Counsel  
Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
to  
Contractor's Right of Entry Agreement

**EXHIBIT "A"**  
**LOWELL CROSSING PARCEL Rev1**  
**Date: August 19, 2015**  
**DESCRIPTION**

Lowell Crossing Parcel Rev1 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of land described at Reception No. 2011000085014, Parcel 2.4 recorded December 23, 2011, and excluding an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to Sections 7 & 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, as established by Road Petition 128 dated December 6, 1889 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840"), WHENCE the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"), bears S89°45'54"W a distance of 2639.98 feet (basis of bearing – assumed); THENCE S05°52'57"W, a distance of 358.27 feet to the northerly line of said parcel 2.4 and the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the northerly line of said Parcel 2.4:

- 1) THENCE S85°30'18"E a distance of 36.11 feet;
- 2) THENCE N00°06'55"E a distance of 7.02 feet;
- 3) THENCE S85°30'18"E a distance of 31.09 feet;

THENCE S00°06'55"W, coincident with a line 31.00 feet easterly of and parallel with the easterly line of said Southeast Quarter, a distance of 52.77 feet to the southerly line of said Parcel 2.4;

THENCE N85°28'57"W, coincident with said southerly line, a distance of 67.20 feet;

THENCE N00°06'55"E, coincident with a line 36.00 feet westerly of and parallel with said Southeast Quarter, a distance of 45.72 feet to the POINT OF BEGINNING.

EXCLUDING an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to said Sections 7 & 8, as established by said Petition 128.

Containing 327 square feet, (0.0075 Acres), more or less.

Prepared by:  
Kenneth W. Carlson PLS 24942  
For and on behalf of Jacobs Engineering Group Inc.  
707 17<sup>th</sup> Street #2400  
Denver, CO 80202  
303.820.5240



S89°45'54"W 2639.98'  
(Basis of Bearing - assumed)

Center 1/4 Corner Section 7  
Found Aluminum Cap Stamped  
"ERNEST KNIGHT LS 7276 T3S  
R68W S7 C1/4 1988 ADAMS COUNTY"

POINT OF COMMENCEMENT  
East 1/4 Corner Section 7  
Found 2" Aluminum Cap Stamped  
"1998 LS 12840"

SE 1/4 Sec. 7

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°06'55"E	7.02'

Rec. No. 2009000021687  
March 30, 2009

Parcel 2.4  
Rec. No. 2011000085014  
December 23, 2011

Point of Beginning

Existing Road Petition

Union Pacific Railroad Company

Lowell Crossing Parcel  
Area = 3,282 Sq.Ft.  
0.075 Acres +/-

Existing Road Petition  
Area = 2,955 Sq.Ft.  
0.068 Acres +/-

Remainder Parcel  
Area = 327 Sq.Ft.  
0.007 Acres +/-

BNSF

S85°30'18"E  
36.11'

S85°30'18"E  
31.09'

N00°06'55"E  
45.72'

N85°28'57"W 67.20'

S00°06'55"W  
52.77'

Existing Road  
Petition

This exhibit does not represent a  
monumented survey and is intended only  
to depict the attached property description.

JACOBS PROJECT NO. WVX7415  
CLIENT PROJECT NO. 072120  
REVISION DESCRIPTION REMAINDER PARCEL ADDED  
DRAWN JSX DATE 08/19/15 SCALE 1"=50'

**JACOBS**

707 17th Street 2400 Denver, CO. 80202

(303) 820-5240 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP INC.  
FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF ENGINEERING  
GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.

RTD Gold Line Corridor Commuter Rail  
Adams County, Colorado  
SE1/4 Sec. 7 & SW1/4 8, T3S, R68W, 6th P.M.

TITLE:

Exhibit "A"  
Lowell Crossing Parcel

REVISION:

1

DRAWING NO.

Lowell Crossing Parcel.dgn

SHEET NO.

1 of 1



AGENDA ITEM

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT EASEMENT  
FROM THE REGIONAL TRANSPORTATION DISTRICT TO ADAMS COUNTY FOR THE  
PURPOSE OF INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR AND  
REPLACEMENT OF STREET IMPROVEMENTS

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of June, 2019, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Permanent Easement from the Regional Transportation District for the purpose of installation, use, operation, maintenance, repair and replacement of street improvements 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 Permanent Easement is in conjunction with the Lowell Boulevard Improvements Project from Clear Creek to West 62<sup>nd</sup> Avenue, located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, both of 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 Easement be accepted by the Board of County Commissioners.

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

I, Aaron Horvath, 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.

Aaron Horvath  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## **PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Boards and Commissions Appointments
<b>FROM:</b> Katie Burczek, Executive Assistant to the BoCC
<b>AGENCY/DEPARTMENT:</b> BoCC
<b>HEARD AT STUDY SESSION ON:</b> June 18, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> Appoint the below board members to their respective boards.

### **BACKGROUND:**

Glover Jarmin to the Community Corrections board as a Sheriff's Office Representative

Chief Judge Emily Anderson to the Community Corrections board as a 17<sup>th</sup> Judicial District Representative

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

### **ATTACHED DOCUMENTS:**

Resolutions

**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 APPOINTING GLOVER JARMIN TO THE COMMUNITY CORRECTIONS  
BOARD AS AN ADAMS COUNTY SHERIFF'S OFFICE REPRESENTATIVE

WHEREAS, a vacancy currently exists for a member for the Community Corrections Board; and,

WHEREAS, Glover Jarmin has expressed an interest in serving on the Community Corrections Board; and,

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

WHEREAS, the Board of County Commissioners selected Glover Jarmin to fill this vacancy as an Adams County Sheriff's Office Representative.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Glover Jarmin shall be appointed as a member of the Community Corrections Board as an Adams County Sheriff's Office Representative for the term as listed below:

Glover Jarmin

Term Expires  
2/1/2022





## **PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Boards and Commissions Appointments
<b>FROM:</b> Katie Burczek, Executive Assistant to the BoCC
<b>AGENCY/DEPARTMENT:</b> BoCC
<b>HEARD AT STUDY SESSION ON:</b> June 18, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> Appoint the below board members to their respective boards.

### **BACKGROUND:**

Glover Jarmin to the Community Corrections board as a Sheriff's Office Representative

Chief Judge Emily Anderson to the Community Corrections board as a 17<sup>th</sup> Judicial District Representative

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

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING CHIEF JUDGE EMILY ANDERSON TO THE COMMUNITY  
CORRECTIONS BOARD AS A REPRESENTATIVE OF THE 17<sup>TH</sup> JUDICIAL DISTRICT

WHEREAS, a vacancy currently exists for a member for the Community Corrections Board; and,

WHEREAS, Chief Judge Emily Anderson has expressed an interest in serving on the Community Corrections Board; and,

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

WHEREAS, the Board of County Commissioners selected Chief Judge Emily Anderson to fill this vacancy as a Representative of the 17th Judicial District.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Chief Judge Emily Anderson shall be appointed as a member of the Community Corrections Board as a Representative of the 17th Judicial District for the term as listed below:

Chief Judge Emily Anderson

Term Expires  
1/30/2020



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Resolution accepting a temporary access easement from Sec 2-3 Phoenix, LLC, to Adams County for the purposes of a temporary cul-de-sac
<b>FROM:</b> Jill Jennings Golich, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & 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 approves a resolution accepting a temporary access easement from Sec 2-3 Phoenix, LLC, to Adams County

### **BACKGROUND:**

Adams County is acquiring a temporary access easement from Sec 2-3 Phoenix, LLC. The property is located at 9840 East 168<sup>th</sup> Avenue. This easement agreement will provide the County a temporary access easement over a cul-de-sac. Said easement is to be used for the sole purpose of access and turn around over the cul-de-sac.

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

Community & Economic Development, Public Works, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Temporary Access Easement  
Board of County Commissioners 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:** N/A**Cost Center:** N/A

	<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 A TEMPORARY ACCESS EASEMENT  
FROM SEC 2-3 PHOENIX, LLC, TO ADAMS COUNTY  
FOR ACCESS PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Temporary Access Easement from Sec 2-3 Phoenix, LLC, for property located in the Southeast Quarter of Section 3, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian as described in the attached permanent access easement agreement; and,

WHEREAS, this Temporary Access Easement is in conjunction with a Subdivision Development; 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 13<sup>th</sup> day of June, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Temporary Access Easement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Temporary Access Easement from Sec 2-3 Phoenix, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## **TEMPORARY ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That SEC 2-3 Phoenix, LLC, whose legal address is 9200 East Mineral Avenue, Suite 365, Centennial, CO, 80112, 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 temporary access easement for the purpose of ingress, egress, maintenance, emergency access, and pedestrian use, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through a portion of a cul-de-sac on Galena Court and Florence Way. Said easement to be used for temporary access until such a time as the road is extended beyond the cul-de-sac, construction of the road is completed, and the road has been dedicated to and accepted by the County, at which point this easement shall terminate.

Legal description of the property subject to this easement is set forth in Exhibit "A" attached hereto and incorporated by this reference.

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 temporary 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 temporary 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

10TH day of MAY 2019.

Name,

By

Print Name: GEORGE R. HANLON, JR

Print Title: MANAGER

STATE OF CO )  
COUNTY OF Douglas ) S

The foregoing instrument was acknowledged before me this 10 day of MAY,  
2019 by George Hanlon, as member of  
Section 2-3 Phoebe Colorado, LLC

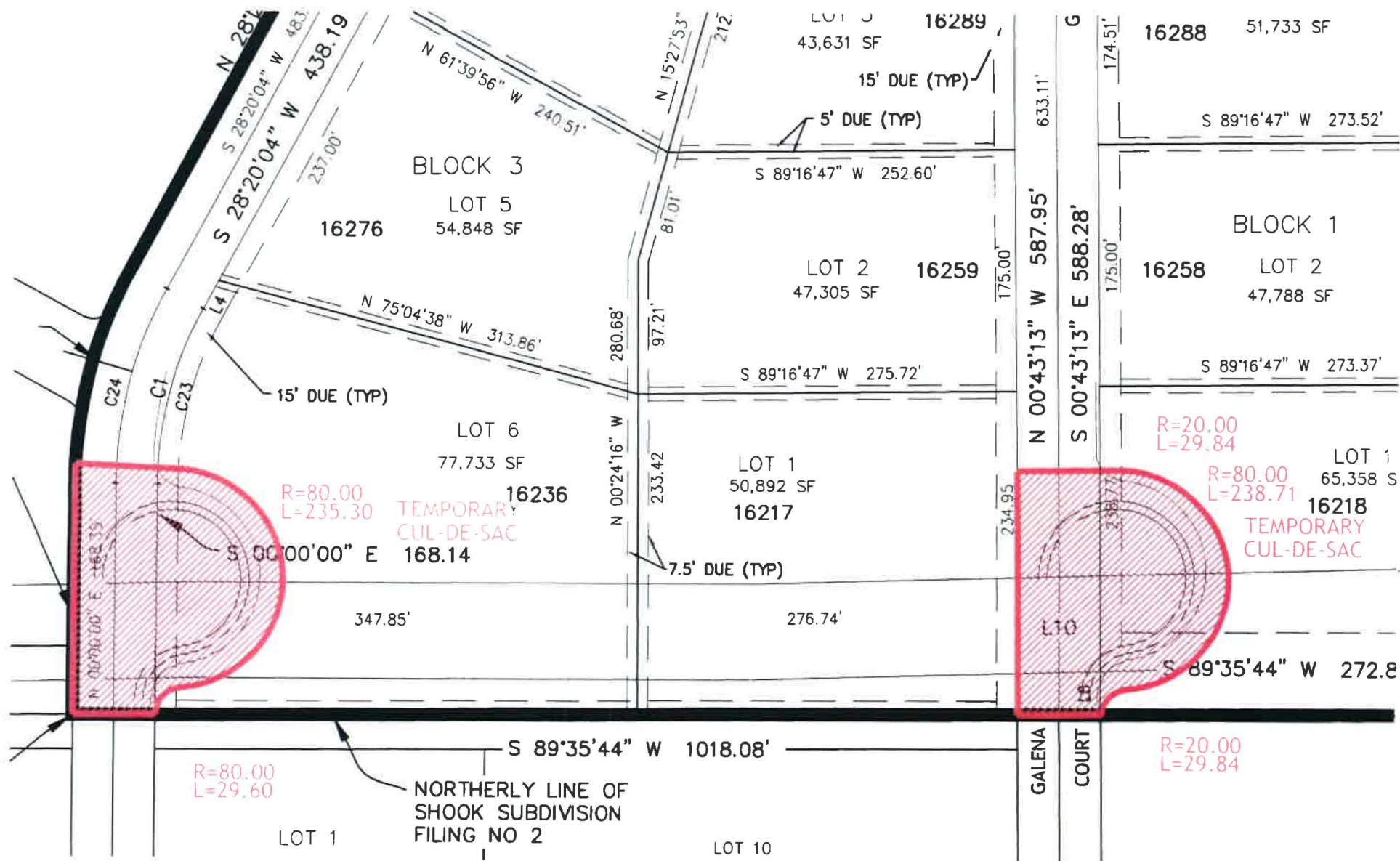
IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Kim Harrison  
Notary Public

My commission expires: 5/23/2020

KIM T. HARRISON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084015674  
MY COMMISSION EXPIRES MAY 23, 2020





# EXHIBIT A

## LEGAL DESCRIPTION: TEMPORARY EASEMENT FOR GALENA COURT CUL-DE-SAC

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 4, SHOOK SUBDIVISION FILING NO. 2 AS RECORDED IN RECEPTION NO. 2018000099790, ADAMS COUNTY RECORDS; THENCE NORTH  $00^{\circ}43'13''$  WEST ALONG THE PROPOSED WEST RIGHT-OF-WAY LINE OF GALENA COURT, A DISTANCE OF 177.40 FEET; THENCE NORTH  $89^{\circ}16'47''$  EAST A DISTANCE OF 65.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS  $180^{\circ}00'00''$ , THE RADIUS OF SAID CURVE 80.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH  $05^{\circ}14'19''$  EAST, 160.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 251.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS  $80^{\circ}34'47''$ , THE RADIUS OF SAID CURVE 20.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH  $44^{\circ}28'17''$  WEST, 25.87 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.13 FEET TO THE NORTH LINE OF SAID SHOOK SUBDIVISION FILING NO. 2; THENCE SOUTH  $89^{\circ}35'44''$  WEST ALONG SAID NORTH LINE, A DISTANCE OF 60.07 FEET TO THE POINT OF BEGINNING. CONTAINS 22,725 SQUARE FEET OR 0.5217 ACRES MORE OR LESS.



RAYMOND W. BAYER  
REG. P.L.S. NO. 6973

Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
12170 TEJON STREET, UNIT 700  
WESTMINSTER, COLORADO 80234  
(303) 452-4433 [rwbsurveying@hotmail.com](mailto:rwbsurveying@hotmail.com)  
CAD FILE: D19008A/D19008A

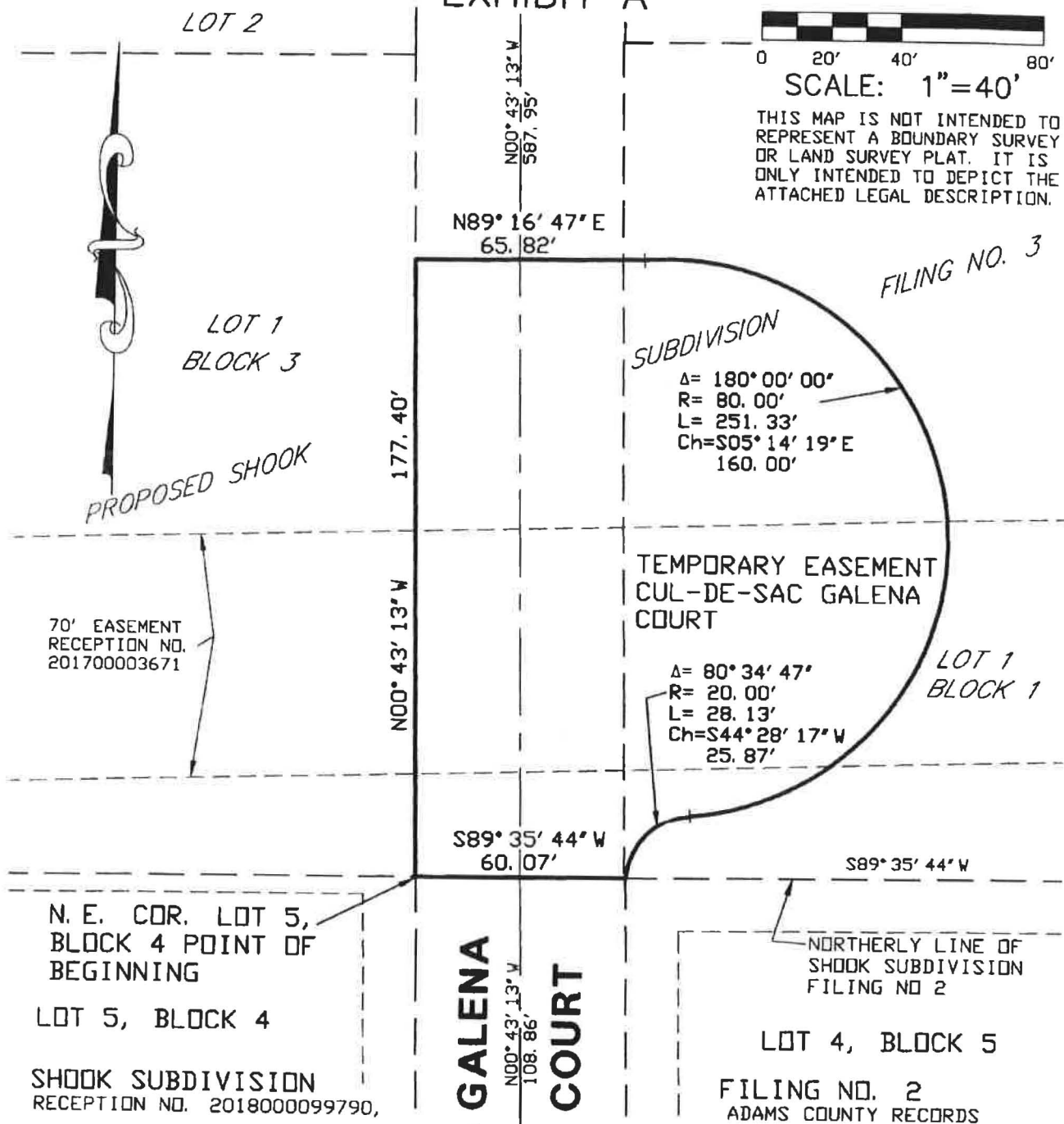
Date Prepared: JANUARY 30, 2019  
SHEET 1 OF 2

# EXHIBIT A



SCALE: 1"=40'

THIS MAP IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY OR LAND SURVEY PLAT. IT IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
 12170 TEJON STREET, UNIT 700  
 WESTMINSTER, COLORADO 80234  
 (303) 452-4433 [rwbsurveying@hotmail.com](mailto:rwbsurveying@hotmail.com)  
 CAD FILE: D19008A/D19008A

Date Prepared: JANUARY 30, 2019  
 SHEET 2 OF 2

# EXHIBIT A

## LEGAL DESCRIPTION: TEMPORARY EASEMENT FOR FLORENCE WAY CUL-DE-SAC

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT H, SHOOK SUBDIVISION FILING NO. 2 AS RECORDED IN RECEPTION NO. 2018000099790, ADAMS COUNTY RECORDS; THENCE NORTH 00°00'00" EAST ALONG THE PROPOSED WEST RIGHT-OF-WAY LINE OF FLORENCE WAY, A DISTANCE OF 168.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 02°28'21", THE RADIUS OF SAID CURVE 330.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 01°14'11" EAST, 14.24 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE, A DISTANCE OF 14.24 FEET; THENCE SOUTH 87°31'39" EAST A DISTANCE OF 79.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 168°31'27", THE RADIUS OF SAID CURVE 80.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 00°32'40" WEST, 159.20 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 87°36'28", THE RADIUS OF SAID CURVE 19.186 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 41°56'54" WEST, 26.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.34 FEET TO THE NORTH LINE OF SAID SHOOK SUBDIVISION FILING NO. 2; THENCE SOUTH 89°35'44" WEST ALONG SAID NORTH LINE, A DISTANCE OF 60.44 FEET TO THE POINT OF BEGINNING. CONTAINS 22,763 SQUARE FEET OR 0.5226 ACRES MORE OR LESS.



RAYMOND W. BAYER  
REG. P.L.S. NO. 6973

Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
12170 TEJON STREET, UNIT 700  
WESTMINSTER, COLORADO 80234  
(303) 452-4433 [rwbsurveying@hotmail.com](mailto:rwbsurveying@hotmail.com)  
CAD FILE: 019008A/019008A

Date Prepared: JANUARY 30, 2019  
SHEET 1 OF 2

# EXHIBIT A



SCALE: 1"=40'

THIS MAP IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY OR LAND SURVEY PLAT. IT IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



$\Delta = 02^{\circ}28'21"$   
 $R = 330.00'$   
 $L = 14.24'$   
 $Ch = N01^{\circ}14'11"E$   
 $14.24'$

$S87^{\circ}31'39"E$   
 $79.47'$

BLOCK 3

LOT 6

FILING NO. 3

$\Delta = 168^{\circ}31'27"$   
 $R = 80.00'$   
 $L = 235.30'$   
 $Ch = S00^{\circ}32'40"W$   
 $159.20'$

PROPOSED SHOOK

SUBDIVISION  
 TEMPORARY  
 EASEMENT  
 CUL-DE-SAC  
 FLORENCE WAY

N. E. COR.  
 OUTLOT H  
 POINT OF  
 BEGINNING

$\Delta = 87^{\circ}36'28"$   
 $R = 19.186'$   
 $L = 29.34'$   
 $Ch = S41^{\circ}56'54"W$   
 $26.56'$

70' EASEMENT  
 RECEPTION NO.  
 201700003671

$S89^{\circ}35'44"W$

$S89^{\circ}35'44"W$   
 $60.44'$

$S89^{\circ}35'44"W$

OUTLOT H

SHOOK  
 RECEPTION NO.

LOT 5  
 BLOCK 1

FLORENCE  
 WAY

$N00^{\circ}00'00"E$   
 $287.06'$

NORTHERLY LINE OF  
 SHOOK SUBDIVISION  
 FILING NO 2

LOT 4, BLOCK 4

SUBDIVISION FILING NO. 2  
 2018000099790, ADAMS COUNTY RECORDS

Prepared By:

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 12170 TEJON STREET, UNIT 700  
 WESTMINSTER, COLORADO 80234  
 (303) 452-4433 [rwbsurveying@hotmail.com](mailto:rwbsurveying@hotmail.com)  
 CAD FILE: 019008A/019008A

Date Prepared: JANUARY 30, 2019  
 SHEET 2 OF 2

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A TEMPORARY ACCESS  
EASEMENT FROM SEC 2-3 PHOENIX, LLC, TO ADAMS COUNTY FOR A  
TEMPORARY CUL-DE-SAC**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 13th day of June, 2019, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Temporary Access Easement from SEC 2-3 Phoenix, LLC, for a temporary cul-de-sac, being on the following described property:

See Legal Description as set forth in the Exhibit attached hereto and incorporated herein by this reference.

WHEREAS, this Temporary Access Easement is in conjunction with a subdivision development for a property located in the Southeast Quarter of Section 3, Township 1 South, Range 67 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 Temporary Access Easement be accepted by the Board of County Commissioners.

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

I, Aaron Herrera, 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/Acting, Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 07/09/19
<b>SUBJECT:</b> RESOLUTION APPROVING A NEW CONTRACT BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS AND ADAMS COUNTY FOR THE A-LIFT COMMUNITY TRANSIT PROGRAM
<b>FROM:</b> Kristin Sullivan, Melanie Sloan, Rebecca Zamora
<b>AGENCY/DEPARTMENT:</b> Public Works, CMO
<b>HEARD AT STUDY SESSION ON:</b> * AIR 06/25/19
<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

### **BACKGROUND:**

DRCOG has provided Adams County with a new contract securing \$450,000 in Title II funding for the A-Lift community transit program. This new contract secures Title III funding for the A-Lift program through 2021.

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

CMO

Public Works

### **ATTACHED DOCUMENTS:**

Public Hearing Agenda Item Form

Resolution

Acceptance Letter / DRCOG Contract Amendment

**FISCAL IMPACT:**

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

**Fund:** 1033**Cost Center:** 5691.1

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	448,290		
Additional Revenue not included in Current Budget:	125,000		
<b>Total Revenues:</b>	573,290		

	<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:**



RESOLUTION FOR A NEW CONTRACT BETWEEN THE DENVER REGIONAL  
COUNCIL OF GOVERNMENTS AND ADAMS COUNTY FOR A-LIFT COMMUNITY  
PROGRAM

WHEAREAS, Adams County, in partnership with the cities of Arvada, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster, work together with DRCOG contractually to coordinate the A-Lift program, a transit service for seniors and special needs residents in Adams County; and,

WHEAREAS, DRCOG has provided Adams County a new fiscal contract to begin on August 1, 2019 to manage Title III funding for the A-Lift Program; and,

WHEREAS, DRCOG has raised their reimbursement rates for Title III rides from \$27.49 to \$30.67 in the current contract to account for the rising costs of transportation; and,

WHEREAS, DRCOG has provided the County with contract information that provides a new yearly amount of \$450,000 of Title III funds through July 2020; and,

WHEAREAS, DRCOG will provide a total grant award of \$900,000 of Title III funding for the A-Lift program through 2021; and,

WHEREAS, it is acknowledged that this contract between DRCOG and Adams County will continue through July 2021; and,

WHEREAS, all supporting parties of the A-Lift program want to continue a positive relationship with DRCOG and work together to provide transportation services to our residents; and,

WHEREAS, it is acknowledged that signing this contract ensures continued funding for the A-Lift Transit program thru June 2021.

NOW, THEREFORE, BE IT RESOLVED, by the board of county commissioners, that the AAA Supplemental Contract, to continue providing transportation services for Adams County residents, is hereby approved.

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

**Executive Committee**

Bob Fifer, Chair  
John Diak, Vice Chair  
Ashley Stolzmann, Secretary  
Kevin Flynn, Treasurer  
Herb Atchison, Immediate Past Chair  
Douglas W. Rex, Executive Director

May 7, 2019

Rebecca Zamora  
Adams County for A-LIFT Community Transit  
4430 S. Adams County Parkway  
Brighton, CO 80601

Dear Rebecca Zamora,

Per my letter in April, DRCOG's Board of Directors approved the funding allocations recommended by the Advisory Committee on Aging. I am pleased to inform you that your proposal is approved for funding for the period beginning July 1, 2019 – June 30, 2021. While contracts are intended to be two-year contracts, funding will be awarded annually at the option of DRCOG. The award is as follows:

**Proposal Name: Adams County Title III Funding Request**

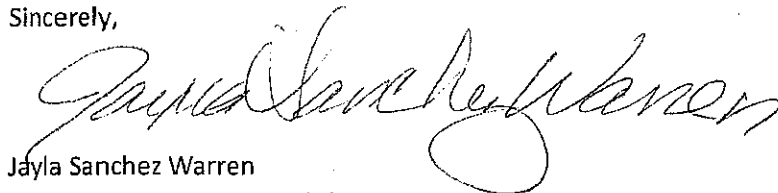
Service	Amount
Assisted Transportation	\$450,000.00

Please be advised that the contract amount is subject to the availability of funds. Services cannot commence until the contract is fully executed. To ensure timely contract execution, please print and sign two copies of the attached contract and return it, along with the required documentation, listed below, to DRCOG at [contracts@drcog.org](mailto:contracts@drcog.org) prior to July 1, 2019.

- **Certificate(s) of Insurance** – Recently issued certificates of insurance with the coverage and specifications as required by DRCOG. Services cannot commence until proof of coverage has been received.
- **W9** – This is required if (1) you are a new contractor to DRCOG or (2) you are a returning contractor whose agency has had any changes to name, address, or tax ID.

If you have any questions regarding this award, you can contact Sharon Day, 303-480-6705 or [SDay@drcog.org](mailto:SDay@drcog.org), or Travis Noon, 303-480-6775 or [TNoon@drcog.org](mailto:TNoon@drcog.org). Please note, required contractor training will be held in July at the DRCOG offices. Date and time of the training is to be determined. The AAA is excited to provide support for this program. Please let me know if I can be of any assistance. I look forward to working together with you and hearing how the program is impacting area seniors.

Sincerely,



Jayla Sanchez Warren  
Director, Area Agency on Aging

We make life better!



**CONTRACT BY AND BETWEEN THE  
DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202  
("DRCOG")

and

**ADAMS COUNTY**  
4430 South Adams County Parkway  
Brighton, Colorado 80601  
("CONTRACTOR")

for

Assisted Transportation  
("Contract")

**Project Number 624020**

**Contract Number EX19020**

**RECITALS:**

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA) and the State of Colorado (State) Funding for Senior Services (SFSS).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA and/or the SFSS.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA and/or SFSS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1.0 SELECTION OF CONTRACTOR**

DRCOG hereby selects the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the Older Americans Act and/or the SFSS.

**2.0 SCOPE OF SERVICES**

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Services, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of

Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

### **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

### **4.0 TIME OF PERFORMANCE**

This Contract is intended to be a two-year contract, with the first fiscal year beginning on July 1, 2019 and ending June 30, 2020 and, upon execution by DRCOG of an Option Letter as set forth below, the second fiscal year beginning on July 1, 2020 and ending June 30, 2021. However, funding levels shall be awarded annually and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes. During the first fiscal year, the services of the Contractor shall commence upon Contract execution or July 1, 2019 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2020. **Services cannot commence prior to an executed contract.**

By no later than 5:00 P.M. on March 1, 2020, Contractor shall submit to DRCOG a proposal for services to be provided during the second fiscal year commencing July 1, 2020 and ending June 30, 2021. The proposal shall include such information as DRCOG may require, including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income. The compensated services proposed within the second fiscal year shall not change without DRCOG's written permission. No contract term shall be extended to or made effective for the 2020-2021 fiscal years until DRCOG, in its sole discretion, executes an Option Letter, a sample of which is attached hereto as Exhibit G.

### **5.0 AMOUNT OF CONTRACT**

**5.1** DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$450,000.00** in **OAA and/or SFFS** funds. Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are outlined in the Supplemental Contract Information form attached hereto as Attachment B.

**5.2** The amount that may be claimed for reimbursement for any given month is calculated by the units of service reported in that period multiplied by the cost reimbursement rate listed in Attachment B minus any program income received. The amount that may be claimed for reimbursement is subject to the Contractor having incurred a correspondent level of costs and meeting minimum requirements for matching funds. Amounts available that have not been previously claimed may be requested in any monthly reimbursement cycle during the contract term. Cost reimbursement requests cumulatively shall not exceed the contract amount listed above.

5.3 Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

## **6.0 HHS GRANT**

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract. Contractor expressly acknowledges that Contractor will be paid or otherwise compensated with funds provided to DRCOG by federal agencies that are subject to sequestration pursuant to the Budget Control Act of 2011 and other applicable federal laws. In the event that funds for this Contract are not advanced, diminished, or required to be returned to the federal government due to sequestration, DRCOG may immediately terminate this Contract in whole or part without liability, including costs and liability for termination. Contractor expressly acknowledges and agrees that DRCOG has the right to require that funds previously paid to Contractor for services performed hereunder be returned to DRCOG in the event the federal government requires that funds be returned because of sequestration.

## **7.0 CHANGES**

Except as may be expressly provided in this Contract, including its Exhibits, any changes, including, without limitation, any increase in the amount of this Contract or changes in the scope of services, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written Option Letter or a written amendment to this Contract.

## **8.0 DEBARMENT, SUSPENSION**

By signing this Agreement, the Contractor represents that its organization and its principals are not suspended or debarred per federal requirements.

## **9.0 TERMS AND CONDITIONS**

The parties agree that this Contract is also subject to the provisions set forth in Exhibits A, B, C, D, E, F (if E and F are applicable), G, H, I, J and Attachments A and B of this Contract, attached hereto and incorporated herein.

## **10.0 AUTHORITY**

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below,

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the attached Supplemental Contract Information form, herein provided as Attachment B.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in the attached exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Upon Contractor submittal and contract execution by both parties, the Supplemental Contract Information form shall be made part of this Contract and legally binding.

**EXHIBIT B**  
**TERMS AND CONDITIONS**

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

2. Prohibition Against Employing Illegal Aliens (Colorado requirement). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Exhibit I, the "Pre-Contract Certification in Compliance with C.R.S. § 8-17.5-102(1)", must be signed and returned with this Contract, which is attached hereto and incorporated herein by reference.

Contractor will participate in either the E-verify program or the Department of Labor and Employment (Department) program, as defined in C.R.S. § 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services, as defined by C.R.S. § 8-17.5-101(6), as amended and in effect from time to time. If Contractor participates in the Department program, Contractor shall deliver to DRCOG a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employees, and shall comply with all other requirements of the Department program. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Contractor will be participating in the Department program, Contractor will provide to DRCOG a copy of Contractor's executed Notice of Participation in the Department Program form.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and DRCOG within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, DRCOG may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to DRCOG.

This Section shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

3. Prohibition Against Employing Illegal Aliens (Federal requirement). If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit I, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit I in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from the requirements of this Section; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit I.

4. Qualifications. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

5. Background Check; Driver's License. Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor directly providing one or more of the following services: personal care, homemaker, adult day, transportation, case management, chore or home modifications that are provided through a contracted agency, home delivered meals, material aid services (provided within a consumer's home), one-to-one legal, one-to-one counseling, or respite care. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.



6. Sub-grant or Subcontract. None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those subcontractors that have been pre-approved by the State Unit on Aging. Subcontractors cannot start services without the prior written approval of DRCOG. Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request.

7. Licensure. Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

8. Contractor Training. Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

9. Monitoring and Reporting Program Performance. The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

10. Performance Management. Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor.

11. Monthly Data Entry. The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the National Aging Program Information System (NAPIS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in a State software system as designated and assigned by the State from time to time. Currently the software utilized is PeerPlace. Contractor must complete training on PeerPlace for all employees who will be performing the data entry service. Training is available each year and is mandatory for anyone who has not previously attended or as deemed appropriate by DRCOG. Contractor shall enter the previous month's service data into PeerPlace **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day prior to the fifteenth. Failure to enter PeerPlace data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

12. Cost Analysis. Contractor shall prepare and submit to DRCOG by no later than May 15<sup>th</sup> of the then-current calendar year, a cost analysis, in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG.

13. Services Performance Report and Reimbursement Requests. Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the fifteenth day of the following month will delay processing of payments until the next calendar month. Further, failure to submit the final month's report and reimbursement request by July 15 of the then-current fiscal year of the contract term, will result in non-payment for services provided, and Contractor specifically agrees that any such late-filed final reimbursement request will not be paid. All payments are subject to verification by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All payments are subject to verification by DRCOG.

DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

14. Waiting Lists. Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be equitable to all eligible consumers. Contractor shall give priority to consumers targeted by the Older Americans and Older Coloradans Act, with due consideration given to the time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor will develop a waiting list procedure in compliance with the policies set forth in Subsection 205b., regardless of whether or not there are consumers waiting for service. Furthermore, Contractor shall maintain waiting lists, and shall make the waiting list and the procedures for the waiting list readily available for review by DRCOG and/or the State Unit on Aging. Waiting list documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain waiting list documentation, and shall not destroy any such records until notified by DRCOG.

15. Consumer Complaint/Appeal Process. The Contractor shall develop a procedure to assure that applicants to, or clients of, their services are advised in writing of their right to complain about services or the denial of services, to appeal decisions made about the complaint, and that those complaints and appeals, are processed and tracked in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

16. Evaluation. Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviews, and visits. Contractor shall upon the DRCOG's request provide information regarding Contractor's compliance with the requirements of this Section.

17. Voluntary Contributions and Non-eligible Recipient Fees. Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with guidelines below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

18. On-Site Assessment. The Contractor acknowledges receipt of the on-site assessment requirements from DRCOG and shall comply with the on-site assessment requirements.

19. Policy Changes. From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may adopt policies and procedures that relate to services provided under this Contract. Upon notice of such adopted policies or procedures, Contractor shall incorporate any such policies and procedures into their practices and comply with the provisions thereof.

20. Eligibility Assessments. The Contractor will conduct an assessment of individual eligibility prior to the delivery of any registered services, as defined in 45 CFR 1321.3, using the standardized assessment form provided by DRCOG, and re-assessments will be conducted every six months thereafter for applicable registered services continuing after six months. The Contractor may not alter the standardized assessment form unless explicitly approved by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service.

21. Records. The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

22. Accounting Records. Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period referenced above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

23. Contractor Audits. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from

time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**24. Audits and Inspections.** During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

**25. Additional Records Required.** Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

**26. Income.** Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

**27. Income Accounting Records.** Program income must be accounted for according to the additional costs alternative referenced above and pursuant to 45 CFR, Section 74.24.

**28. Equal Employment Opportunity.** The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit (C) attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against**

**qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

29. Records. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and for employees as HHS, the State, or DRCOG may require.

30. Handicapped. The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

31. Identification of Documents. Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under the Older Americans Act.

32. Publication, Reproduction and Use of Material. Material produced in whole or in part under this Contract may not be subject to copyright laws.

33. Procurement. All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

34. Work Hours. The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

35. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

36. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

37. Influencing Legislation. To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

38. Termination for Cause. If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor

obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

39. Mutual Termination. The parties may terminate this Contract upon mutual written consent, which instrument shall set forth the effective date of the termination and any procedures to be followed incident to such mutual termination.

40. Termination for the Convenience of DRCOG. DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

41. Project Material. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

42. Liability. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

43. Remedies. Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.
5. Take any other remedies that may be legally available.

44. Corrective Action. In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least

seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an Option Letter or amendment, to retain and reallocate to other contractors funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Attachment B in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

45. Erroneous Payments. Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

46. Provision of Services; Expenditure of Funds. DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

**EXHIBIT C**  
**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF**  
**HEALTH AND HUMAN SERVICES REGULATION UNDER**  
**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**  
**AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.



**EXHIBIT D**  
**INDEMNIFICATION & INSURANCE**

**Section 1. Indemnification.**

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

**Section 2. Insurance.**

(a) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(b) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years

beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations, and shall provide for defense of sexual abuse and molestation claims for innocent insureds. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of Protected Health Information ("PHI") data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI with minimum annual limits as follows:

- Contractors with 10 or less clients **and** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **and** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **and** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

(c) Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

(d) A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on the general liability and

automobile liability policies shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments  
Attention: Contracts  
1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

(e) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(f) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that DRCOG is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(h) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

**EXHIBIT E**  
**APPROVED SUBCONTRACTORS**

Subcontractor(s) will be incorporated into this contract only by written approval from the State Unit on Aging through DRCOG. Upon State approval and contract execution by both parties, approved Subcontractors shall be made part of this Contract and legally bound to all applicable provisions herein.

**EXHIBIT F**  
**FIXED ASSETS**

**Note:** This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

**1.0 FIXED ASSETS**

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

1.1 Real Property. Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment. Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached below.

6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer

needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies. Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

## **2.0 ACQUISITION OF FIXED ASSETS**

2.1 Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

2.2 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

2.3 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

2.4 Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

## **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, 45 CFR Part 74 and 45 CFR Part 92, and Section 313 of the SUA Policy and Procedure Manual, as applicable, regarding acquisition, use and disposition of fixed assets.

## **4.0 INSURANCE**

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

## **5.0 USE OF FIXED ASSETS**

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2)

the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

## **6.0 DISPOSITION OF FIXED ASSETS**

6.1 Real Property. In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally-sponsored projects. Use in other projects shall be limited to those Federally-sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally-sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment. In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally-sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 These provisions regarding disposition of fixed assets shall survive termination of the Contract.

## **7.0 HHS GRANT**

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

## **8.0 CHANGES**

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

## **9.0 TERMS AND CONDITIONS**

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.



**DENVER REGIONAL COUNCIL OF GOVERNMENT  
AREA AGENCY ON AGING  
PROPERTY INVENTORY FORM**

Inventory Tag Number: \_\_\_\_\_ Date of physical inventory: \_\_\_\_\_

Description:

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Manufacturer's serial number, model number, or other identification number:

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Source of equipment (include award number):

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---

Title in (check one):

☐ Contractor

☐ DRCOG

☐ Federal Government

☐ State

Acquisition Date: \_\_\_\_\_ Acquisition Cost: \_\_\_\_\_

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): \_\_\_\_\_

Location of equipment:

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Condition of equipment: \_\_\_\_\_

Unit acquisition cost: \_\_\_\_\_

Ultimate disposition data:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G**  
**OPTION LETTER-SAMPLE**

THIS OPTION LETTER is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Denver Regional Council of Governments ("DRCOG") and \_\_\_\_\_ (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: \_\_\_\_\_ Original Contract Date: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

Term End Date is Hereby Extended to: \_\_\_\_\_

Funding levels and updated Scope/units for the fiscal year are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS**

**CONTRACTOR NAME**

By: \_\_\_\_\_  
Douglas W. Rex  
Executive Director

By: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Jenny Dock, Division Director  
Administration and Finance

By: \_\_\_\_\_

## **EXHIBIT H**

### **HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

#### **RECITALS**

- A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

#### **1. Definitions.**

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"): In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Information" shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE's or AAA's behalf.

## 2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526.

If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of AAA.

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction

infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum



11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. The Department of Human Services, Division of Aging and Adult Services, is a Third Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name: Tim Feld  
Title: HIPAA Compliance Coordinator  
Address: 1001 17<sup>th</sup> Street, Suite 700  
Denver, CO 80202

Contractor/Business Associate Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department/Division: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT to EXHIBIT H**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective as of November 1, 2009 (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_  
None except as otherwise directed in writing by DRCOG \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: \_\_\_\_\_  
None except as otherwise directed in writing by DRCOG \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: \_\_\_\_\_  
None except as otherwise directed in writing by DRCOG \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_  
As may be directed in writing by DRCOG or the State \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]  
None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT I**  
**E-VERIFY FEDERAL CONTRACTOR RULE**  
**EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this clause—

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

*Employee assigned to the contract* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

**Exhibit J**

**Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Contractor:

\_\_\_\_\_

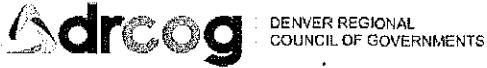
By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\* This Exhibit I shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

ATTACHMENT A



## ACH Payment Request Form

Email request to: [Accountspayable@drcog.org](mailto:Accountspayable@drcog.org)

### Section 1 Your Company Information:

Company Name: \_\_\_\_\_

Vendor ID (if known): \_\_\_\_\_

Requested by: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address/es (this is for payment confirmation): \_\_\_\_\_  
\_\_\_\_\_

### Section 2 Bank Information:

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**ACH Information:** By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

### For Internal Use Only

Input in GP: \_\_\_\_\_

Prenote completed: \_\_\_\_\_

Verified by: \_\_\_\_\_

**ATTACHMENT B  
(Supplemental Form)**

**AAA Supplemental Contract Information**

<b>Provide</b>	Adams County for A-LIFT Community Transit
<b>Contract Title:</b>	Adams County Title III Funding Request
<b>Contract Number:</b>	EX19020

**Contract Totals:**

Funding Source	Amount
Contracted Funds	\$450,000.00
Local Cash	\$50,000.00
Local In Kind	-
Program Income	\$9,000.00

**Service-Level Budgets:**

**ASSISTED TRANSPORTATION**

Funding Source	Project Code	Amount
Contracted Funds	State - 624020	\$450,000.00
Local Cash		\$50,000.00
Local In Kind		-
Reimbursement Rate		\$30.67
Program Income		\$9,000.00

<b>Total Unduplicated Clients</b>	350.00
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**Scope/Units**

Service	Adams	Arapahoe	Broomfield	Clear Creek	Denver	Douglas	Gilpin	Jefferson	Total Units
Assisted Transportation	14,673	-	-	-	-	-	-	-	14,673

**Non-compensated Units**

Service	Units
Information and Assistance	1,500
Outreach	600

**Service Definitions**

Service	Type	Definition	Unit
Assisted Transportation	Compensated	Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.	1 One-way trip
Information and Assistance	Non-compensated	A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.	1 Contact
Outreach	Non-compensated	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.	1 Contact



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Resolution approving an encroachment agreement between Adams County and William and Marley Bordovsky to allow a retaining wall in the County's right-of-way.
<b>FROM:</b> Jill Jennings Golich, Community & Economic Development Department Director
<b>AGENCY/DEPARTMENT:</b> Community & 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 approves an encroachment agreement to allow William and Marley Bordovsky to install a retaining wall in the County's right-of-way.

### **BACKGROUND:**

William and Marley Bordovsky are requesting to install three landscaped stone retaining walls in the County's right-of-way located at 31390 East 164<sup>th</sup> Avenue. The proposed agreement will neither impede future expansion of the road nor create any property interest for William and Marley Bordovsky other than allowing for installation of the retaining wall.

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

Community & Economic Development, Public Works, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Encroachment Agreement  
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 APPROVING ENCROACHMENT AGREEMENT BETWEEN  
WILLIAM AND MARLEY BORDOVSKY AND ADAMS COUNTY FOR  
IMPROVEMENTS IN COUNTY RIGHT-OF-WAY**

WHEREAS, William and Marley Bordovsky own a fee parcel of land located in the West Half of Section 1, Township 1 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado (the “Property”); and,

WHEREAS, William and Marley installed three landscaped stone retaining walls within the right-of-way of East 164<sup>th</sup> Avenue; and,

WHEREAS, Adams County requires an Encroachment Agreement for improvements that are within the County right-of-way; and,

WHEREAS, the encroachment within the County right-of-way will not impact the County’s use of East 164<sup>th</sup> Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Encroachment Agreement between William and Marley Bordovsky and Adams County, a copy of which is attached hereto and incorporated herein by reference, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute the Encroachment Agreement.

## **ENCROACHMENT AGREEMENT**

This encroachment agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between ADAMS COUNTY, a body politic, whose address is 4430 S Adams County Parkway, Brighton, Colorado 80601 (the "County") and William and Marley Bordovsky (the "Property Owner") whose address is 31390 East 164<sup>th</sup> Avenue, Hudson, CO 80642. The County and the Property Owner are collectively referred to as the "Parties".

### **RECITALS**

WHEREAS, the Property Owner owns Lot 53, Box Elder Creek Ranch Filing No. 3, a subdivision of a part of the West half of Section 1, Township 1 South, Range 65 West, of the 6<sup>th</sup> Principal Meridian, Adams County, Colorado, (Tax Parcel # 0156701207002) hereinafter referred to as the "Property"; and,

WHEREAS, Property Owner is requesting to install three landscaped stone retaining walls, hereinafter called the "Improvements", within the right-of-way of East 164<sup>th</sup> Avenue, being adjacent to the Property as shown on the attached plan.

NOW THEREFORE, the Parties hereby agree that the Improvements will be permitted to encroach onto the County's Right-of-Way, subject to the following:

- A. In the event that the County desires to construct a County project within East 164<sup>th</sup> Avenue that affects the Improvements, the County may elect to demolish as much of the Improvements as are needed (at the County's expense), or require the Property Owner to remove and later reinstall the Improvements (at the Property Owner's expense), to accommodate the County's project.
- B. The County shall provide the Property Owner written notice of its need to affect the Improvements at least 30 calendar days prior to disturbance of the Improvements. The County will provide the Property Owner information regarding the County's project. If the County decides to require the Property Owner to remove the Improvements, the County will specify a date by which the Improvements shall be removed. It shall be the Property Owner's responsibility to reinstall the Improvements according to the attached plan, unless otherwise approved in writing by the County.
- C. This Agreement creates no property interest for the Property Owner to the County's Right-of-Way except for the specific encroachment as described herein.
- D. Property Owner agrees to indemnify and hold harmless the County, its officials, officers, contractors, agents and employees from any damage occurring to, or caused by, the Improvements or for any harm caused by the Improvements to persons allowed upon the County's Right-of-Way.
- E. The Improvements shall be maintained in accordance with the most current version of the Adams County Codes and Development Standards and Regulations.

- F. This Agreement shall be recorded in the County records and shall run with the Property until such time as the Parties mutually release the other in writing from this Agreement.
- G. The existence of this Agreement does not render the Improvements a legal, non-conforming use of the Property or the County's Right-of-Way.
- H. Property Owner agrees to accept any and all consequences and any damages, to downstream property owners, related to the modification of the drainage and roadside swale.

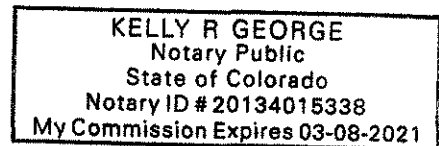
**PROPERTY OWNER:**

By: William Bordovsky  
William Bordovsky

By: Marley Bordovsky  
Marley Bordovsky

STATE OF COLORADO

COUNTY OF Arapahoe



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June 2019, by William Bordovsky, as Owner, and Marley Bordovsky as Owner.

Witness my hand and official seal: Kelly R George  
Notary Public  
My commission expires: 3/8/2021

**COUNTY:**

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

Attest:  
Josh Zygielbaum, Clerk

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form: \_\_\_\_\_  
County Attorney's Office

SHEET 1 of 1 REV 02



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> CASA Lease at Human Services Center
<b>FROM:</b> Seán Braden, Manager of Planning Design & Construction Nicci Beauprez, Land & Asset Coordinator
<b>AGENCY/DEPARTMENT:</b> Facilities & Fleet Management
<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 Lease Agreement for a portion of the Pete Mirelez Human Services Center located at 11860 Pecos Street, Westminster, CO 80234 to Court Appointed Special Advocates.

### **BACKGROUND:**

Lease of office space to Court Appointed Special Advocates (CASA) within Suite 2700 at the Human Services Center (HSC) located at 11860 Pecos Street, Westminster, CO 80234. This space is recognized as an in-kind donation to support the functions of the program to which the program compliments services offered by the county.

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

County Managers Office, Facilities & Fleet Management, Human Services

### **ATTACHED DOCUMENTS:**

Resolution

Lease

**FISCAL IMPACT:**

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

**Fund:** n/a**Cost Center:** n/a

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>0</u>

	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>			<u>0</u>

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

Short term lease offered to work through in-kind and space sharing. Long term lease is expected by end of year.

**RESOLUTION APPROVING ADAMS COUNTY, COLORADO LEASE AGREEMENT  
WITH CASA FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES  
CENTER LOCATED AT 11860 NORTH PECOS STREET, WESTMINSTER, CO 80234**

WHEREAS, Adams County (County) owns the Pete Mirelez Human Services Center located at 11860 North Pecos Street, Westminster, CO and provides multiple services for purposes of Human Services; and,

WHEREAS, Court Appointed Special Advocates (CASA) desires to occupy space within the Pete Mirelez Human Services Center; and,

WHEREAS, County has offered a portion of the Pete Mirelez Human Services Center to CASA as one of its Community Partners offering services that compliment those of the County, more specifically a portion of Suite 2700 as defined in the Lease attached (the Premises), estimated at 757 square feet, while available, for consideration of \$10.00; and,

WHEREAS, this Lease is recognized as in-kind space and CASA as a Community Partner has agreed to provide client services with the understanding that no funding is expected from the County for these services and by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to CASA occupying a portion of Suite 2700 of the Pete Mirelez Human Services Center to provide said services.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease Agreement for a portion of the Pete Mirelez Human Services Center located at 11860 North Pecos Street, Westminster, CO 80234 to Court Appointed Special Advocates for office space, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute said Lease agreement after approval as to form by the County Attorney's office.



**ADAMS COUNTY, COLORADO**  
**LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN**  
**SERVICES CENTER LOCATED AT 11860 NORTH PECOS STREET,**  
**WESTMINSTER, CO 80234**

THIS LEASE AGREEMENT ("Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and CASA (Court Appointed Special Advocates), located at, Adams County Courthouse, 1100 Judicial Center Drive, Brighton, Colorado 80601, hereinafter referred to as "Tenant."

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

WHEREAS, Tenant is a non-profit corporation that provides various supportive and advocacy services including those that support maltreated children, families, foster homes, caseworkers, families; and,

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

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

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

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center within Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease a portion of the Premises and Tenant shall occupy that portion of Suite 2700 as agreed upon by Tenant and Landlord and so designated in Exhibit 1. It is expressly understood that the only portion of the Premises that is provided for Tenant's exclusive use is the space within the fourteen identified workstations and within the one identified office. All other spaces and features of the Premises are shared among Tenant and co-tenants. Resolution of any disputes between any tenants of Suite 2700 will be determined by the Landlord.

2. **Term.** This Lease shall commence on July 8, 2019, and terminate on January 14, 2020<sup>1</sup>. In the event Tenant continues to occupy the Premises after January 14, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

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

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and

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<sup>1</sup> The parties anticipate executing a new, longer term lease by the termination date of this Lease.

clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

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

shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been

mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations  
4430 S. Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6003  
Fax: 720-523-6008

Copy to:

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

For Tenant:

Attention: Lindsay Lierman  
CASA (Court Appointed Special Advocates)  
Adams County Human Services Center  
11860 Pecos Street, Suite 2700  
Westminster, Colorado 80234  
Phone: 303-835-5535

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

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

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

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

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

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

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

Each Occurrence	\$1,000,000
-----------------	-------------

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

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

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both

parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

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

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

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

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

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

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

LANDLORD:  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

TENANT:

CASA (Court Appointed Special Advocates)



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Name: Executive Director

6.27.19

---

Date:



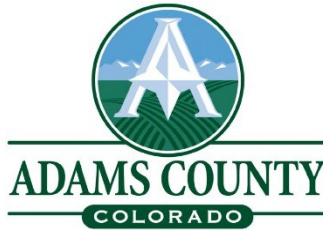
**Exhibit 1 - Premises**  
**LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER**  
**LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234**

**SUITE 2700**



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

- Advocacy for children in the dependency & neglect court
- Training for CASA Volunteers & stakeholders
- Providing information on agency partners/community resources
- Recruitment of community members to become CASA Volunteers



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Easement on land surrounding and through Colorado Air & Spaceport
<b>FROM:</b> Seán Braden, Manager of Planning Design & Construction Nicci Beauprez, Land & Asset Coordinator
<b>AGENCY/DEPARTMENT:</b> Facilities & Fleet Management
<b>HEARD AT STUDY SESSION ON:</b> AIR 6/18/2019
<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 First Amendment to Right-of-way Grant between Adams County and DJ South Gathering, LLC for a pipeline.

### **BACKGROUND:**

DJ South Gathering, LLC. (DJSG) has requested to use county owned land to install and maintain a portion of pipeline for the transportation of crude oil. DJSG has prepared, requested, and submitted those items required for the regulatory side of this project to the County's Community & Economic Development (CED) Department. Planning commission (PC) was held and approved the project on 3/14/19. Public Hearing (PH) for land use was heard on 4/02/19 and passed/approved the project as well. Once the project is complete, this pipeline will provide a delivery method of product that will benefit the county and its citizen's by reducing truck traffic, congestion, and related impacts thereto on our roads. The original document approved on May 13, 2019 and recorded on 5/31/2019 was subsequently objected to by the Federal Aviation Administration by expressed concern with language in the original document relating to its Grant Assurance requirements. Colorado Air & Space Port worked with the FAA on this amendment and to approve the contents.

Staff recommends approving the First Amendment to Right-of-Way Grant between Adams County and DJSG.

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

Facilities &amp; Fleet Management, Colorado Air &amp; Space Port

**ATTACHED DOCUMENTS:**

Resolution

Right-of-Way Grant

**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>			<u>0</u>

	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>			<u><u>0</u></u>

New FTEs requested: ☐ YES ☒ NOFuture Amendment Needed: ☐ YES ☒ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING FIRST AMENDMENT TO RIGHT-OF-WAY GRANT  
BETWEEN ADAMS COUNTY AND DJ SOUTH GATHERING LLC FOR A PIPELINE  
IN LAND INCLUDING THE COLORADO AIR AND SPACE PORT

WHEREAS, Adams County (County) owns lands within the pipeline parameters, some of which are vacant and other lands that include Colorado Air and Space Port; and,

WHEREAS, County approved a right of way grant (easement) for a pipeline in public hearing May 14, 2019, submitted by DJ South Gathering LLC (“DJSG”), said document was recorded May 31, 2019 at reception number 2019000041234; and,

WHEREAS, Colorado Air and Space Port has reviewed with the FAA the document and approves its content; and,

WHEREAS, DJSG is requesting to install the approved pipeline according to the terms of the document; and,

WHEREAS, this pipeline will benefit the County and its citizens by allowing transportation through this delivery method and will reduce transportation traffic and related road impacts.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the First Amendment to Right-of-Way Grant from Adams County to DJ South Gathering, LLC., a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute said First Amendment to Right-of Way Grant on behalf of Adams County.

## **FIRST AMENDMENT TO RIGHT-OF-WAY GRANT**

This FIRST AMENDMENT TO RIGHT-OF-WAY GRANT (this "Amendment") from **Adams County**, a political subdivision of the State of Colorado, whose address is 4430 S. Adams County PKWY, 5<sup>th</sup> Floor, Brighton, Colorado 80601 ("Grantor"), to **DJ South Gathering, LLC**, a Colorado limited liability Company, with offices at 1600 Broadway, Suite 2400, Denver, Colorado 80202 ("DJSG"). Grantor and DJSG are referred to in this Amendment collectively as the "Parties".

WHEREAS, the Parties entered into that certain Right-of-Way Grant dated May 14, 2019, recorded May 31, 2019 at Reception Number 2019000041234 in the Official Public Records of Adams County, Colorado (the "Grant"), covering the following described lands situated in Adams County, Colorado, to-wit:

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 26: Part of the W2

Also known as Parcel # 0181700000264 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 26: Part of the E2

Also known as Parcel # 0181700000283 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 23: Part of the E2

Also known as Parcel # 0181700000281 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 14: Part of the SE4

Also known as Parcel #'s 0181700000262 and 0181700000269 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 14: Part of the W2

Also known as Parcel #'s 018100000232 and 0181700000122 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 11: Part of the W2

Also known as Parcel #'s 0181711300001 and 0181711200001 by the Adams County Assessor's Office

WHEREAS, the Parties desire to amend and ratify the Grant according to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the Parties hereby acknowledge and agree to the following:

1. Paragraph 5 of the Grant titled "Surface Modification" is hereby amended and replaced pursuant to this Amendment as follows:

Surface Modification. DJSG shall have the right, after sending notice to Grantor, from time to time to cut, mow, or otherwise remove all trees, undergrowth, vegetation, and other obstructions from the Right-of-Way Lands that in its judgment may injure, endanger, or interfere with the exercise by DJSG of the right, privileges and rights-of-way and easements hereby granted. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without notifying and consulting with DJSG to ensure the safety and integrity of DJSG's pipeline is maintained. Grantor agrees not to build, create, construct, permit to be built, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without notifying and consulting with DJSG to ensure the safety and integrity of DJSG's pipeline is maintained. Grantor agrees to consult with DJSG to ensure safety of operations for both Grantor and DJSG. Grantor expressly reserves the right to lay, construct and maintain streets, roadways, taxiways, sidewalks, utilities, landscaping (exclusive of



trees), signs, and fences (collectively, "Approved Improvements"), necessary for airport operations over and across the Right-of-Way Lands and will notify and consult with DJSG to ensure the safety and integrity of DJSG's pipeline is maintained. The pipeline, including any impacts due to potential future relocation, cannot restrict, impede or negatively affect future airport development. In the event that Grantor requires DJSG to relocate its pipeline to accommodate Grantor's installation of the Approved Improvements above, such expenses to relocate DJSG's pipeline will be paid to DJSG at Grantor's sole cost and expense and will not impact DJSG's ability to safely operate the pipeline. Grantor agrees that all applicable relocation expenses shall be paid to DJSG. If any relocation desired by Grantor requires use of any lands outside of the Right-of-Way Lands, Grantor shall grant to DJSG, at no cost to DJSG, a suitable right-of-way and easement covering the lands outside the existing Right-of-Way Lands, with the same terms contained within the Grant and this Amendment. DJSG further agrees to release lands from its control and easement upon issuance of any new easement due to relocation of the pipeline.

2. Except as modified herein, all other terms, conditions, covenants and obligations of the Grant shall remain in full force and effect and are hereby affirmed by Grantor and DJSG.

3. If there is a conflict between the terms the Grant and this Amendment, the terms of this Amendment shall prevail.

4. This Amendment shall be binding upon the Parties hereto, their heirs, beneficiaries, executors, administrators, successors and assigns.

5. Grantor hereby authorizes DJSG to record a copy this Amendment in the Official Public Records of Adams County, Colorado.

*[Remainder left intentionally blank; signature page to follow]*

IN WITNESS WHEREOF, Grantor and DJSG have executed, delivered and received this Amendment as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**GRANTOR:**

**Adams County,**  
a political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: Steven J. O'Dorisio  
Title: Chair

Adams County Attorney - Approved to Form

By: \_\_\_\_\_  
Name: Doug Edelstein  
Title: Deputy County Attorney

**DJSG:**

**DJ South Gathering, LLC,**  
a Colorado limited liability company

By:   
Name: Adam Bedard  
Title: Chief Executive Officer

**ACKNOWLEDGEMENTS**

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF ADAMS     )

The above instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by Steven J. O'Dorisio, in his capacity as Chair for and on behalf of **Adams County**, a political subdivision of the State of Colorado.

Witness my hand and official seal.

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

\_\_\_\_\_  
Notary Public

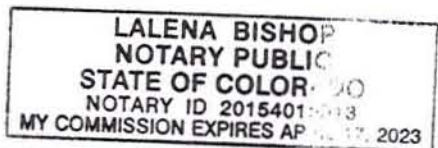
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF DENVER     )

The above instrument was acknowledged before me this 26 day of June 2019, by Adams Bedard, in his capacity as Chief Executive Officer for and on behalf of **DJ South Gathering, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/17/23

  
\_\_\_\_\_  
Notary Public







## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING BLAKE FULENWIDER AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY  
ZONE TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Blake Fulenwider has expressed an interest in serving on the Adams County Opportunity  
Zone Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Blake Fulenwider to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Blake Fulenwider is hereby appointed as a member of the Adams County Opportunity  
Zone Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING CHAD HOWELL AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Chad Howell has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Chad Howell to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Chad Howell is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING CHASE EVANS AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Chase Evans has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Chase Evans to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Chase Evans is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING DAWN DAVIS AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Dawn Davis has expressed an interest in serving on the Adams County Opportunity Zone Task  
Force; and,

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

WHEREAS, The Board of County Commissioners selected Dawn Davis to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Dawn Davis is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**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 APPOINTING DREW O'CONNOR AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY  
ZONE TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Drew O'Connor has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Drew O'Connor to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Drew O'Connor is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions



**FISCAL IMPACT:**

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

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

	<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 APPOINTING JENNIE RODGERS AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY  
ZONE TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Jennie Rodgers has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Jennie Rodgers to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Jennie Rodgers is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING MICHELLE CLAYMORE AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY  
ZONE TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Michelle Claymore has expressed an interest in serving on the Adams County Opportunity  
Zone Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Michelle Claymore to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Michelle Claymore is hereby appointed as a member of the Adams County Opportunity  
Zone Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**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 APPOINTING OLGA GONZALEZ AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY  
ZONE TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Olga Gonzalez has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Olga Gonzalez to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Olga Gonzalez is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**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 APPOINTING PATRICK GIRON AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Patrick Giron has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Patrick Giron to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Patrick Giron is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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Current Budgeted Revenue:			
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<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 APPOINTING PAUL DECRESCENTIS AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY  
ZONE TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Paul DeCrescentis has expressed an interest in serving on the Adams County Opportunity  
Zone Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Paul DeCrescentis to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Paul DeCrescentis is hereby appointed as a member of the Adams County Opportunity  
Zone Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING PETER LIFARI AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Peter LiFari has expressed an interest in serving on the Adams County Opportunity Zone Task  
Force; and,

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

WHEREAS, The Board of County Commissioners selected Peter LiFari to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Peter LiFari is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

	<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 APPOINTING RAY GONZALES AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Ray Gonzales has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Ray Gonzales to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Ray Gonzales is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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Current Budgeted Revenue:			
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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 APPOINTING STEVE O'DORISIO AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY  
ZONE TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Steve O'Dorisio has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Steve O'Dorisio to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Steve O'Dorisio is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions



**FISCAL IMPACT:**

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

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

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Current Budgeted Revenue:			
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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 APPOINTING TRICIA ALLEN AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Tricia Allen has expressed an interest in serving on the Adams County Opportunity Zone Task  
Force; and,

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

WHEREAS, The Board of County Commissioners selected Tricia Allen to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Tricia Allen is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Adams County Opportunity Zones Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<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 the appointments to the Adams County Opportunity Zones Task Force.

### **BACKGROUND:**

On May 28, 2019 the Board of County Commissioners approved the establishment of the Adams County Opportunity Zone Task Force. The resolutions today are approving the appointments to the Taskforce.

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

- County Manager's Office
- Community & Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolutions

**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 APPOINTING YURIY GORLOV AS A MEMBER OF THE ADAMS COUNTY OPPORTUNITY ZONE  
TASK FORCE

WHEREAS, A vacancy currently exists for a member of the Adams County Opportunity Zone Task Force;  
and,

WHEREAS, Yuriy Gorlov has expressed an interest in serving on the Adams County Opportunity Zone  
Task Force; and,

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

WHEREAS, The Board of County Commissioners selected Yuriy Gorlov to fill this Vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of  
Colorado, that Yuriy Gorlov is hereby appointed as a member of the Adams County Opportunity Zone  
Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> York Street, Phase II – 78th Avenue to 88th Avenue Improvements Project
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Shannon E. Sprague, CPPB, Contract Specialist III
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> May 21, 2019
<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 Change Order Two to the agreement with RockSol Consulting Group, Inc., for additional Design Engineering Services for the Adams County York Street, Phase II -78th Avenue to 88th Avenue Improvements Project.

### **BACKGROUND:**

In July of 2018, RockSol Consulting Group, Inc., was awarded an agreement to provide Professional Engineering Services for the York Street, Phase II - 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue Improvements Project. During the initial design services completion phase, the level of effort significantly increased to include the following additional design tasks:

1. **Phase II Environmental Site Assessment (ESA)** – The original SOW called for a Phase I ESA. The Phase I ESA identified evidence of recognized environmental conditions from the adjoining sites in the project limits. It is necessary to conduct an in-depth analysis (Phase II ESA) at multiple locations to determine if soil and groundwater on the subject sites have impacts to the project. Any concerns verified by the Phase II ESA will be addressed in the Plans and Specifications.
2. **Design Services at three (3) additional locations:** Project limits will be extended on side streets to ensure enhanced roadway safety and functionality:
  - a. York Street and 78th Avenue intersection
  - b. Lower Clear Creek Canal box culvert structure at 78th Avenue
  - c. Coronado Parkway North sidewalk connection
3. **Utility Coordination and Test holes** – Additional investigation to evaluate potential conflicts identified during utility design with proposed project utility lines that run parallel to York Street.
4. **Water Quality Pond at Niver Creek and McElwain Boulevard** – Incorporate required drainage improvements from the McElwain drainage basin to York Street water quality pond that outfalls to Hoffman Drainageway.

The additional tasks are necessary and important to the project to ensure safety, constructability, and road functionality.

This change was presented to the Board of County Commissioners at the May 21, 2019 Study Session during Administrative Item Review.

The contract breakdown is as follows:

Original Agreement Amount	\$ 496,100.00
Change Order One	\$ 28,958.40
Change Order Two	\$ 130,000.00
New Total Agreement Amount	\$655,058.40

It is recommended to approve Change Order Two to the Agreement with RockSol Consulting Group, Inc., in the amount of \$130,000.00 for a total contract value of \$655,058.40.

**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: 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	30561802	2,286,697
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			2,286,697

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER TWO TO THE AGREEMENT BETWEEN ADAMS  
COUNTY AND ROCKSOL CONSULTING GROUP, INC., FOR ENGINEERING DESIGN  
SERVICES FOR THE YORK STREET, PHASE II – 78<sup>TH</sup> AVENUE TO 88<sup>TH</sup> AVENUE  
IMPROVEMENTS PROJECT

WHEREAS, on July 24, 2018, RockSol Consulting Group, Inc., was awarded an agreement to provide Engineering Design Services for York Street, Phase II – 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue Improvements Project; and,

WHEREAS, additional design services were determined to be necessary and important to the project to ensure safety, constructability, and road functionality that includes; Phase II Environmental Site Assessment (ESA); Three (3) locations of additional design services for street extension; Utility coordination and test hole services; and Water quality pond at Niver Creek and McElwain Boulevard services; and,

WHEREAS, RockSol Consulting Group, Inc., has agreed to provide the additional design services in the not to exceed amount of \$130,000.00 for a total agreement price of \$655,058.40.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order Two to the agreement with RockSol Consulting Group, Inc., for the York Street, Phase II – 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue Improvements Project be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Change Order Two with RockSol Consulting Group, Inc., 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> July 9, 2019
<b>SUBJECT:</b> On-Call Painting Services
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Susan Borup, Deputy Finance Director
<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 One to renew the agreement with Southwestern Painting & Decorating, Inc.

### **BACKGROUND:**

A formal Request for Proposal was solicited in 2017 for On-Call Painting Services. On July 17, 2018, the Board of County Commissioners approved the award to Southwestern Painting & Decorating, Inc., to provide on-call painting services in all County buildings.

The Facilities and Fleet Management Department is pleased with the services provided by Southwestern Painting & Decorating, Inc., and recommends renewing the agreement for one additional year.

The recommendation is to approve Amendment One to renew the on-call painting services agreement with Southwestern Painting & Decorating, Inc., in the not to exceed amount of \$500,000.00. This renewal is the first of two, one year optional renewals allowed on the contract.

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

Facilities and Fleet Management

### **ATTACHED DOCUMENTS:**

Resolution

### **FISCAL IMPACT:**

Revised 06/2016

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

**Fund: 1**

**Cost Center: 1130**

	<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:	7845		500,000.00
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 AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND SOUTHWESTERN PAINTING & DECORATING, INC., FOR THE  
ON-CALL PAINTING SERVICES

WHEREAS, The Board of County Commissioners approved an agreement for On-Call Painting Services for all County buildings with Southwestern Painting & Decorating, Inc., in July 2018; and,

WHEREAS, Southwestern Painting & Decorating, Inc., is deemed to be necessary and important for the on-call painting services for all buildings throughout the County and,

WHEREAS, Southwestern Painting & Decorating, Inc., has agreed to provide the On-Call painting services in the not to exceed amount of \$500,000.00;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement with Southwestern Painting & Decorating, Inc., For The On-Call Painting Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Southwestern Painting & Decorating, Inc., 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> July 9, 2019
<b>SUBJECT:</b> Onsite Auto Parts, and General Automotive Lubricants
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Susan Borup, Deputy Finance Director
<b>AGENCY/DEPARTMENT:</b> Adams County Facilities and Fleet Operations
<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 award with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts to provide onsite auto parts, and general automotive lubricants to Adams County Facilities and Fleet Operations (Fleet Division) Department.

### **BACKGROUND:**

Adams County's Facilities and Fleet Operations (Fleet Division) Department operates its own maintenance facility, and their parts inventory is vendor-owned, and housed at the Fleet maintenance facility. In conjunction, the County operates a second Fleet maintenance facility and their parts inventory is County-owned and housed at the Strasburg maintenance facility.

In 2017, Adams County's Facilities and Fleet Operations (Fleet Division) Department partnered with the City of Westminster to Contract with a Contractor to provide an integrated solution for all necessary products and services to manage an onsite parts store for the Fleet Division for similar contracted parts for their turnkey operations to help maximize operational efficiencies and cost savings on onsite auto parts, and general automotive lubricants to the Fleet Division.

The partnerships have proven to be successful in allowing the Fleet Division to purchase onsite auto parts, and general automotive lubricants with cost savings up to 35%.

The Request for Proposal was issued on February 23, 2017 and the Board of County Commissioners approved the proposal award to Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts on June 20, 2017 for a two years Agreement with three option year renewals.



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS  
COUNTY AND ELLIOTT AUTO SUPPLY, INC., D.B.A. FACTORY MOTOR PARTS TO PROVIDE  
ONSITE AUTO PARTS AND GENERAL AUTOMOTIVE LUBRICANTS TO THE ADAMS  
COUNTY FACILITIES AND FLEET OPERATIONS DEPARTMENT

WHEREAS, Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts is currently providing onsite auto parts and general automotive lubricants to Adams County Facilities and Fleet Operations Department; and,

WHEREAS, Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts agrees to provide the parts and services for the first renewal year in the total amount of \$730,000.00; and,

WHEREAS, the Facilities and Fleet Operations Department is pleased with services provided by Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts, believes the fees are fair and reasonable, and wishes to exercise the first renewal year option of the agreement.

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 Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts to provide onsite auto parts and general automotive lubricants to Adams County Facilities and Fleet Operations Department is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment One 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> July 9, 2019
<b>SUBJECT:</b> Four (4) Replacement John Deere Motor Graders
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Susan Borup, Deputy Finance Director
<b>AGENCY/DEPARTMENT:</b> Adams County Facilities and Fleet Operations 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 a Cooperative Agreement with Honnen Equipment to purchase of four (4) replacement John Deere Motor Graders for Adams County Facilities and Fleet Operations Department.

### **BACKGROUND:**

Adams County's Facilities and Fleet Operations (Fleet Division) Department currently purchases construction and agricultural equipment through a competitively solicited contract through Sourcewell, formerly National Joint Powers Alliance (NJPA) cooperative contract. The Fleet Division is in need of replacing four motor graders. All four (4) of the current motor graders have served their full life cycle and their current life maintenance cost is over 79%, which is well over the 70% industry standard.

In 2019, budget appropriations were made to procure new motor graders for the Fleet Division. Adams County is a participant in the Sourcewell purchasing cooperative. The Facilities and Fleet Operations (Fleet Division) Department would like to utilize the cooperative contract to purchase the four (4) replacement John Deere motor graders through Sourcewell under the current awarded contractor Honnen Equipment who is an authorized reseller.



The Facilities and Fleet Operations (Fleet Division) Department believes the submitted pricing from Honnen Equipment is fair and reasonable for this equipment and is requesting the approval to purchase four (4) replacement John Deere motor graders in an amount of \$1,193,220.00.

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

Facilities and Fleet Operations (Fleet Division) 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.

<b>Fund: 6</b>			
<b>Cost Center: 9111</b>			
	<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:	9165	91111913	\$630,000.00
	9165	91111914	\$680,000.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>\$1,310,000.00</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 A COOPERATIVE AGREEMENT  
BETWEEN ADAMS COUNTY AND HONNEN EQUIPMENT FOR THE PURCHASE OF  
FOUR REPLACEMENT JOHN DEERE MOTOR GRADERS

WHEREAS, Honnen Equipment submitted a cooperative bid through Sourcewell to provide four replacement John Deere motor graders to Adams County Facilities and Fleet Operations Department; and,

WHEREAS, Honnen Equipment is an approved Sourcewell reseller; and,

WHEREAS, Adams County is a participant in the Sourcewell purchasing cooperative; and,

WHEREAS, Honnen Equipment agrees to provide the four replacement John Deere motor graders in the total amount of \$1,193,220.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award to Honnen Equipment to provide the four replacement John Deere motor graders is hereby approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is authorized to sign the Purchase Order Service Agreement with Honnen Equipment.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> July 9, 2019
<b>SUBJECT:</b> Energy Developer for Solar Farm
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> June 25, 2019
<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 Ameresco to provide Design-Build Services for of a Solar Farm for the Shooting Range Remediation Project.

### **BACKGROUND:**

In 2015, Quantum Water Consulting was awarded an agreement to provide Environmental Consulting services to remediate the old Shooting Range located at 14451 Riverdale Road. Quantum Water Consulting's remediation plan consists of two phases. The first phase is complete, which included building demolition and soil remediation. The second phase for landfill closure is in process. Once the landfill closure is complete, the County plans to build a solar farm on the site for beneficial end use.

A formal Request for Proposal was posted on BidNet in April of 2019, to provide Design-Build Services for a Solar Farm. Several interested companies attended the option pre-proposal walk through. Only one proposal was received. The proposal was evaluated on the following criteria:

- Professionalism
- Project Understanding
- General Project Experience
- Specific Project Experience
- Design Team
- General Items

After a thorough and extensive evaluation, the evaluation team determined that Ameresco provided a quality proposal with a reasonable approach to the project. Staff recommends the agreement award be made to Ameresco to provide Design-Build Services for a solar farm for the Shooting Range Remediation Project. in the County will negotiate lease rates with Ameresco after final design and DOLA grants received for this project.

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

Facilities and Fleet Management

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

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

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<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 ☐ NOFuture Amendment Needed: ☐ YES ☐ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
AMERESCO FOR DESIGN BUILD SERVICES FOR A SOLAR FARM FOR THE FORMER  
SHOOTING RANGE

WHEREAS, Ameresco was the only proposer who submitted a proposal in April of 2019, to provide Design Build Services of a Solar Farm on the former Shooting Range; and,

WHEREAS, after thorough evaluation it was deemed that Ameresco was a responsive and responsible proposer; and,

WHEREAS, Ameresco agrees to provide Design Build Services Services for a Solar Farm at the old Sheriff's Shooting Range based upon the values and lease rates determined by the final design and DOLA grants.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with between Adams County and Ameresco to provide Design Build Services for a Solar Farm on the old Sheriff's Shooting Range is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said agreement 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> July 9, 2019
<b>SUBJECT:</b> Shooting Range Construction Services
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Susan Borup, Deputy Finance Director
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> June 25, 2019
<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 Iron Woman Construction and Environmental Services LLC to provide Shooting Range Construction Services.

### **BACKGROUND:**

In 2015, Quantum Water Consulting was awarded an agreement to provide Environmental Consulting services to remediate the old Shooting Range located at 14451 Riverdale Road. The project consists of two phases. The first phase has been completed which included building demolition and soil remediation. This agreement will cover the second phase of this project, Landfill Closure Construction Services.

In October of 2018, four firms were approved as pre-qualified vendors through the County's Statement of Qualification Process. A formal Request for Proposal was posted on BidNet in February of 2019, to provide Landfill Closure Construction services. All four approved firms submitted proposals. The proposals were evaluated on the following criteria:

Firms were evaluated on the following criteria:

- Professionalism
- Project Understanding
- General Project Experience
- Specific Project Experience
- Design Team
- General Items
- Pricing

After a thorough and extensive evaluation, the evaluation team determined that Iron Woman Construction and Environmental Services LLC was the most responsive and responsible proposer. Staff recommends

the agreement award be made to Iron Woman Construction and Environmental Services LLC to provide Shooting Range Construction Services for the Shooting Range Remediation Project in the not to exceed amount of \$3,842,378.22.

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

Facilities and Fleet Management

**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> 25
<b>Cost Center:</b> 9295

	<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	92951701	\$2,654,584
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>\$2,654,584</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  
IRON WOMAN CONSTRUCTION AND ENVIRONMENTAL SERVICES LLC FOR  
SHOOTING RANGE CONSTRUCTION SERVICES

WHEREAS, Iron Woman Construction and Environmental Services LLC submitted a proposal in February of 2019, to provide Shooting Range Construction Services on the old Sheriff's Shooting Range; and,

WHEREAS, after thorough evaluation it was deemed that Iron Woman Construction and Environmental Services LLC was the most responsive and responsible proposer; and,

WHEREAS, Iron Woman Construction and Environmental Services LLC agrees to provide Construction Services for the old Sheriff's Shooting Range in the not to exceed amount of \$3,842,378.22.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Iron Woman Construction and Environmental Services LLC to provide Construction Services for the old Sheriff's Shooting Range is hereby approved.

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





**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: PRC2018-00018  
CASE NAME: MIDTOWN AT CLEAR CREEK, FILING 11**

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COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

STAFF REPORT

Board of County Commissioners

July 1, 2019

CASE No.: <b>PRC2018-000186</b>	CASE NAME: <b>Midtown at Clear Creek, Filing 11</b>
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Owner's Name:	Midtown, LLC
Applicant's Name:	Midtown, LLC
Applicant's Address:	6465 Greenwood Plaza Blvd., Suite 700, Englewood, CO 80111
Location of Requests:	Southeastern corner of the intersection of West 68 <sup>th</sup> Avenue and Pecos Street.
Nature of Requests:	1) Final Plat for major subdivision 2) Final Development Plan 3) Subdivision Improvements Agreement
Site Size:	Approximately 5.8 acres
Zone District:	Planned Unit Development (PUD)
Future Land Use:	Urban Residential
Proposed Uses:	Residential
Existing Use:	Vacant
Hearing Date:	<b>BoCC: July 9, 2109 / 9:30 a.m.</b>
Hearing Location:	4430 S. Adams County Parkway, Brighton, CO 80601 / Public Hearing Room 1 <sup>st</sup> Floor
Report Date:	July 1, 2018
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL of the Final Plat, and the Final Development Plan with 11 Findings-of-Fact, 1 Condition Precedent, and 1 Note

SUMMARY OF APPLICATIONS

**Background:**

Midtown, LLC, the applicant, is requesting: 1) a Final Development Plan (FDP) to allow 72 residential lots on approximately 5.8 acres in a Planned Unit Development zone district; 2) a Major Subdivision (Final Plat) to create 72 lots; and 3) a Subdivision Improvements Agreement (SIA) for Filing No. 11 of the Midtown at Clear Creek Planned Unit Development.

The site is approximately 5.8 acres and located east of Pecos Street and south of West 68<sup>th</sup> Avenue, and zoned as a Planned Unit Development (PUD). The Board of County Commissioners (BoCC) approved a Preliminary Development Plan (PDP) for the PUD in 2008. Per Section 2-02-10-04-01 of the County's Development Standards and Regulations, a Final Development Plan and Plat is required prior to development of the site. The proposed request is to adhere to requirements for obtaining a Final Development Plan and Plat.

### **Development Standards and Regulations:**

#### **Final Development Plan:**

A Final Development Plan (FDP) is a site-specific development plan which describes and establishes the type and intensity of uses for a specific parcel of land. Per Section 2-02-10-04 of the Adams County Development Standards and Regulations, a Final Plat and Development agreements are required to be submitted with a Final Development Plan. The Final Plat and development agreement outlines public improvements required with the development.

Below is the summary of housing types, designs information, parking and open space areas proposed with the FDP:

#### **Housing Types & Designs:**

Midtown at Clear Creek, Filing No. 11 includes seventy-two (72) single-family attached townhome dwellings. Each structure consists of multiple dwellings that share one (1) or two (2) walls with an adjoining home. Dwelling sizes vary from 1,700 to 2,200 square feet. The subject FDP includes architectural and landscape design guidelines. In addition to the guidelines, all builders and homeowners are required to go through a Design Review Committee (DRC) review established by Clear Creek Metropolitan District. The Metro District was established with governing authority in the PUD. Per the FDP requirements, the County shall not approve any building permit without approval of the DRC. The maximum height of all structures shall be 45 feet. The FDP proposes three-story structures.

#### **Parking:**

Overall, the parking ratio provided in the FDP shows 3.32 spaces per dwelling unit, this includes on-street parking. This proposed parking ratio exceeds the minimum requirement of 2.5 spaces per dwelling approved in the Preliminary Development Plan. A total of 239 parking spaces are proposed for the 72 units. Sixty (60) of the overall parking spaces will be on-street and one-hundred and seventy-nine (179) will be off-street, which includes garage parking.

Furthermore, the proposed plan shows alleys will be used to access garages for forty-seven (47) of the homes. Every dwelling in the development will have at least a minimum of two off-street parking spaces. The FDP shows all proposed homes will have access to on-street parking along local streets within the development.

On-street parking is provided along Navajo Street, Osage Street, and West 67<sup>th</sup> Place (see Exhibit 3.3). These streets are public rights-of-way serving the development. In addition, nineteen (19) off-

street parking spaces are located adjacent to a Tracts B and E on the FDP. All the on-street spaces will be available for parking by all residents and visitors.

**Common Areas:**

Common areas in the proposed FDP include streetscape landscape areas and landscaped tracts. The landscape tracts will be maintained by the Metropolitan District (i.e. the Clear Creek Metropolitan District). All private home landscaping will be installed by homeowners or builders and maintained by each homeowner. Adams County shall not be responsible for operation and maintenance of parks and open space within the development. Responsibility and enforcement of landscape maintenance shall be the function of the Metropolitan District. A Design Review Committee will review all private open space design in the development for compatibility. Removal of snow, ice, debris, or other obstructions from sidewalks will be the responsibility of homeowners.

**Major Subdivision (Final Plat):**

Per Section 2-02-17-04 of the County's Development Standards and Regulations, the applicant is requesting a Major Subdivision (Final Plat) for the proposed residential development. The current parcel consists of approximately 5.8 acres (see Exhibit 3.2). The proposed Plat will create seventy-two (72) residential lots and eight (8) tracts for private alleys and drainage facilities.

Typical lot sizes within the development range from 1,210 to 3,287 square feet. All front, side, and rear setbacks will be consistent with the approved Third Amendment to the Preliminary Development Plan. Per the approved Preliminary Development Plan, front yard setbacks shall be 15 feet when adjacent to a collector street and 10 feet otherwise, the side setback shall be 5 feet for all structures, and rear yard setbacks shall be 15 feet for primary structures.

Access into the subdivision is primarily through West 67<sup>th</sup> Avenue and Osage Street. Navajo Court, Navajo Way, and Osage Court provide north-south connections and West 68<sup>th</sup> Drive, West 68<sup>th</sup> Lane, West 67<sup>th</sup> Place, West 67<sup>th</sup> Drive, and West 67<sup>th</sup> Lane provide east-west connections. All of the 72 proposed units have access to streets.

The proposed Final Plat conforms to the criteria for approval outlined in Section 2-02-17-04-05 of the County's Development Standards. The Final Plat conforms to the approved Preliminary Plat and is in conformance with the subdivision design standards. In addition, the applicant has provided a letter of intent from Crestview Water and Sanitation for providing services to the development, thus satisfying evidence of adequate water and sanitation facilities. All proposed drainage facilities have been reviewed and approved by the County's Development Services Engineering. Lastly, there is documentation showing there is adequate public infrastructure to support the development, and all plans have been reviewed by the Development Services Engineering. A Subdivision Improvement Agreement, with sufficient collateral, has also been included with this application.

**Subdivision Improvement Agreement:**

Per Section 5-02-05 of the Adams County Development Standards and Regulations, a Subdivision Improvement Agreement (SIA) is required with the proposed development. The

agreement is required to address the manner and timing of the completion of all subdivision improvements and responsibility for payment of the costs of improvements associated with the development.

The current application for a Final Development Plan and Final Plat includes an SIA for the development. This SIA outlines the Developer's obligation for landscape installation, landscape ownership and maintenance, and required construction and collateral for all public improvements.

There are eight tracts proposed in the FDP and Plat. These tracts are proposed to be commonly owned and maintained by the established Metropolitan District. Maintenance responsibilities and ownership areas for the tracts are outlined in the SIA. In addition, the SIA documents depict areas that will be maintained privately such as tree lawns, etc. The Metro District will own and/or maintain the remaining common areas.

### **Comprehensive Plan:**

The Future Land Use map designates this area as Urban Residential. Per Chapter 5 of the Comprehensive Plan, Urban Residential areas are designated for single- and multi-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.

The proposed Final Plat and Final Development Plan are consistent with the goals of the Comprehensive Plan to provide higher-density housing near existing urban services and transportation facilities. The entire Planned Unit Development is comprised of approximately 183 acres. The PUD site is about ¾ mile south of U.S. Highway 36, about ½ mile north of I-76, about ¾ mile east of the future RTD light rail station located at Federal Boulevard and 70<sup>th</sup> Avenue, and about ¾ mile west of I-25. Because of the proximity to planned light rail stations and transportation corridors, the PUD inevitably will benefit from the location of such transportation amenities.

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

<b><u>Northwest</u></b> R-1-C Residential	<b><u>North</u></b> R-1-C Vacant and Residential	<b><u>Northeast</u></b> R-1-C Residential
<b><u>West</u></b> PUD Residential and Commercial	<b><u>Subject Property</u></b> PUD Vacant	<b><u>East</u></b> PUD Residential
<b><u>Southwest</u></b> PUD Residential	<b><u>South</u></b> PUD Residential	<b><u>Southeast</u></b> PUD Residential

**Compatibility with the Surrounding Land Uses:**

Uses surrounding the site consist of single- and multi-family residential and commercial uses. The majority of the surrounding area is located within the Midtown development. The subject request is consistent with the existing residential development surrounding the site and the Future Land Use designation of Urban Residential.

**Staff Recommendations:**

**Based upon the application, the criteria for approval of: preliminary final plat and final development plan, as well as a recent site visit, staff recommends approval of the final plat, final development plan, and associated subdivision improvements agreement with 11 findings-of-fact, 1 condition precedent, 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.
8. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
9. The FDP conforms to the P.U.D. standards.
10. The FDP is consistent with any approved PDP for the property.
11. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Public Works, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

**Recommended Condition Precedent of Approval:**

1. All cash-in-lieu payments for required public land dedication for Midtown at Clear Creek, Filing 11 shall be provided to the County in full prior to the issuance of building permits.

**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.

**PUBLIC COMMENTS**

<b>Number of Notices Mailed (750 Feet)</b>	<b>Number of Public Comments Received by Staff</b>
464	2

Four-hundred and sixty-four (464) notices were mailed to all property owners and residents within 750 feet of the request. As of writing this report, staff has received two letters from nearby residents regarding with the request. One letter stated their support of the request. An additional letter was received citing concerns that the area was not served by a local grocery store and that an additional seventy-two households in the area would not be the best use of the property.

**COUNTY AGENCY COMMENTS**

Adams County staff reviewed the subject request and determined the proposal complies with the subdivision design standards and the overall purpose and intent outlined in the Development Standards and Regulations. All proposed lot configurations conform to the approved lot dimensions in the PUD zone district. Evidence of the ability to provide adequate water and sewage facilitates has also been provided.

**REFERRAL AGENCY COMMENTS**

The following agencies responded to the request for comments, and provided no objections to the proposal: Colorado Department of Transportation, Colorado Geological Survey, Colorado Division of Water Resources, Tri-County Health Department, and Xcel Energy.

**Responding with Concerns:**

None

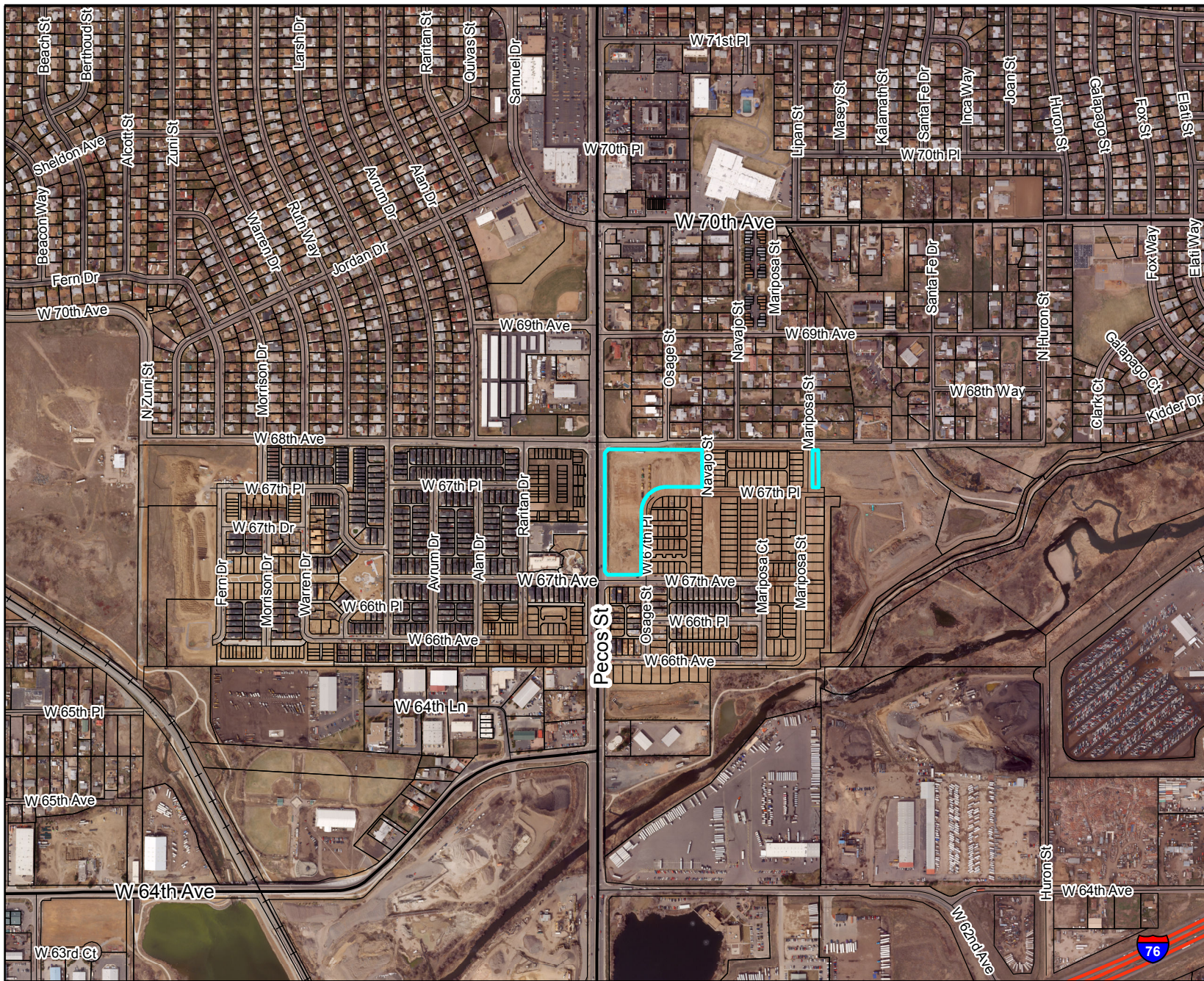
**Responding without Concerns:**

Colorado Department of Transportation  
Colorado Geological Survey  
Colorado Division of Water Resources  
Tri-County Health Department  
Xcel Energy

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

Adams County Fire  
Adams County Sheriff  
Century Link  
Crestview Water & Sanitation  
Comcast  
Hyland Hills Park and Recreation District  
Mapleton No. 1 School District  
Metro Wastewater  
North Pecos Water & Sanitation District  
Perl Mack Neighborhood Group  
RTD  
US Postal Service  
Westminster School District 50





### 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)

PRC2018-00018

Midtown Filing 11



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







ADAMS COUNTY  
COLORADO

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

## WRITTEN EXPLANATION

### Midtown at Clear Creek – Filing Eleven

Midtown at Clear Creek is a 181.8 acre Master Planned Community, officially termed a Planned Unit Development (PUD) in Adams County Colorado. The site is located southeast and southwest of the intersection of Pecos Street and 68<sup>th</sup> Avenue. The Midtown community is approved for a mix of uses including single-family detached homes, townhomes, multi-family homes and mixed-use commercial-retail. The PUD was originally approved in 2008 and amended in 2012, 2014, and 2018 for 1,208 dwelling units, a 5-acre school site, a commercial /mixed use amenity area and a variety of open spaces, including an approximately 32.5-acre open space park area.

This Filing Eleven Final Development Plan is an extension of the concept submitted and approved in earlier phases. The Filing Eleven FDP area is comprised of approximately 5.584 acres, consisting of 72 single family residential homes. The intent of the Filing Eleven FDP is to entitle single-family attached residential townhomes. The open space improvements in this FDP include streetscapes and open spaces that can accommodate active and passive uses within multiple gathering spaces. Per the 3<sup>rd</sup> Amendment to the PDP, 0.4 acres of active open space is required. This 0.4 acres is provided in tracts B, G, and H. The space is activated with a seating area, nature play amenities, landscape beds, and sod.

#### C. Contemplated Intensity and Density of Land Use

Seventy-two (72) single family attached lots are proposed in the Filing Eleven FDP and the corresponding Final Plat. The two home types proposed include rear-loaded and front-loaded single family attached townhomes. The Filing Eleven FDP home types consists of multiple residences that share one (1) or two (2) walls with an adjoining home. Sizes of residences vary in square footage.

The proposed density and land coverage proposed within the Filing Eleven FDP is consistent with the Third Amendment to the Preliminary Development Plan for the Midtown at Clear Creek PUD. Per the approved PDP for Midtown at Clear Creek, the overall number of allowable residential units is 1,208, with a gross density of approximately 6.6 dwelling units per acre. This maximum overall residential unit count may also include the 5-acre school site (if it is not developed as school uses and reverts to residential uses).

Based on planned build-out, the Midtown community will provide open space areas consistent with this type of urban infill development and exceeds the Adams County standards for both passive and active open space requirements.

The proposal meets the Codes and Standards set forth by the PUD and Adams County to create a quality development. This conformance is as follows:

#### 1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.

The Filing Eleven FDP area is an extension of the established block structure, vehicular circulation and landscape treatment constructed in Phase One, Filings Two, Three, Four, Five, Six, Seven, Eight, Nine, and Ten. The Filing Eleven FDP area is located on the east side of Pecos Street, north of 67<sup>th</sup> Avenue, and generally West and north of Filing Ten. Primary access to this FDP area is on West 68<sup>th</sup> Avenue, Navajo Street, W. 67<sup>th</sup> Place, Osage Street and W. 67<sup>th</sup> Avenue.

The Midtown at Clear Creek Filing Eleven plan continues to implement the master plan developed for Midtown and remains consistent with the approved Third Amendment to the Preliminary Development Plan and Adams County development standards and regulations.

**2. The FDP conforms to the P.U.D. standards.**

The Midtown at Clear Creek Filing Eleven FDP conforms to PUD standards. Topics are addressed in detail in the Midtown at Clear Creek Filing Eleven FDP Narrative sections; A. Explanation of the Characteristics of the PUD; B. Potential Impact or Proposed Mitigation on the Surrounding Area, C. Contemplated intensity and Density of Land Use; D. Number, Type, and Size of Buildings or Units, E. Provision for Parking, F. Circulation and Road Patterns and G. Ownership and Maintenance of Common Areas, as well as other relevant issues.

**3. The FDP is consistent with any approved PDP for the property.**

The proposed Midtown at Clear Creek Filing Eleven FDP is generally consistent with the approved Third Amendment to the Preliminary Development Plan for this project which allows a maximum of 1,208 residential dwelling units.

**4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the director of Public Works, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.**

The FDP construction plans are designed to meet the standards included in the approved Third Amendment to the Preliminary Development Plan, or will meet County standards where specific variables are not addressed. The PDP conditions of approval and comments from referral agencies have been considered in the design of the FDP elements. During the review and approval process for this Midtown Filing Eleven FDP, all necessary requirements will be met and approved by all County departments and other referral agencies.



# MIDTOWN AT CLEAR CREEK—FILING NO. 11

CASE NO. PRC  
2018—00018

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 4,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO

## OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000079792 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER QUARTER CORNER OF SAID SECTION 4, MONUMENTED BY A 3—1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, WHENCE THE CENTER—SOUTH SIXTEENTH CORNER OF SAID SECTION 4, MONUMENTED BY A 3—1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX. BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE SOUTH 60°06'28" EAST, A DISTANCE OF 80.74 FEET TO A POINT ON THE SOUTHERLY RIGHT—OF—WAY OF WEST 68TH AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK—FILING NO. 7 A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2016000009355, IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT—OF—WAY OF WEST 68TH AVENUE, SOUTH 89°48'22" EAST, A DISTANCE OF 556.53 FEET TO THE WESTERLY RIGHT—OF—WAY OF NAVAJO STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK—FILING NO. 7;

THENCE ALONG SAID WESTERLY RIGHT—OF—WAY OF NAVAJO STREET, SOUTH 00°16'34" WEST, A DISTANCE OF 219.54 FEET TO THE NORTHERLY RIGHT—OF—WAY OF WEST 67TH PLACE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK—FILING NO. 10 RECORDED AT RECEPTION NO. 2018000004010, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT—OF—WAY OF WEST 67TH PLACE AND THE WESTERLY RIGHT—OF—WAY OF OSAGE STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK—FILING NO. 10 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°43'26" WEST, A DISTANCE OF 209.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 148.50 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 233.26 FEET;
3. TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 370.30 FEET TO THE NORTHERLY RIGHT—OF—WAY OF WEST 67TH AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK—FILING NO. 5 RECORDED AT RECEPTION NO. 2014000091485, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT—OF—WAY OF WEST 67TH AVENUE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 84°33'32" WEST, A DISTANCE OF 22.07 FEET;
2. NORTH 89°43'26" WEST, A DISTANCE OF 175.19 FEET;
3. NORTH 45°07'55" WEST, A DISTANCE OF 25.20 FEET TO THE EASTERLY RIGHT—OF—WAY OF PECOS STREET AS DESCRIBED IN BOOK 3658 AT PAGE 687, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT—OF—WAY OF PECOS STREET, NORTH 00°00'15" EAST, A DISTANCE OF 702.03 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT—OF—WAY, NORTH 45°05'57" EAST, A DISTANCE OF 28.24 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 5.584 ACRES, (243,236 SQUARE FEET), MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF **MIDTOWN AT CLEAR CREEK—FILING NO. 11** AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE EASEMENTS AS SHOWN, FOR PUBLIC UTILITY, CABLE TV AND DETENTION POND AREAS, FLOODWAY AND FLOODPLAIN LIMITS, DRAINAGE AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE COUNTY OF ADAMS.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 201\_\_\_\_.

BY: MIDTOWN LLC, A COLORADO LIMITED LIABILITY COMPANY

\_\_\_\_\_  
NAME AS TITLE

BY: MIDTOWN LLC, A COLORADO LIMITED LIABILITY COMPANY

\_\_\_\_\_  
NAME AS TITLE

## ACKNOWLEDGEMENT

BY: MIDTOWN LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO )  
COUNTY OF \_\_\_\_\_ )SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF

\_\_\_\_\_, A.D. 201\_\_\_\_, BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
MIDTOWN, LLC, A COLORADO LIMITED LIABILITY COMPANY.

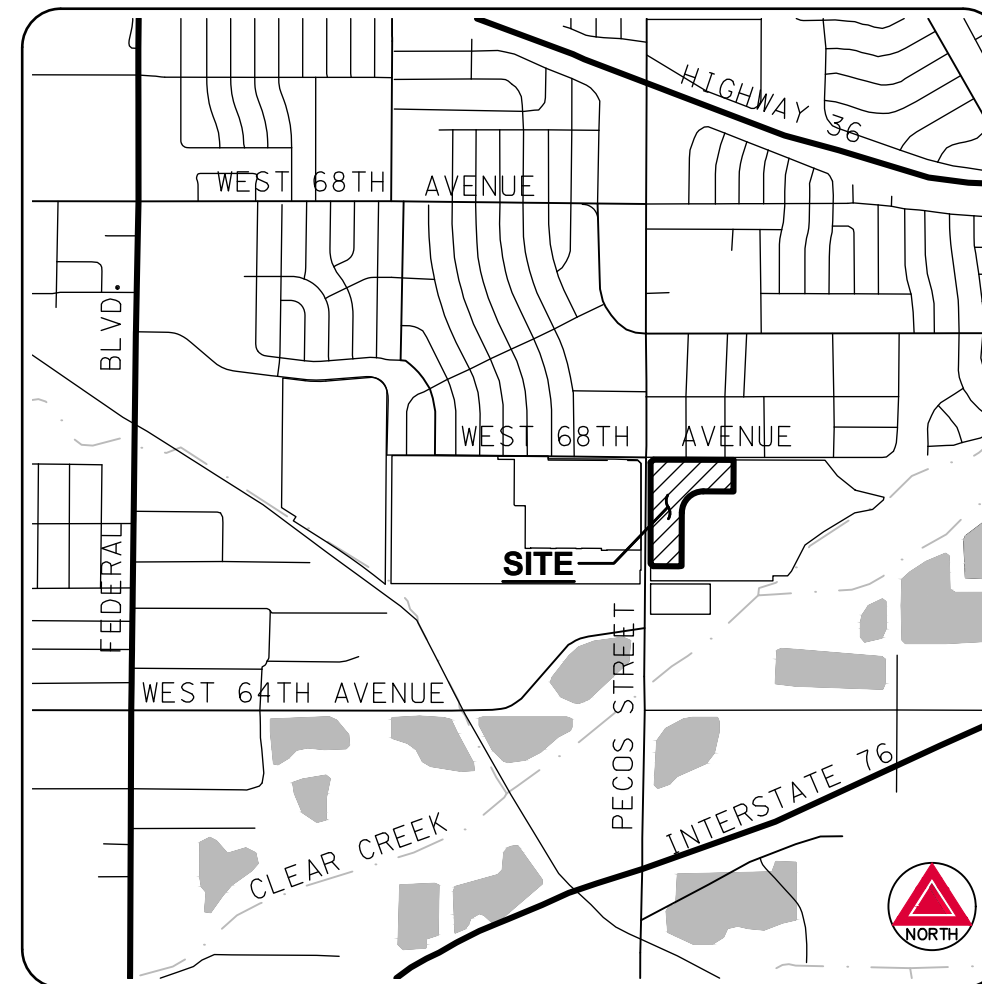
BY \_\_\_\_\_ AS \_\_\_\_\_ OF MIDTOWN, LLC, A COLORADO  
LIMITED LIABILITY COMPANY.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

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

WITNESS MY HAND AND OFFICIAL SEAL:

\_\_\_\_\_  
NOTARY PUBLIC



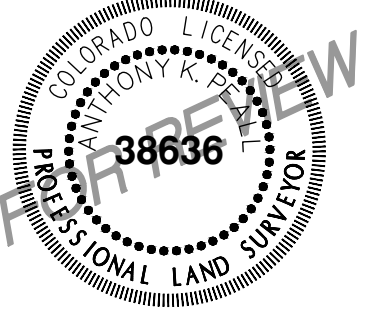
VICINITY MAP  
NOT TO SCALE

TRACT SUMMARY TABLE				
TRACT	AREA (S.F.±)	AREA (A.C.±)	USE	OWNERSHIP & MAINTENANCE
A	423	0.010	LS/DRAINAGE/PA	CCSMD NO. 1
B	10,069	0.231	LS/DRAINAGE/PA	CCSMD NO. 1
C	866	0.020	LS/DRAINAGE/PA	CCSMD NO. 1
D	1,352	0.031	LS/DRAINAGE/PA/UTILITY	CCSMD NO. 1
E	14,309	0.328	PRIVATE DRIVE/ACCESS/UTILITY	CCSMD NO. 1
F	34,944	0.802	LANDSCAPE/ACCESS/UTILITY	CCSMD NO. 1
G	4,134	0.095	LS/DRAINAGE/PA	CCSMD NO. 1
H	2,977	0.068	LS/DRAINAGE/PA	CCSMD NO. 1
I	43,613	1.001	PRIVATE DRIVE/ACCESS/UTILITY	CCSMD NO. 1
TOTAL TRACT AREA	112,686	2.586	CCSMD NO. 1 - CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 1 LS/DRAINAGE/PA = LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS LS/DRAINAGE/PA /DP= LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS, DETENTION POND	
TOTAL LOT AREA	130,550	2.998		
TOTAL AREA	243,236	5.584		

## SURVEYOR'S CERTIFICATE

I, ANTHONY K. PEALL, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

ANTHONY K. PEALL  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38636  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1  
LITTLETON, CO. 80122  
(303) 713-1897



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

**NOTICE:** PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

## ATTORNEY'S CERTIFICATE

I, \_\_\_\_\_, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE BEFORE THE COURTS OF RECORD OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREIN ABOVE INDICATED AND SHOWN UPON THE WITHIN PLATS PUBLIC WAYS AND EASEMENTS AND THAT TITLE TO SUCH LAND IS THE DEDICATOR'S, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF RECORD.

DATED THIS \_\_\_\_ DAY OF, 20\_\_\_\_.

\_\_\_\_\_  
CHAIR

## BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
CHAIR

## CLERK AND RECORDER'S 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 \_\_\_\_\_A.D., 20\_\_\_\_.

COUNTY CLERK AND RECORDER

BY: \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_  
DEPUTY

MIDTOWN AT CLEAR CREEK—FILING NO. 11

CASE NO. PRC  
2018—00018

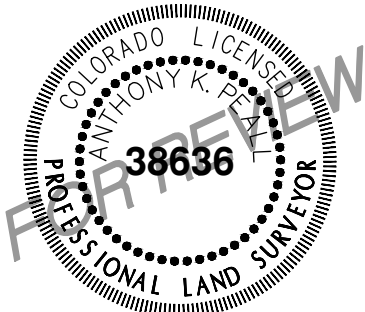
A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 4,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO

NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS MONUMENTED AT THE CENTER QUARTER CORNER OF SAID SECTION 4 BY A 3–1/4" ALUMINUM CAP IN A MONUMENT BOX, STAMPED "PLS 28664", AND AT THE CENTER–SOUTH SIXTEENTH CORNER OF SAID SECTION 4 BY A 3–1/4" ALUMINUM CAP IN A MONUMENT BOX, STAMPED "PLS 23519" SAID LINE BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1324.85 FEET.
2. 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 OR WITHIN EASEMENTS OR AS DEFINED BY LICENSE AGREEMENTS PROVIDED FOR SAID STORM DRAINAGE FACILITIES, 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 COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS THEIR SUCCESSORS OR ASSIGNS.
3. ANY PERSON WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY PUBLIC LAND SURVEY MONUMENT, AS DEFINED BY SECTION 38–53–103 (18), C.R.S., OR CONTROL CORNER, AS DEFINED IN SECTION 38–53–103 (6), C.R.S., OR A RESTORATION OF ANY SUCH MONUMENT OR WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY BEARING TREE KNOWING SUCH IS A BEARING TREE OR OTHER ACCESSORY, AS DEFINED BY SECTION 38–53–103 (1), C.R.S., EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT OR ACCESSORY IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT OR ACCESSORY REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S.
4. AZTEC CONSULTANTS, INC. HAS RELIED UPON THE PROPERTY INFORMATION BINDER ORDER NUMBER ABC70596111 PREPARED BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE SEPTEMBER 05, 2018 AT 5:00 P.M., FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS–OF–WAY ACROSS THESE PREMISES. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR APPLICABLE EASEMENTS AND RIGHTS–OF–WAY.
5. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
6. 6–FOOT WIDE UTILITY EASEMENTS AS SHOWN HERE ON, ARE DEDICATED FOR ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATIONS FACILITIES. THE HOME OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE WITHIN THE EASEMENT EXCEPT THAT PORTION WITHIN THE PRIVATE ALLEY TRACT WHERE APPLICABLE.
7. THE PRIVATE ALLEY TRACTS WILL BE MAINTAINED BY CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 1. THESE UTILITY EASEMENTS ARE 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 ARE HEREBY GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS AND ALLEYS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS 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 GRANTEES, MAY REMOVE INTERFERING OBJECTS AT NO COST TO GRANTEE, INCLUDING, WITHOUT LIMITATION, VEGETATION. WET UTILITIES (WATER, SANITARY SEWER, AND/OR STORM SEWER) SHALL CROSS DRY UTILITY EASEMENTS AT NEAR RIGHT ANGLES.
8. THE CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 1 (‘CCSMD’) IS RESPONSIBLE FOR THE ENFORCEMENT OF LANDSCAPE MAINTENANCE REQUIREMENTS. THROUGH CCSMD, A DRC (DESIGN REVIEW COMMITTEE) WILL REVIEW PRIVATE OPEN SPACE DESIGN FOR COMPATIBILITY. PRIVATE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR PROPERTY AS WELL AS ADJACENT TREE LAWN AREA(S). MAINTENANCE OF THE TREE LAWN ALONG PECOS ST. WILL BE MAINTAINED BY THE CCSMD. THE COUNTY, ITS SUCCESSOR OR ASSIGNS SHALL BE RESPONSIBLE FOR MAINTAINING ALL LOCAL STREETS, COLLECTOR STREETS AND ARTERIAL STREETS (PECOS STREET). HOMEOWNER OF LAND ABUTTING A CONSTRUCTED PUBLIC RIGHT–OF–WAY IS RESPONSIBLE FOR MAINTENANCE OF CURB, GUTTER, AND SIDEWALK ALONG THE RIGHT–OF–WAY ABUTTING HIS PROPERTY INCLUDING SNOW REMOVAL FOR PEDESTRIAN ACCESS.
9. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 08001C0584H WITH AN EFFECTIVE DATE OF MARCH 5, 2007 A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE X, BEING DEFINED AS "OTHER AREAS ... DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD".
10. ALL PRIVATE STORM SEWER AND AREA DRAIN SYSTEMS THAT ORIGINATE WITHIN A PRIVATE LOT OR PRIVATELY OWNED TRACT AND OUTFALL TO A PUBLIC STORM SEWER MAIN LOCATED WITHIN THE PUBLIC RIGHT–OF–WAY, ARE TO BE OWNED AND MAINTAINED BY THE CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 1. THE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR THESE PRIVATE STORM SEWERS SHALL BE UP TO AND INCLUDING THE CONNECTION POINT TO THE PUBLIC STORM SEWER WITHIN THE PUBLIC RIGHT–OF–WAY. THE CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 1 ITS SUCCESSORS OR ASSIGNS SHALL SECURE APPLICABLE PERMITS FOR WORK WITHIN THE ADAMS COUNTY RIGHT–OF–WAY WHENEVER MAINTENANCE IS WITHIN THE PUBLIC RIGHT–OF–WAY.
11. ACCESS AND UTILITY EASEMENTS ARE HEREBY GRANTED BY THIS PLAT OVER AND ACROSS ALL OF TRACTS E AND I.
12. THE APPROVED STORMWATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER’S OFFICE AT RECEPTION NO. 2017000109135.
13. THE PROPERTY DESCRIBED WITHIN THIS PLAT IS SUBJECT TO A BLANKET EASEMENT AS DESCRIBED IN GROUNDWATER EASEMENT RECORDED UNDER REC. NO. 2007000079794.
14. THE PROPERTY DESCRIBED WITHIN THIS PLAT IS SUBJECT TO A BLANKET EASEMENT AS DESCRIBED IN SEEP WATER REMEDIATION SYSTEM EASEMENT RECORDED UNDER REC. NO. 2007000079795.
15. THE PROPERTY DESCRIBED WITHIN THIS PLAT IS SUBJECT TO A BLANKET ACCESS EASEMENT AS DESCRIBED IN LIMITED ACCESS AGREEMENT AND EASEMENT, RECORDED UNDER REC. NO. 2007000080311 AND 2007000080312.
16. THE PROPERTY DESCRIBED WITHIN THIS PLAT IS SUBJECT TO BLANKET EASEMENTS AS DESCRIBED IN DECLARATION OF EASEMENTS AND MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS FOR MIDTOWN, RECORDED UNDER REC. NO. 2013000055284.

ADDRESS TABLE

BLOCK 1		BLOCK 1		BLOCK 1	
LOT	ADDRESS	LOT	ADDRESS	LOT	ADDRESS
1	X	25		49	
2		26		50	
3		27		51	
4		28		52	
5		29		53	
6		30		54	
7		31		55	
8		32		56	
9		33		57	
10		34		58	
11		35		59	
12		36		60	
13		37		61	
14		38		62	
15		39		63	
16		40		64	
17		41		65	
18		42		66	
19		43		67	
20		44		68	
21		45		69	
22		46		70	
23		47		71	
24		48		72	

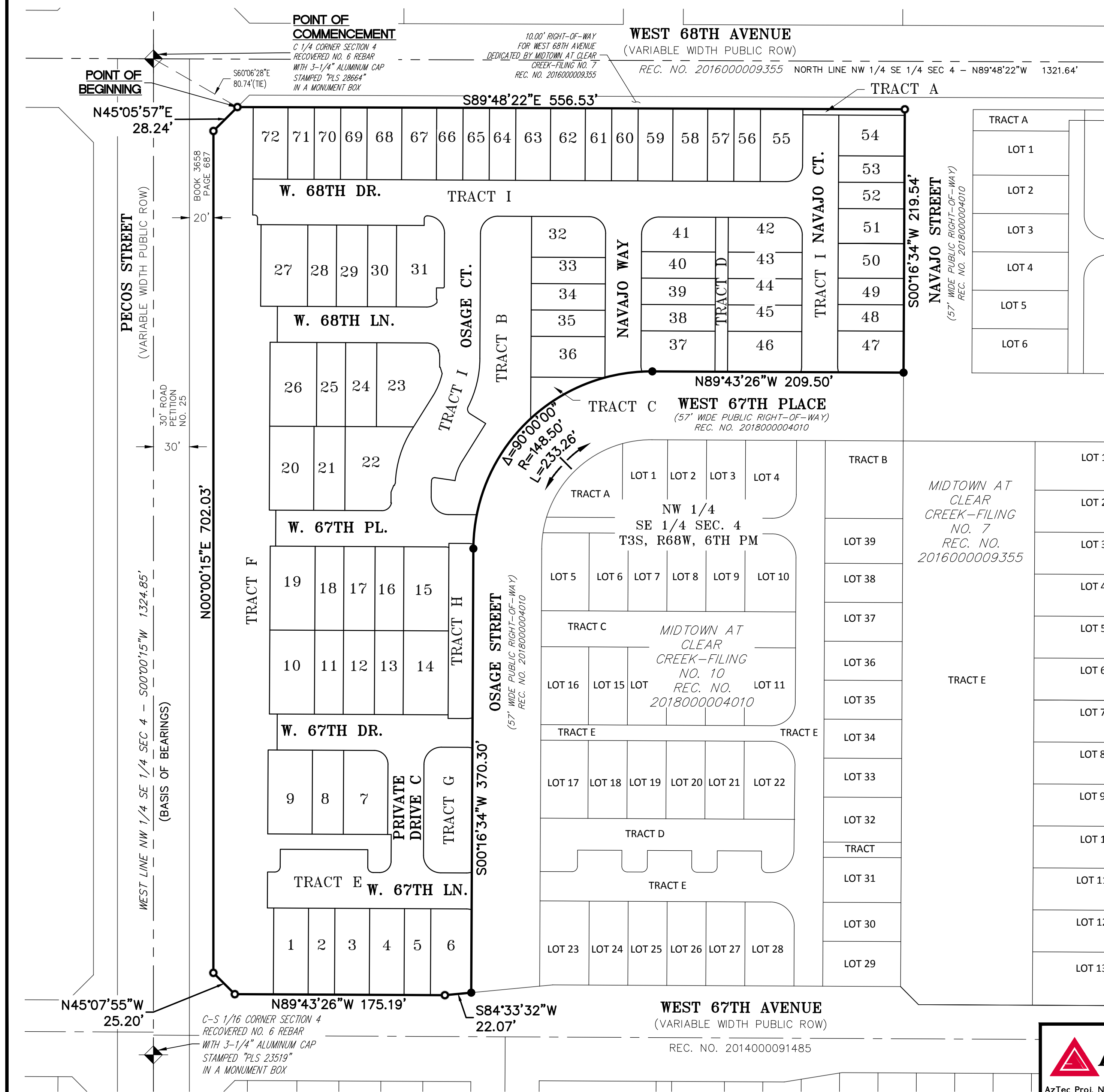


FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC



CASE NO. PRC  
2018-00018

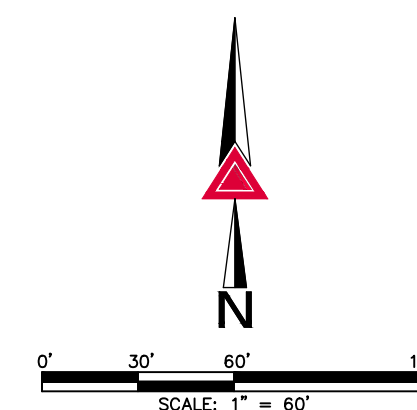
C-E 1/16 CORNER SECTION 4  
RECOVERED NO. 6 REBAR  
WITH 3-1/4" ALUMINUM CAP  
STAMPED "PLS 26970"  
IN A MONUMENT BOX



### LEGEND

- RECOVERED P.L.S.S. CORNER  
STAMPED AS NOTED
- SET NO. 5 REBAR WITH 1-1/4"  
ORANGE PLASTIC CAP STAMPED  
"AZTEC PLS 38064"
- RECOVERED NO. 5 REBAR WITH  
1-1/4" ORANGE PLASTIC CAP  
STAMPED "AZTEC PLS 38064"

ROW RIGHT-OF-WAY



FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.



300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
[www.azteconsultants.com](http://www.azteconsultants.com)  
Drawn By: RDR

DATE OF PREPARATION:	2018-10-09
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SCALE:	1"=60'
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SHEET 3 OF 5

AzTec Proj. No.: 54818-35



CASE NO. PRC  
2018-00018

CASE NO. PRC  
2018-00018

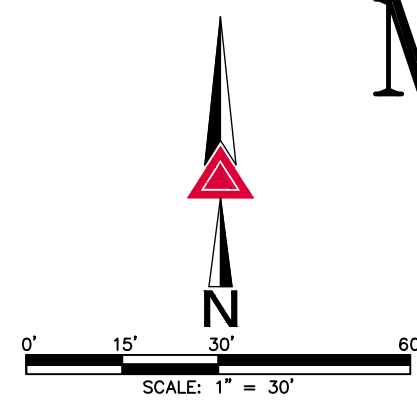




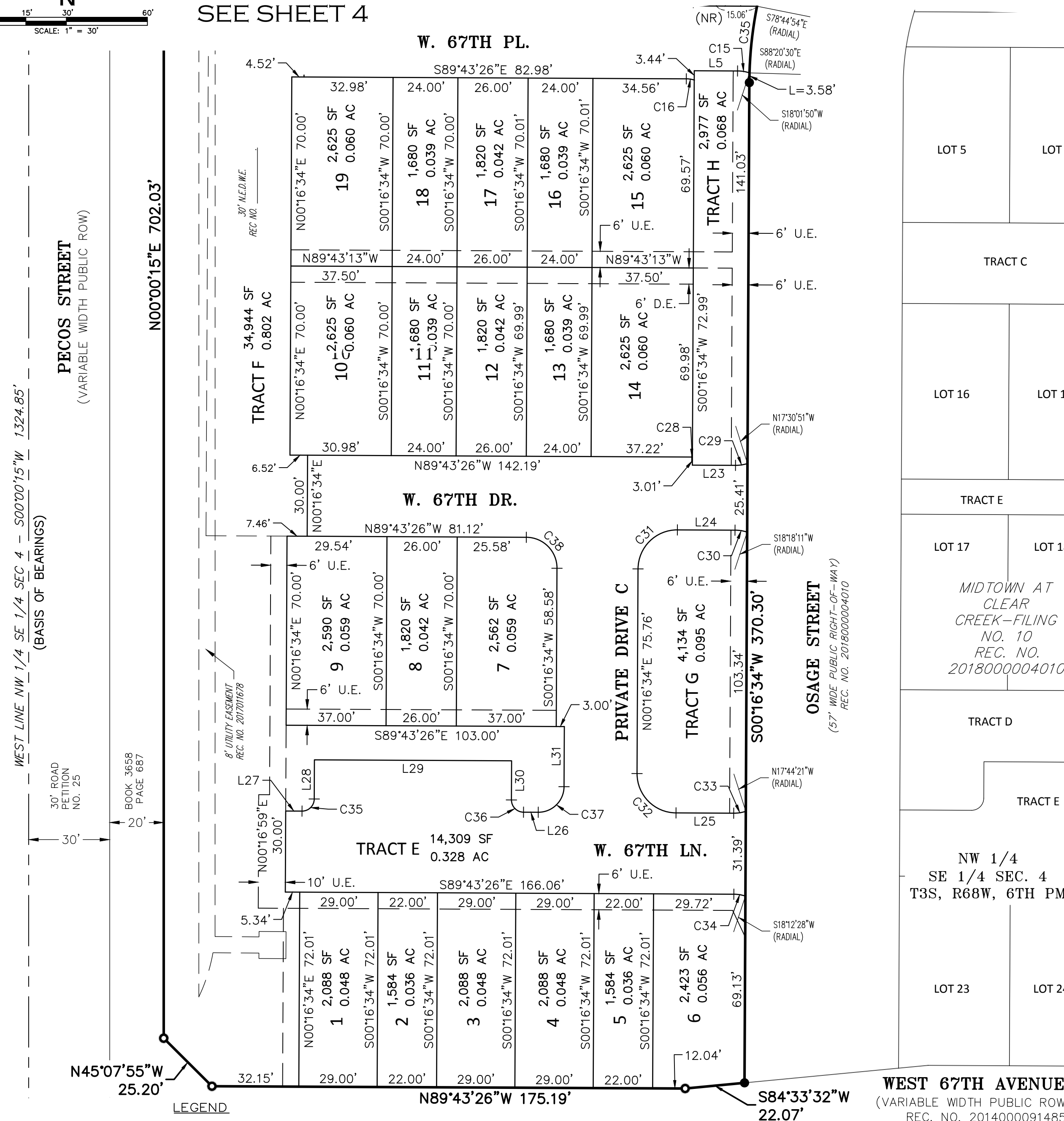
# MIDTOWN AT CLEAR CREEK—FILING NO. 11

CASE NO. PRC  
2018-00018

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 4,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 4



PECOS STREET  
(VARIABLE WIDTH PUBLIC ROW)

WEST LINE NW 1/4 SEC 4 - S00°00'15\"W 1324.85'  
(BASIS OF BEARINGS)

30' ROAD  
PETITION  
NO. 25

BOOK 3658  
PAGE 687

N45°07'55\"W  
25.20'

LEGEND

- SET NO. 5 REBAR WITH 1-1/4\" PINK PLASTIC CAP STAMPED \"AZTEC PLS 38636\"
- RECOVERED NO. 5 REBAR WITH 1-1/4\" ORANGE PLASTIC CAP STAMPED \"AZTEC PLS 38064\"

U.E. UTILITY EASEMENT  
N.E.D.W.E. 30' NON-EXCLUSIVE DENVER WATER EASEMENT

WEST 67TH AVENUE  
(VARIABLE WIDTH PUBLIC ROW)  
REC. NO. 2014000091485

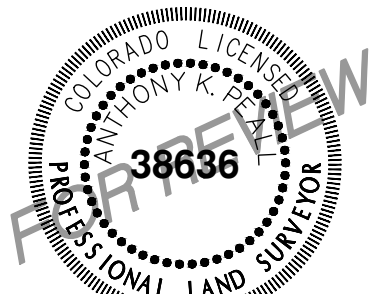
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	13.87'	21.79'
C2	20°03'19"	13.92'	4.87'
C3	18°45'37"	13.92'	4.56'
C4	90°00'00"	14.50'	22.78'
C5	90°00'00"	14.50'	22.78'
C6	20°03'56"	13.92'	4.87'
C7	90°00'00"	13.92'	21.86'
C8	90°00'00"	14.50'	22.78'
C9	26°42'48"	90.00'	41.96'
C10	84°57'42"	4.50'	6.67'
C11	24°20'01"	40.50'	17.20'
C12	92°50'32"	2.50'	4.06'
C13	4°55'52"	62.47'	5.38'
C14	90°00'00"	14.50'	22.78'
C15	17°45'16"	14.50'	4.49'
C16	17°03'44"	10.00'	2.98'
C17	82°31'48"	8.03'	11.56'
C18	11°31'55"	7.50'	1.51'
C19	29°50'08"	90.00'	46.87'
C20	19°22'13"	60.00'	20.28'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C21	28°55'50"	11.00'	5.55'
C22	62°26'14"	11.50'	12.53'
C23	47°39'41"	11.50'	9.57'
C24	90°00'00"	1.00'	1.57'
C25	90°00'00"	14.50'	22.78'
C26	90°00'00"	2.50'	3.93'
C27	90°00'00"	2.50'	3.93'
C28	3°13'45"	5.00'	0.28'
C29	17°47'25"	14.50'	4.50'
C30	18°04'36"	14.50'	4.57'
C31	90°00'00"	14.50'	22.78'
C32	90°00'00"	14.50'	22.78'
C33	18°00'55"	14.50'	4.56'
C34	17°55'54"	13.92'	4.36'
C35	9°35'36"	148.50'	24.86'
C36	90°00'04"	4.50'	7.07'
C37	90°00'00"	9.50'	14.92'
C38	90°00'00"	11.42'	17.94'
C39	36°02'26"	148.50'	93.41'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°58'20\"W	15.37'
L2	S81°35'55\"E	16.92'
L3	N00°16'34\"E	8.61'
L4	S89°43'26\"E	23.59'
L5	S89°43'26\"E	16.02'
L6	S89°43'26\"E	0.51'
L7	S00°16'31\"W	7.60'
L8	S22°02'56\"W	6.02'
L9	N67°56'57\"W	0.50'
L10	S22°05'38\"W	2.29'
L11	S32°01'40\"W	30.44'
L12	S16°56'30\"E	5.47'
L13	N89°43'26\"W	0.50'
L14	N00°16'34\"E	8.68'
L15	N89°43'26\"W	0.57'
L16	S00°16'34\"W	2.75'
L17	N89°43'26\"E	0.50'
L18	S00°16'34\"W	9.50'
L19	N89°43'26\"W	5.50'
L20	N00°16'34\"E	5.50'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S00°16'34\"W	5.50'
L22	S89°43'26\"E	1.50'
L23	N89°43'26\"W	15.97'
L24	S89°43'26\"E	21.34'
L25	N89°43'26\"W	21.35'
L26	S89°43'26\"E	5.46'
L27	S89°43'26\"E	6.04'
L28	N00°16'34\"E	14.50'
L29	S89°43'26\"E	73.00'
L30	S00°16'34\"W	14.50'
L31	N00°16'34\"E	22.26'
L32	S34°58'40\"E	20.91'
L33	S00°16'34\"W	7.93'
L34	N89°43'26\"W	10.00'
L35	S00°16'34\"W	8.00'
L36	N00°16'34\"E	5.36'
L37	S89°43'26\"E	7.97'
L38	S78°58'43\"E	5.00'
L39	S60°43'38\"E	4.69'
L40	N89°43'26\"W	9.49'

LINE TABLE		
LINE	BEARING	LENGTH
L41	S00°16'34\"W	5.00'
L42	S55°16'34\"W	13.95'
L43	N90°00'00\"E	8.00'
L44	S00°16'34\"W	10.00'
L45	N90°00'00\"W	8.00'



FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

**Aztec**  
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
[www.aztecconsultants.com](http://www.aztecconsultants.com)

AzTec Proj. No.: 54818-35  
Drawn By: RDR

DATE OF PREPARATION:	2018-10-09
SCALE:	1"=30'
SHEET 5 OF 5	

CERTIFICATE OF OWNERSHIP

Midtown, LLC, being an owner of Midtown at Clear Creek - Filing No.11, located in the County of Adams, State of Colorado, hereby submit this Planned Unit Development - Final Development Plan and agrees to perform under the terms noted hereon.

OWNER: \_\_\_\_\_

\_\_\_\_\_

State: \_\_\_\_\_.

County: \_\_\_\_\_.

City: \_\_\_\_\_.

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Notary Public \_\_\_\_\_

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

Clear Creek Station Metropolitan District No. 1, being an owner of Midtown at Clear Creek - Filing No.6, located in the County of Adams, State of Colorado, hereby submit this Planned Unit Development - Final Development Plan and agrees to perform under the terms noted hereon.

OWNER: \_\_\_\_\_

\_\_\_\_\_

State: \_\_\_\_\_.

County: \_\_\_\_\_.

City: \_\_\_\_\_.

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Notary Public \_\_\_\_\_

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

BOARD OF COUNTY COMMISSIONERS APPROVAL

Approved by the Adams County Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_

Chair

CERTIFICATE OF THE CLERK AND RECORDER

This Final Development Plan 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 \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_

County Clerk and Recorder

By Deputy: \_\_\_\_\_

STAFF REVIEW

Approved as to form by:

\_\_\_\_\_

Community and Economic Development

\_\_\_\_\_

County Attorney

File Number \_\_\_\_\_.

Map Number \_\_\_\_\_.

Registration Number \_\_\_\_\_.

ADDITIONS AND DELETIONS

The following Additions and Deletions in the PUD were made by the Board of County Commissioners at the time of approval.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MIDTOWN

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN FILING ELEVEN

LAND OWNERS

**Midtown, LLC**  
6465 S. Greenwood Plaza Blvd.  
Suite 700  
Centennial, CO 80111  
Contact: Chris Petro  
303-706-9451

APPLICANT

**Midtown, LLC**  
6465 S. Greenwood Plaza Blvd.  
Suite 700  
Centennial, CO 80111  
Contact: Chris Petro  
303-706-9451

PREPARERS

**ENGINEER**  
**Redland**  
1500 West Canal Court  
Littleton, CO 80120  
Contact: Mike Pietschmann  
720-283-6783

PREPARERS

**PLANNER**  
**Norris Design**  
1101 Bannock Street  
Denver, CO 80204  
Contact: Eva Mather  
303-892-1166

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000079792 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER QUARTER CORNER OF SAID SECTION 4, MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, WHENCE THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX. BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE SOUTH 60°06'28" EAST, A DISTANCE OF 80.74 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7 A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2016000009355, IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WEST 68<sup>TH</sup> AVENUE, SOUTH 89°48'22" EAST, A DISTANCE OF 556.53 FEET TO THE WESTERLY RIGHT-OF-WAY OF NAVAJO STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF NAVAJO STREET, SOUTH 00°16'34" WEST, A DISTANCE OF 219.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67<sup>TH</sup> PLACE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 10 RECORDED AT RECEPTION NO. 2018000004010, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF WEST 67<sup>TH</sup> PLACE AND THE WESTERLY RIGHT-OF-WAY OF OSAGE STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 10 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°43'26" WEST, A DISTANCE OF 209.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 148.50 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 233.26 FEET;
3. TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 370.30 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67<sup>TH</sup> AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 5 RECORDED AT RECEPTION NO. 2014000091485, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF WEST 67<sup>TH</sup> AVENUE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 84°33'32" WEST, A DISTANCE OF 22.07 FEET;
2. NORTH 89°43'26" WEST, A DISTANCE OF 175.19 FEET;
3. NORTH 45°07'55" WEST, A DISTANCE OF 25.20 FEET TO THE EASTERLY RIGHT-OF-WAY OF PECOS STREET AS DESCRIBED IN BOOK 3658 AT PAGE 687, IN SAID RECORDS;

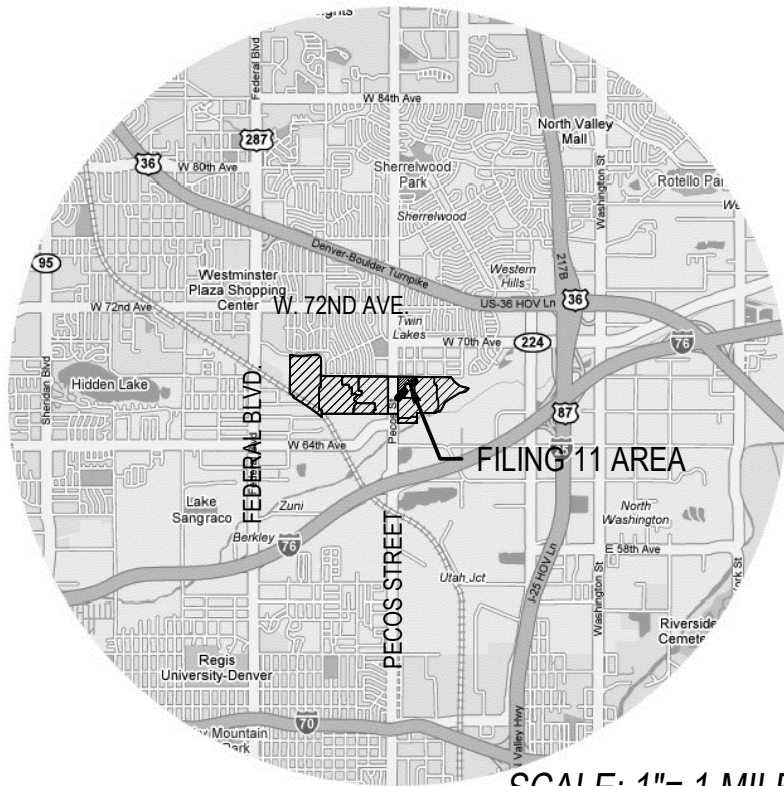
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF PECOS STREET, NORTH 00°00'15" EAST, A DISTANCE OF 702.03 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 45°05'57" EAST, A DISTANCE OF 28.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 5.584 ACRES, (243,236 SQUARE FEET), MORE OR LESS.

Case Number \_\_\_\_\_

VICINITY MAP



SCALE: 1"= 1 MILE

SHEET INDEX-PUD-FDP

- SHEET 1 COVER SHEET
- SHEET 2 WRITTEN NARRATIVE
- SHEET 3 SITE PLAN
- SHEET 4 LANDSCAPE SITE PLAN
- SHEET 5 LANDSCAPE SITE PLAN
- SHEET 6 LANDSCAPE SITE PLAN
- SHEET 7 LANDSCAPE INSTALLATION MAINTENANCE
- SHEET 8 LANDSCAPE PLANT LIST
- SHEET 9 LANDSCAPE TYPICALS
- SHEET 10 LANDSCAPE TYPICALS
- SHEET 11 ARCHITECTURAL STANDARDS
- SHEET 12 ARCHITECTURAL STANDARDS
- SHEET 13 LANDSCAPE DETAILS
- SHEET 14 LANDSCAPE DETAIL
- SHEET 15 LANDSCAPE DETAILS
- SHEET 16 LANDSCAPE DETAILS

Sheet Title

COVER  
SHEET

Sheet Number

1 OF 18

**Brookfield Residential**

6465 S. Greenwood Plaza Blvd., Suite 700  
Centennial, CO 80111  
303-706-9451

**REDLAND**  
Where Great Places Begin  
1500 West Canal Court  
Littleton, Colorado 80120  
720-283-6783

**NORRIS DESIGN**  
Planning | Landscape Architecture | Branding  
1101 Bannock Street  
Denver, Colorado 80204  
P 303.892.1166  
www.norris-design.com

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Denver, Colorado 80204  
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**MIDTOWN AT CLEAR CREEK**  
**FINAL DEVELOPMENT PLAN - FILING ELEVEN**  
ADAMS COUNTY, COLORADO

Issue Date

09 / 14 / 2018

Revision Date

12 / 21 / 2018

NOT FOR  
CONSTRUCTION



NARRATIVE

A. Explanation of the Characteristics of the PUD

The Filing Eleven Final Development Plan (FDP) area at Midtown at Clear Creek is comprised of approximately 5.584 acres, consisting of 72 single-family townhome lots designated for two housing product types. The intent of the Filing Eleven FDP is to entitle 25 front-loaded townhomes, and 47 rear-loaded townhomes for this application.

The open space improvements in this FDP include streetscapes and a pocket park that facilitate passive uses and gathering space.

This FDP is located on the east side of Pecos Street, north of West 67th Avenue, south of West 68th Avenue and generally west and north of Filing Ten. Primary access to this FDP area is from W. 67th Place and Navajo Street, as well as W. 67th Avenue and Osage Street. The Filing Eleven FDP area is an extension of the established block structure, vehicular circulation and landscape treatment approved and constructed in Phase One, Filing Two, Filing Three, Filing Four, Filing Five, Filing Six, Filing Seven, Filing Eight, Filing Nine, and Filing Ten.

B. Potential Impact or Proposed Mitigation on the Surrounding Area

This FDP is generally consistent with the approved Third Amendment to the Preliminary Development Plan. The complete Midtown at Clear Creek PUD is comprised of approximately 181.8 acres. Incorporated into the overall community vision is a local commercial / mixed-use area, a variety of residential home types and a system of open space, parks and trails which includes a dedicated open space area. As future transit / rail opportunities are implemented by RTD and the Fast Tracks programs, the community will have even more convenient access to major transportation corridors in the Denver Metro Area.

C. Contemplated Intensity and Density of Land Use

72 single-family attached lots are proposed in the Filing Eleven FDP and the corresponding Final Plat. The proposed density and land coverage is consistent with the Third Amendment to the Preliminary Development Plan for the Midtown at Clear Creek PUD.

Per the approved PDP for Midtown at Clear Creek, the overall number of allowable residential units is 1,208 with a gross density of approximately 6.7 dwelling units per acre. This maximum overall residential unit count may also include the commercial/mixed-use area (if it is not developed with retail uses).

Based on planned build-out, the Midtown community will provide open space areas consistent with this type of urban infill development and meets or exceeds the Adams County standards for open space requirements.

D. Number, Type, and Size of Buildings and/or Units

72 single-family attached residential lots are proposed in the Filing Eleven FDP and the corresponding Final Plat. One rear-loaded home type, and one front-loaded home type are proposed in the Filing Eleven FDP, refer to Sheets 9-10 for the lot typical and refer to Sheet 12 for the setback and building height restriction standards. The following description is the home type proposed in the Filing Eleven FDP:

Single Family Rear-loaded Townhome

Consists of multiple residences that share one (1) or two (2) walls with an adjoining home. These residences have front porches that front onto a pedestrian street or courtyard and alley accessed garages in the rear. Sizes of residences vary in square footage.

Refer to Detail A on Architectural Standards Sheet 11. Refer to Sheet 12 for the setback and building height restriction standards as established in the approved Third Amendment to the Preliminary Development Plan.

Single Family Front-loaded Townhome

Consists of multiple residences that share one (1) or two (2) walls with an adjoining home. These residences front onto a private drive. Sizes of residences vary in square footage.

Refer to Detail B on Architectural Standards Sheet 11. Refer to Sheet 12 for the setback and building height restriction standards as established in the approved Third Amendment to the Preliminary Development Plan.

E. Provisions for Parking

The parking plan shall accommodate a minimum of 2.5 parking spaces per dwelling unit overall. Overall quantity of parking spaces provided within Midtown exceed the minimum parking requirement. Alleys and private drives will be used to access garages and parking for the homes in this FDP. 30-foot wide fire access alleys are for passenger vehicles, garbage truck access, and fire access only and allow for alley-accessed garages. Each

home will provide a minimum of two (2) off-street parking spaces. Parallel parking is not allowed between the garage and paved alley in fire access alleys. Refer to Architectural Standards on sheets 11. The parking summary is located on Sheet 3.

F. Circulation and Road Patterns

To help ensure a pedestrian-friendly environment, the planned circulation patterns allow for distribution and disbursement of internal traffic through the development. The vehicular road pattern for the Midtown community will integrate the existing and proposed roadway systems. A signalized intersection at West 67th Avenue moves motorists through the central West 67th Avenue corridor and away from the existing neighborhood and 68th Avenue. All streets meet the standards included in Third Amendment to the Preliminary Development Plan.

G. Ownership and Maintenance of Common Areas

All common areas will be maintained by the Clear Creek Station Metropolitan District No. 1 ("CCSMD"). CCSMD is responsible for the enforcement of landscape maintenance requirements. Through the CCSMD, a DRC (Design Review Committee) will review private open space design for compatibility. Private lot owners shall be responsible for the maintenance of their property as well as adjacent tree lawn area(s). The County, its successor or assigns shall be responsible for maintaining all local streets, collector streets, and arterial streets (Pecos Street) after dedication, construction, and acceptance has been granted. Homeowner of land abutting a constructed public right-of-way is responsible for maintenance of curb, gutter, and sidewalk along the right-of-way abutting his property including snow removal for pedestrian access. Alleys and private drives shall be privately maintained by CCSMD. Dog stations will be maintained by CCSMD.

H. Type, Location, Examples of Copy and Construction of Signs

Entry Monuments at Midtown are located at key intersections and crossings. This FDP includes one new entry monumentation at the northeast corner of West 68th Avenue and Pecos Street.

I. Type and Allocation of All Uses Including Permitted Uses, Uses Permitted After Amendment to the PUD and Prohibited Uses

The design intent for Midtown at Clear Creek is to create a mixed-use infill community that includes a variety of home types. This FDP area includes single-family attached homes. In keeping with the Traditional Neighborhood Development concept, the Filing Eleven FDP area layout has a grid form and includes both a rear-loaded product type, and a front-loaded product type. This FDP also includes open space tracts and landscaped tree lawns.

J. Location and Types of Landscaping and Maintenance Provisions

The approved Midtown at Clear Creek PUD includes a variety of parks and open spaces strategically located throughout the community. This FDP includes streetscape landscape, a pocket park, and various landscape tracts. Landscape Tracts shall be maintained by the CCSMD. Tree lawns adjacent to private lots will be installed by homeowner or builder and maintained by the homeowner.

K. Description of Building Envelopes Including Square Footage and/or Number of Units, Minimum Building Setback(s), Height, and General External Characteristics

Building setbacks are based on development standards included in the Third Amendment to the Preliminary Development Plan. Sheets 11 and 12 of this FDP further describes lot and building standards.

Typical lot sizes for the front-loaded townhome range between approximately 1,680 sf to 3,425 sf, and typical lot sizes for the rear-loaded townhomes range between approximately 1,210 sf to 2,425 sf. These are anticipated ranges and actual lots may be constructed that fall slightly outside of this estimated range to respond to final design of homes.

Architectural design allows for incorporation of a variety of architectural styles from contemporary to more regional styles such as craftsman or prairie. Please refer to Sheet 11 in this FDP, the architectural standard sheet included in the approved Third Amendment to the Preliminary Development Plan, and the Design Guidelines for additional information. All community development on the property should comply with these standards when they are adopted by the Design Review Committee.

L. Covenants to be Imposed on the PUD

Architectural and landscape design guidelines have been developed for Midtown. All builders and homeowners will be required to go through the DRC. The County shall not approve a building permit until DRC approval is obtained. Development standards for

setbacks, unit / lot configurations, and other controlling provisions have been included in the approved Third Amendment to the Preliminary Development Plan and this FDP.

M. Additional Controls such as an Architectural Control Committee of a Property Owner's Association

The community will have a Metropolitan District that will create a Design Review Committee (DRC) that will enforce design standards through Declaration of Easements and Master Architectural and Maintenance Standards for Midtown. All architectural styles of proposed buildings shall require approval by the Design Review Committee overseen by the CCSMD and shall be consistent with the design guidelines for this community, subject to planning director approval for overall architectural intent.

N. Utilization and Location of any Outdoor Signage

All proposed marketing / temporary signage will be submitted for approval and meet County signage standards and ordinances.

O. Utility Services

North Pecos Water and Sanitation District have indicated they have adequate capability to serve this property with both water and sanitary sewer. Xcel Energy will provide gas and electric services to the property. Appropriate easements for associated improvements and utility lines are included on the Filing Eleven Subdivision Final Plat.

P. Estimated Time Table for Development

The estimated length of time for build-out of the Filing Eleven FDP area of Midtown is two (2) years, beginning in the spring of 2019. Full build-out for the Midtown neighborhoods is approximately five (5) to fifteen (15) years.

Q. Any other Pertinent Factors Concerning the Development

Southwest Adams County Fire District will service Midtown property east of Pecos Street, including the Filing Eleven FDP area.

R. Definitions

Alley Loaded / Rear Loaded Garage: A garage with the vehicular door access located onto an alley located at the rear (or sometimes side) of the lot.

Front Loaded Garage: A garage with the vehicular door access located onto street Right of Way located at the front of the lot.

S. Staging:

The residential lots in this FDP are planned to be constructed in one (1) stage.

Sheet Title

WRITTEN  
NARRATIVE

Sheet Number

2 OF 18

Brookfield  
Residential

6465 S. Greenwood Plaza Blvd., Suite 700  
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FINAL DEVELOPMENT PLAN - FILING ELEVEN  
ADAMS COUNTY, COLORADO

Issue Date

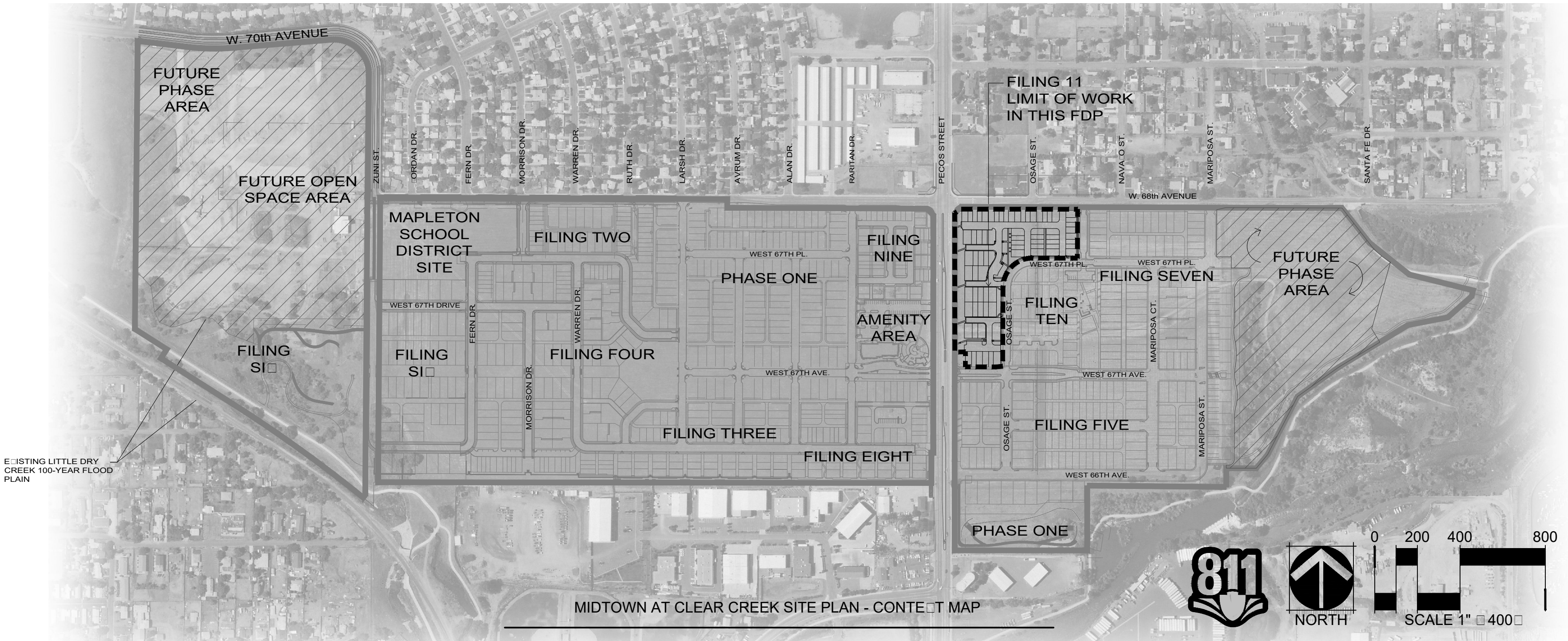
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Revision Date

12 / 21 / 2018

NOT FOR  
CONSTRUCTION





LEGEND

- MIDTOWN PROPERTY BOUNDARY
- - - LIMIT OF WORK IN THIS FDP

DEVELOPMENT AREA

FILING 11 AREA	5.584 ACRES
TOTAL DEVELOPMENT ALL PHASES	181.8 ACRES
	1,208 MA <sup>2</sup> UNITS

LOT SUMMARY

LOT TYPE	QUANTITY
(A) REAR-LOADED TOWNHOME	47
(B) FRONT-LOADED TOWNHOME	25
TOTAL	72

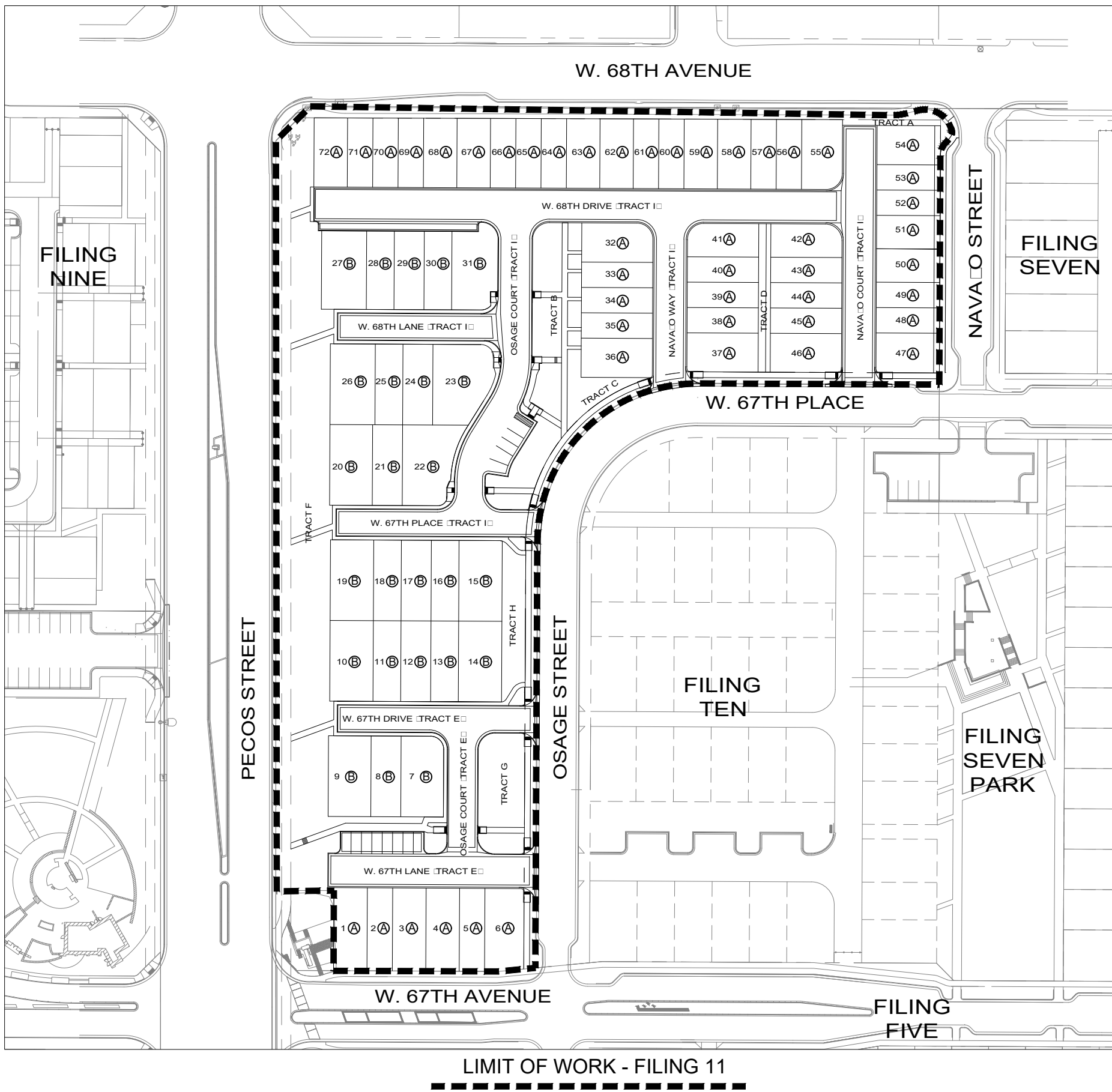
NOTES:  
1. HOUSING VARIETY AND SETBACK DIAGRAMS: REFER TO SHEETS 10-11 FOR LOT TYPE DETAILS.

PARKING COUNT

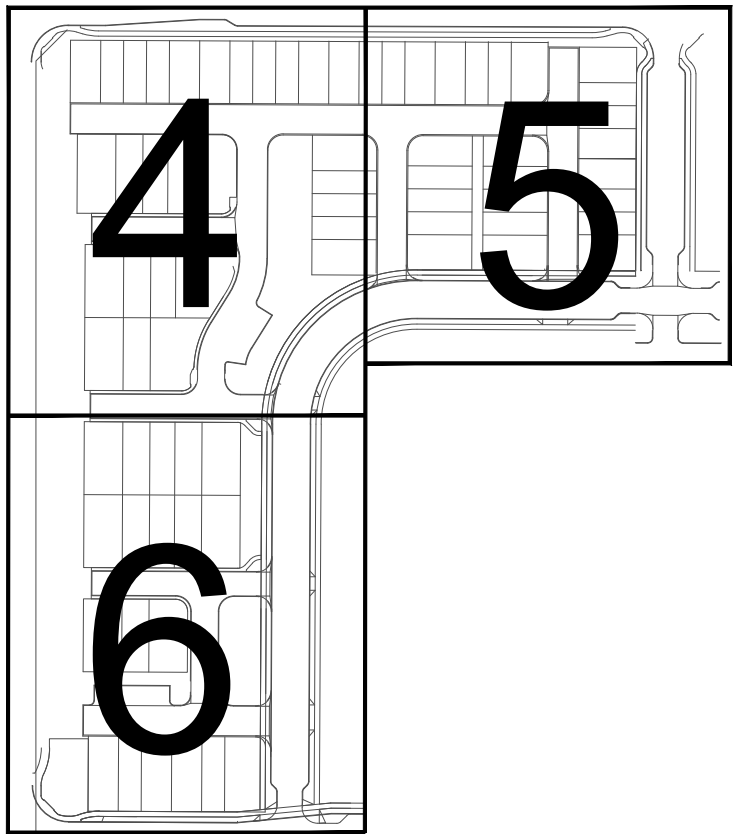
DESCRIPTION	LOTS & BLOCKS	QUANTITY
(A) REAR-LOADED TOWNHOME WITHOUT DRIVEWAY PARKING SPACES	LOTS 1,3,4,6, and 32-72, BLOCK 1 (45 DWELLING UNITS)	90 SPACES (2 SPACES PER UNIT)
(A) REAR-LOADED TOWNHOME WITH HEAD-IN PARKING SPACES	LOTS 2 and 5, BLOCK 1 (2 DWELLING UNITS)	8 SPACES (4 SPACES PER UNIT)
(B) FRONT-LOADED TOWNHOME WITHOUT DRIVEWAY PARKING SPACES	LOTS 7,9-11,13-16,18-20, 22,23,25-28,30 and 31,BLOCK 1 (19 DWELLING UNITS)	38 SPACES (2 SPACES PER UNIT)
(B) FRONT-LOADED TOWNHOME WITH HEAD-IN DRIVEWAY PARKING SPACES	LOTS 8, 12, 17, 21, 24, and 29 BLOCK 1 (6 DWELLING UNITS)	24 SPACES (4 SPACES PER UNIT)
ON STREET PARKING SPACES		60 SPACES
OFF STREET PARKING LOT SPACES		19 SPACES
TOTAL SPACES		239
SPACES PER UNIT		3.32

ACTIVE OPEN SPACE SUMMARY

TRACT	ACREAGE	REQUIRED PER FDP	PROVIDED IN FILING 11
TRACT B	0.23		
TRACT G	0.10		
TRACT H	0.07		
TOTAL	0.40 ACRES	0.40 ACRES	0.40 ACRES

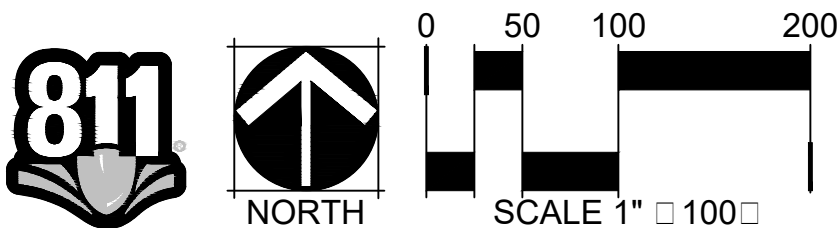


KEY MAP

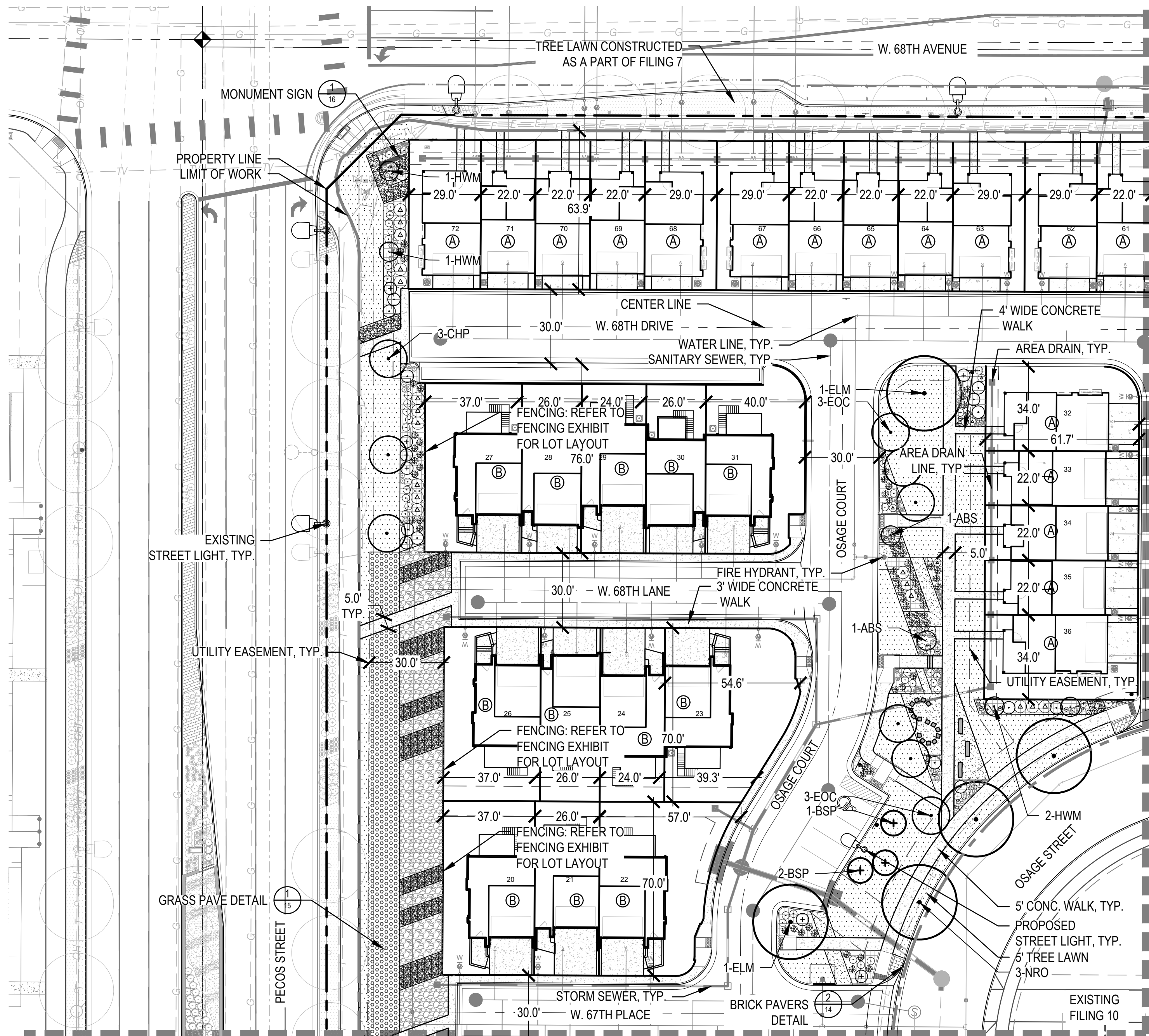


- NOTES:
- ALL LANDSCAPE AREA SHALL BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.
  - NO ASH TREE VARIETIES (FRAXINUS SPECIES) ARE RECOMMENDED ON THIS SITE. ALL USE OF ASH VARIETIES IS DISCOURAGED.
  - HOUSING PRODUCT VARIETIES:

- (A) REAR-LOADED TOWNHOME  
(B) FRONT-LOADED TOWNHOME



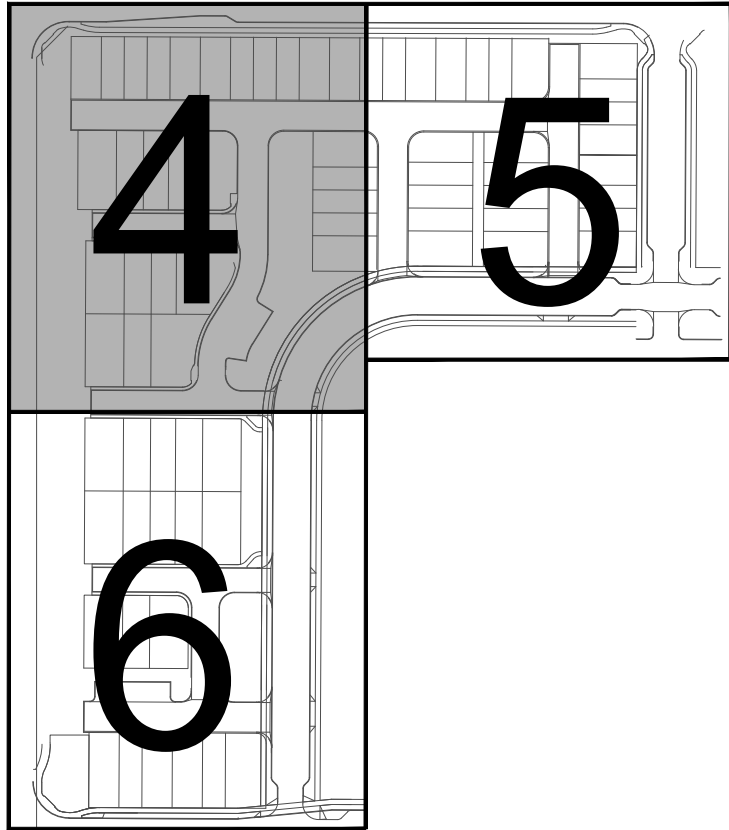




- LEGEND**
- MATCH LINE
  - PROPERTY LINE
  - LIMIT OF WORK
  - ROAD CENTERLINE
  - PRIVATE DRIVE CENTERLINE
  - EASEMENT
  - STORM SEWER
  - SANITARY SEWER
  - WATER LINE

- DECIDUOUS CANOPY TREE BY BUILDER/HOMEOWNER
- DECIDUOUS CANOPY TREE
- DECIDUOUS ORNAMENTAL TREE
- EVERGREEN TREE
- UPRIGHT EVERGREEN
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- DECIDUOUS SHRUB
- PERENNIAL
- SOD
- GRASS PAVE
- CRUSHER FINES
- ROCK MULCH
- 4" COBBLE TYPE 1
- 6" COBBLE TYPE 2
- BRICK PAVERS
- SANDSTONE SLAB SIZE VARIES
- DOG PICK-UP STATION, TYP.
- STREET LIGHT, TYP.
- REAR-LOADED TOWNHOME
- FRONT-LOADED TOWNHOME

**KEY MAP**



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811 NORTH SCALE 1" = 30'

Sheet Title  
LANDSCAPE PLAN

Sheet Number  
4 OF 18

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Centennial, CO 80111  
303-706-9451

**REDLAND**  
Where Great Places Begin  
772 28th Street, Suite 100  
Boulder, Colorado 80501

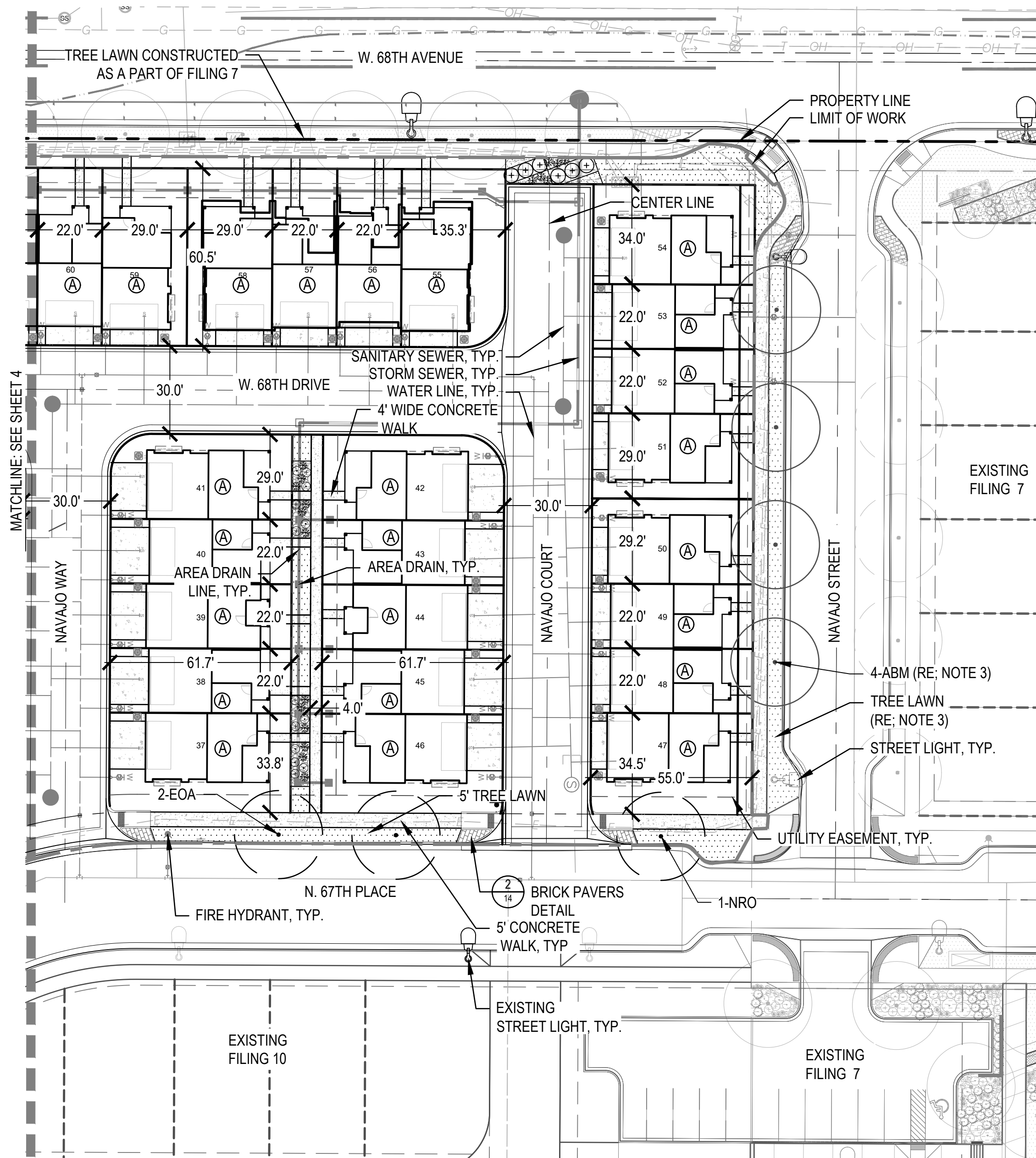
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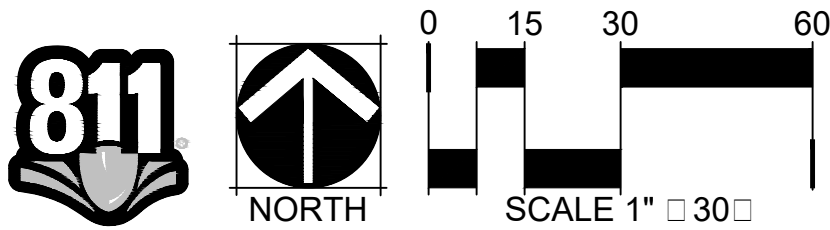
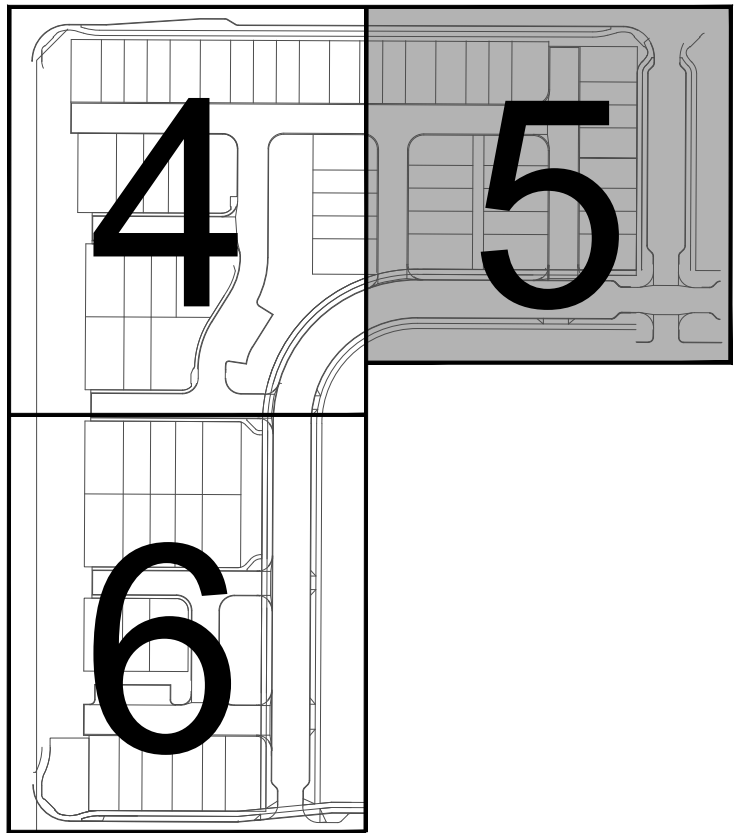


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  2. NO ASH TREE VARIETIES (FRAXINUS SPECIES) ARE RECOMMENDED ON THIS SITE. ALL USE OF ASH VARIETIES IS DISCOURAGED. TREE LAWN LANDSCAPING FOR THE WEST SIDE OF NAVAJO ST. WAS APPROVED WITH THE FILING 7 FDP BUT HAS NOT YET BEEN CONSTRUCTED. THE PLANTING SHOWN IN THIS SHEET MATCHES THE DESIGN FOR THIS PORTION OF THE FILING 7 FDP AND WILL BE CONSTRUCTED WITH FILING 11.

- LEGEND**
- MATCH LINE
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  - SANITARY SEWER
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- ROCK MULCH
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- 6" COBBLE TYPE 2
- BRICK PAVERS
- SANDSTONE SLAB SIZE VARIES
- DOG PICK-UP STATION, TYP.
- STREET LIGHT, TYP.
- REAR-LOADED TOWNHOME
- FRONT-LOADED TOWNHOME

**KEY MAP**



Sheet Title  
LANDSCAPE PLAN

Sheet Number  
5 OF 18

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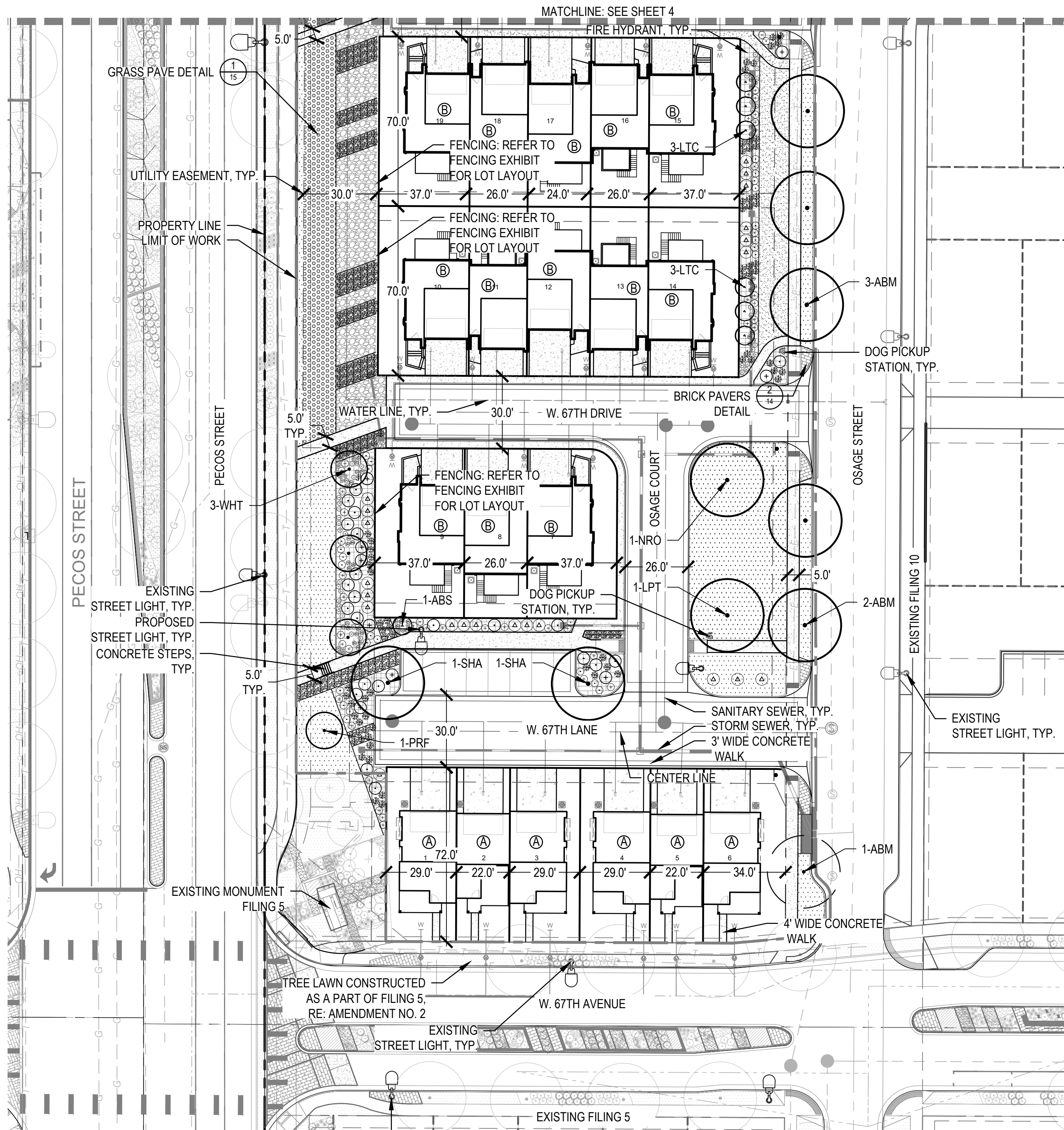
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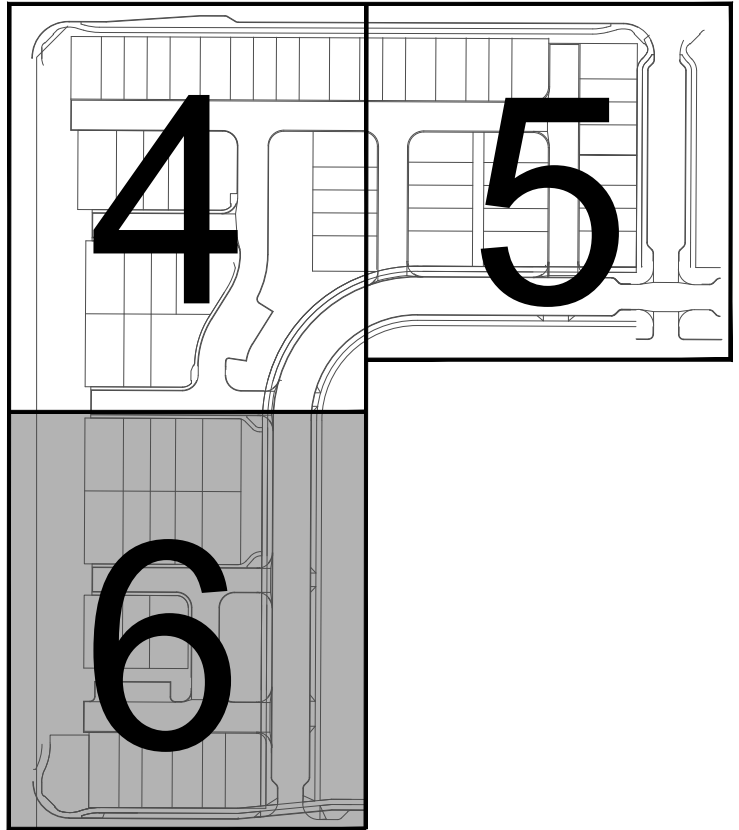


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**KEY MAP**



811 NORTH

SCALE 1" = 30'

Sheet Title

LANDSCAPE PLAN

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6 OF 18

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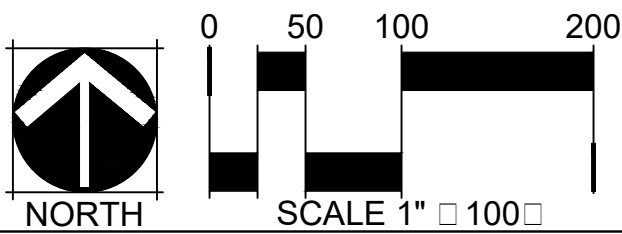
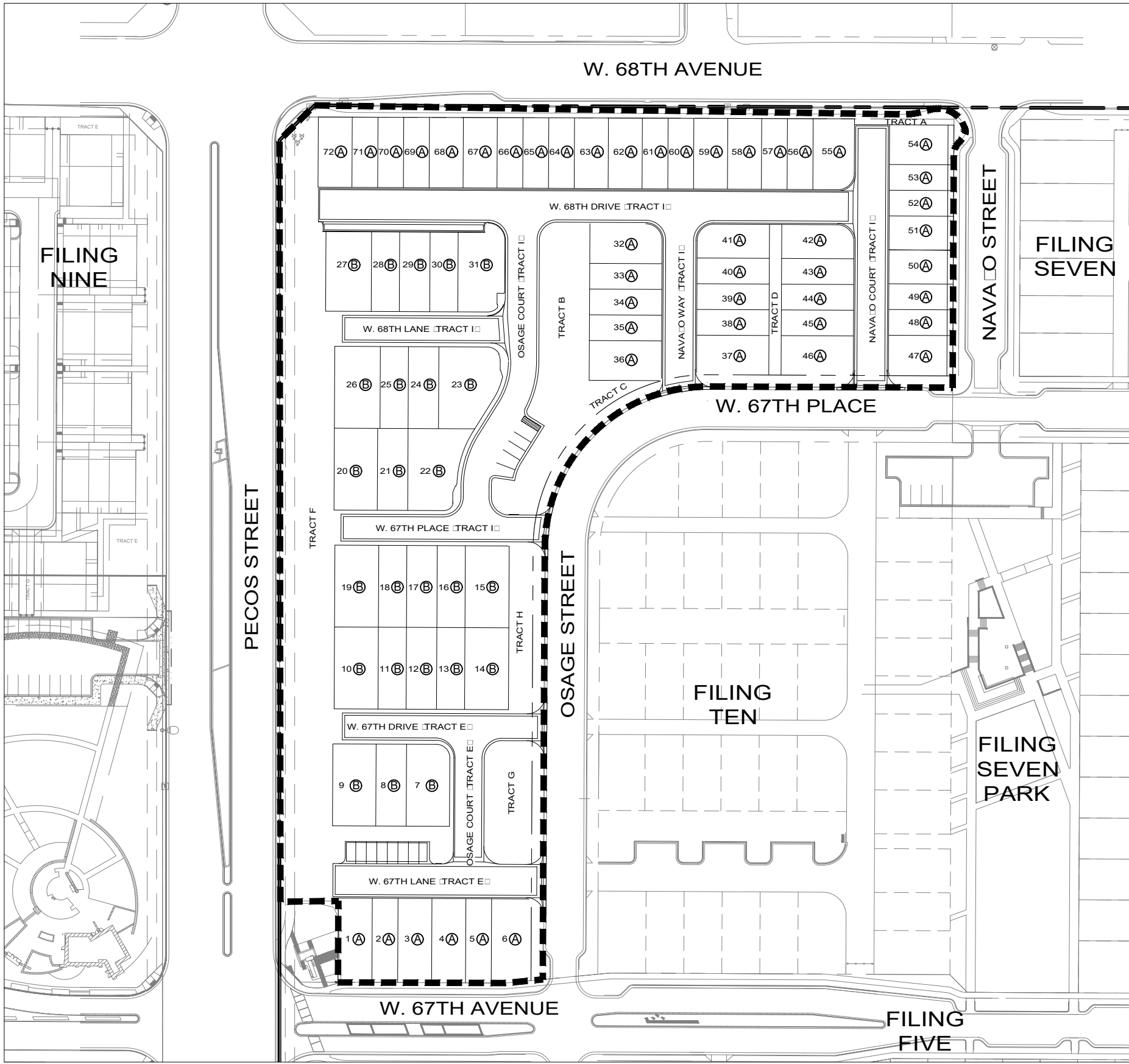
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	RESPONSIBLE PARTY	
	INSTALLATION	MAINTENANCE
ENTIRE TRACTS:		
A	BUILDER/ CCSMD	CCSMD
B	BUILDER/ CCSMD	CCSMD
C	BUILDER/ CCSMD	CCSMD
D	BUILDER/ CCSMD	CCSMD
E	BUILDER/ CCSMD	CCSMD
F	BUILDER/ CCSMD	CCSMD
G	BUILDER/ CCSMD	CCSMD
H	BUILDER/ CCSMD	CCSMD
I	BUILDER/ CCSMD	CCSMD
TREE LAWNS ADJACENT TO:		
TRACT		
A	BUILDER/ CCSMD	CCSMD
B	BUILDER/ CCSMD	CCSMD
C	BUILDER/ CCSMD	CCSMD
F	ALREADY INSTALLED	CCSMD
G	BUILDER/ CCSMD	CCSMD
H	BUILDER/ CCSMD	CCSMD
BLOCK 1		
LOT 1	ALREADY INSTALLED	CCSMD
LOT 2	ALREADY INSTALLED	CCSMD
LOT 3	ALREADY INSTALLED	CCSMD
LOT 4	ALREADY INSTALLED	CCSMD
LOT 5	ALREADY INSTALLED	CCSMD
LOT 6	ALREADY INSTALLED/ BUILDER	CCSMD
LOT 36	BUILDER	CCSMD
LOT 37	BUILDER	CCSMD
LOT 46	BUILDER	CCSMD
LOT 47	BUILDER	CCSMD
LOT 48	BUILDER	CCSMD
LOT 49	BUILDER	CCSMD
LOT 50	BUILDER	CCSMD
LOT 51	BUILDER	CCSMD
LOT 52	BUILDER	CCSMD
LOT 53	BUILDER	CCSMD
LOT 54	BUILDER	CCSMD
LOT 55	ALREADY INSTALLED	CCSMD
LOT 56	ALREADY INSTALLED	CCSMD
LOT 57	ALREADY INSTALLED	CCSMD
LOT 58	ALREADY INSTALLED	CCSMD
LOT 59	ALREADY INSTALLED	CCSMD
LOT 60	ALREADY INSTALLED	CCSMD
LOT 61	ALREADY INSTALLED	CCSMD
LOT 62	ALREADY INSTALLED	CCSMD
LOT 63	ALREADY INSTALLED	CCSMD
LOT 64	ALREADY INSTALLED	CCSMD
LOT 65	ALREADY INSTALLED	CCSMD
LOT 66	ALREADY INSTALLED	CCSMD
LOT 67	ALREADY INSTALLED	CCSMD
LOT 68	ALREADY INSTALLED	CCSMD
LOT 69	ALREADY INSTALLED	CCSMD
LOT 70	ALREADY INSTALLED	CCSMD
LOT 71	ALREADY INSTALLED	CCSMD
LOT 72	ALREADY INSTALLED	CCSMD



LANDSCAPE INSTALLATION AND MAINTENANCE NOTES:

1.

REFER TO THE INSTALLATION AND MAINTENANCE CHART AND DIAGRAMS ON THIS SHEET AND FOR A REPRESENTATION OF COMMON AREA INSTALLATION AND MAINTENANCE RESPONSIBILITIES.
2.

TREE LAWNS ARE LOCATED BETWEEN SIDEWALKS AND ROADWAYS, GENERALLY WITHIN THE RIGHT-OF-WAY. THE CHART AND DIAGRAMS ON THIS SHEET WILL SPECIFY THE PARTIES RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF TREE LAWNS. IN MANY CASES, ONE PARTY MAY BE REQUIRED TO INSTALL THE TREE LAWN (E.G. THE HOMEBUILDER) BUT MAINTENANCE WILL BE PERFORMED BY ANOTHER PARTY (E.G. THE CCSMD OR HOMEOWNER).
3.

OTHER COMMON AREA LANDSCAPE INSTALLATION AND MAINTENANCE REQUIREMENTS ARE ALSO SHOWN ON THE CHART LOCATED ON THIS SHEET.
4.

THE INSTALLATION OF LANDSCAPING, REGARDLESS OF RESPONSIBLE PARTY OR LOCATION, INCLUDES, AT A MINIMUM, THE COST AND EFFORT TO PROVIDE FOR ALL OF THE FOLLOWING: IRRIGATION WATER TAPS, PLANT MATERIAL, GROUNDCOVER, OTHER LANDSCAPING ELEMENTS, AND IRRIGATION INSTALLATION AS CALLED FOR ON THE PLANS.
5.

ONCE THE LANDSCAPING IS INSTALLED AND COMPLETED, THE
6.

IF THE CCSMD DETERMINES THAT THE LANDSCAPE WAS NOT CORRECTLY INSTALLED, THE RESPONSIBILITY FOR ENSURING THAT THE LANDSCAPE IS CORRECTED FALLS TO THE PARTY RESPONSIBLE FOR INSTALLATION, AS SHOWN IN THE INSTALLATION CHART ON THIS SHEET.
7.

THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED. WARRANTY WORK AND REPAIRS SHALL BE COMPLETED BY THE CONTRACTOR BEFORE THE CCSMD ACCEPTS RESPONSIBILITY.
8.

MAINTAINING LANDSCAPES INCLUDES THE MOWING OF TURF AREAS, PRUNING TREES AND SHRUBS, WEED CONTROL, AND OTHER MAINTENANCE TASKS.
9.

REFER TO THE SIA FOR FURTHER INFORMATION AND A VISUAL DEPICTION OF THE AREAS IDENTIFIED ABOVE.

LANDSCAPE PLANT LIST

SYM.	COMMON NAME	BOTANICAL NAME	SIZE	COND.
(UNLESS OTHERWISE NOTED)				
DECIDUOUS CANOPY TREES				
ABM	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'JEFFERSRED'	2 1/2"	CAL. B&B
FFH	FRANS FONTAINE HORNBEAM	CARPINUS BETULUS 'FRANS FONTAINE'	2 1/2"	CAL. B&B
WHB	WESTERN HACKBERRY	CELTIS OCCIDENTALIS	2 1/2"	CAL. B&B
GBI	GINKGO	GINKGO BILOBA (MALE VARITIES ONLY)	2 1/2"	CAL. B&B
IMP	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	2 1/2"	CAL. B&B
SHA	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	2 1/2"	CAL. B&B
KCT	KENTUCKY COFFEETREE, ESPRESSO	GYMNOCLADUS DIOICUS 'ESPRESSO'	2 1/2"	CAL. B&B
LAN	LANCELEAF COTTONWOOD	POPULUS X ACUMINATA	2 1/2"	CAL. B&B
LPT	LONDON PLANETREE	PLATANUS ACERIFOLIA 'BLOODGOOD'	2 1/2"	CAL. B&B
BOA	BUR OAK	QUERCUS MACROCARPA	2 1/2"	CAL. B&B
EOA	ENGLISH OAK	QUERCUS ROBUR	2 1/2"	CAL. B&B
NRO	NORTHERN RED OAK	QUERCUS RUBRA	2 1/2"	CAL. B&B
GLL	GREENSPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	2 1/2"	CAL. B&B
ELM	FRONTIER ELM	ULMUS X 'FRONTIER'	2 1/2"	CAL. B&B

EVERGREEN TREES

SKY	SKYROCKET JUNIPER	JUNIPERUS VIRGINIANA 'SKYROCKET'	4' HT.	MIN
COJ	COLOGREEN JUNIPER	JUNIPERUS SCOPULORUM 'COLOGREEN'	4' HT.	MIN
CBS	COLORADO BLUE SPRUCE	PICEA PUNGENS	8' HT.	MIN
PIN	PINON PINE	PINUS EDULIS	6' HT.	MIN
AUS	AUSTRIAN PINE	PINUS NIGRA	8' HT.	MIN
PON	PONDEROSA PINE	PINUS PONDEROSA	8' HT.	MIN
BSP	BAKERI SPRUCE	PICEA PUNGENS 'BAKERI'	6' HT.	MIN

DECIDUOUS ORNAMENTAL TREES

HWM	PATTERN PERFECT MAPLE	ACER TATARICUM 'PATTERN PERFECT'	8' CLUMP,	B&B
ABS	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	8' CLUMP,	B&B
WHT	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	2" CAL.,	B&B
PRF	RADIANT CRABAPPLE	MALUS 'RADIANT'	2" CAL.,	B&B
CHP	CHANTICLEER PEAR	PYRUS CALLERYANA	2" CAL.,	B&B
EOC	ENGLISH COLUMNAR OAK	QUERCUS ROBUR 'FASTIGIATA'	2" CAL.,	B&B
LTC	JAPANESE TREE LILAC	SYRINGA RETICULATA	8' CLUMP,	B&B

DECIDUOUS SHRUBS

CPB	CRIMSON PYGMY BARBERRY	BERBERIS THUNBERGII 'ATROPURPUREA NANA'	#5 CONTAINER
SLF	SILVER FOUNTAIN BUTTERFLY BUSH	BUDDLEIA ALTERNIFOLIA 'ARGENTEA'	#5 CONTAINER
BMS	BLUE MIST SPIREA	CARYOPTERIS X CLANDONENSIS	#5 CONTAINER
FRB	FERNBUSH	CHAMAEBATIARIA MILLEFOLIUM	#5 CONTAINER
RDW	DWARF BABY BLUE RABBITBRUSH	CHRYSOETHAMNUS NAUSEOSUS NAUSEOUS 'DW. BLUE'	#5 CONTAINER
GCE	GROUND COTONEASTER	COTONEASTER HORIZONTALIS PERPUSILLUS	#5 CONTAINER
SGB	SPANISH GOLD BROOM	CYTISUS PURGAN 'SPANISH GOLD'	#5 CONTAINER
APL	APACHE PLUME	FALLUGIA PARADOXA	#5 CONTAINER
DRS	DWARF RUSSIAN SAGE	PEROVSKIA ARTIPLICIFOLIA 'LITTLE SPIRE'	#5 CONTAINER
MCK	MCKAY'S WHITE POTENTILLA	POTENTILLA FRUTICOSA 'MCKAY'S WHITE'	#5 CONTAINER
PBS	PAWNEE BUTTES SAND CHERRY	PRUNUS BESSEYI 'PAWNEE BUTTES'	#5 CONTAINER
FLI	FINE LINE BUCKTHORNE	RHAMNUS FRANGULA 'RON WILLIAMS'	#5 CONTAINER
TLS	THREE-LEAF SUMAC	RHUS TRILOBATA	#5 CONTAINER
YFC	YELLOW FLOWERING CURRANT	RIBES AUREUM	#5 CONTAINER
KNO	KNOCK OUT ROSE - RED	ROSA X 'RADRAZZ'	#5 CONTAINER
KNS	SUNNY KNOCK OUT	ROSA X 'RADSUNNY'	#5 CONTAINER
SBB	SILVER BUFFALOBERRY	SHEPHERDIA ARGENTEA	#5 CONTAINER
HCB	HANCOCK CORALBERRY	SYMPHORICARPOS X CHENAULTII 'HANCOCK'	#5 CONTAINER
MKL	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	#5 CONTAINER
PGL	PRESIDENT GREVY LILAC	SYRINGA VULGARIS 'PRESIDENT GREVY'	#5 CONTAINER

EVERGREEN SHRUBS

BRJ	BROADMOOR JUNIPER	JUNIPERUS SABINA 'BROADMOOR'	#5 CONTAINER
BCH	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	#5 CONTAINER
GLS	GLOBE SPRUCE	PICEA PUNGENS 'GLOBOSA'	#5 CONTAINER
MAN	PANCHITO MANZANITA	ARCTOSTAPHYLOS X COLORADOENSIS	#5 CONTAINER
MUG	MOPS MUGO PINE	PINUS MUGO 'MOPS'	#5 CONTAINER
ITY	IVORY TOWER YUCCA	YUCCA FILAMENTOSA 'IVORY TOWER'	#5 CONTAINER
RHM	R.H. MONTGOMERY SPRUCE	PICEA PUNGENS 'R.H. MONTGOMERY'	#5 CONTAINER
ICJ	ICEE BLUE JUNIPER	JUNIPERUS HORIZONTALIS 'MONBER'	#5 CONTAINER

GRASSES

FRG	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONTAINER
KFG	KOREAN FEATHER REED GRASS	CALAMAGROSTIS BRACHYTRICA	#1 CONTAINER
BSG	THE BLUES LITTLE BLUESTEM GRASS	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	#1 CONTAINER
AVG	BLUE Avena GRASS	HELICTOTRICHON SEMPERVIRENS	#1 CONTAINER
GSR	SHENANDOAH SWITCH GRASS	PANICUM VIRGATUM 'SHENANDOAH'	#1 CONTAINER
MFG	MEXICAN FEATHER GRASS	NASSELLA (STIPA) TENUISSIMA	#1 CONTAINER
HMS	HEAVY METAL SWITCH GRASS	PANICUM VIRGATUM 'HEAVY METAL'	#1 CONTAINER
PAH	HARDY PAMPAS, PLUME GRASS	ERIANTHUS RAVENNAE	#1 CONTAINER

GROUNDCOVER / VINES

BOS	BOSTON IVY	PARTHENOCISSUS TRICUSPIDATA	#1 CONTAINER
GH	GOLDFLAME HONEYSUCKLE	LONICERA HECKROTTII	#1 CONTAINER
HH	HALL'S HONEYSUCKLE	LONICERA JAPONICA 'HALLIANA'	#1 CONTAINER
ENG	VIRGINIA CREEPER	PARTHENOCISSUS QUINQUEFOLIA ENGELMANNII	#1 CONTAINER
ETV	CLEMATIS ETOILE VIOLETTE (BLUE)	CLEMATIS HYBRID	#1 CONTAINER
FST	CLEMATIS FRAGRANT STAR (WHITE)	CLEMATIS HYBRID	#1 CONTAINER

COMMON NAME	BOTANICAL NAME	SIZE	COND.
(UNLESS OTHERWISE NOTED)			

PERENNIALS

AJS	AUTUMN JOY SEDUM	SEDUM X 'AUTUMN JOY'	#1 CONTAINER
BES	BLACK-EYED SUSAN	RUDBECKIA FULGIDA VAR. SULLIVANTII 'GOLDSTURM'	#1 CONTAINER
CFL	CONEFLOWER	ECHINACEA PURPUREA	#1 CONTAINER
CJT	JETHRO TULL COREOPSIS	C. GRANDIFLORA 'JETHRO TULL'	#1 CONTAINER
CMT	WALKER'S LOW CATMINT	NEPETA FAASSENII 'WALKER'S LOW'	#1 CONTAINER
DDY	STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	#1 CONTAINER
DSD	SNOW LADY SHASTA DAISY	LEUCANTHEMUM X SUPERBUM 'SNOW LADY'	#1 CONTAINER
ELV	ENGLISH MUNSTEAD LAVENDER	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD'	#1 CONTAINER
GAI	BURGUNDY BLANKET FLOWER	GAILLARDIA X GRANDIFLORA 'BURGUNDY'	#1 CONTAINER
HBJ	HIMALAYAN BORDER JEWEL POLYGONUM	PERSICARIA AFFINIS 'HIMALAYAN BORDER JEWEL'	#1 CONTAINER
IPY	YELLOW ICE PLANT	DELOSPERMA NUBIGENUM	#1 CONTAINER
JBG	JOHNSON'S BLUE/ CRANESBILL GERANIUM	GERANIUM X 'JOHNSON'S BLUE'	#1 CONTAINER
LAM	LAMB'S EAR	STACHYS BYZANTINA	#1 CONTAINER
MY	MOONSHINE YARROW	ACHILLEA X 'MOONSHINE'	#1 CONTAINER
PIR	MISSOURI EVENING PRIMROSE	OENOTHERA MACROCARPA	#1 CONTAINER
PLP	PINELEAF PENSTEMON RED	PENSTEMON PINIFOLIUS	#1 CONTAINER
POM	WINECUPS (POPPY MALLOW)	CALLIRHOE INVOLUCRATA	#1 CONTAINER
SIS	SNOW-IN-SUMMER	CERASTIUM TOMENTOSUM	#1 CONTAINER
SSH	SUNSET HYSSOP	AGASTACHE RUPESTRIS	#1 CONTAINER
VAL	RED VALERIAN/ JUPITER'S BEARD	CENTRANTHUS RUBER	#1 CONTAINER
WBF	GAURA/ WHIRLING BUTTERFLIES	GAURA LINDHEIMERI	#1 CONTAINER
HOB	BLUE GIANT HOSTA	H. SIEBOLDIANA 'ELEGANS'	#1 CONTAINER
HOV	VARIEGATED HOSTA	H. UNDULATA MEDIOVARIEGATA	#1 CONTAINER

SOD MI

TURF GRASS BLEND: SOD	
COMMON NAME	% OF TOTAL
90 /10 FESCUE MIX	100%
90 FESCUE	90%
10 BLUEGRASS	10%
TOTAL	100%

LANDSCAPE NOTES:
1. NO ASH TREE VARITIES (FRAXINUS SPECIES) ARE RECOMMENDED ON THIS SITE. ALL USE OF ASH VARITIES ARE DISCOURAGED.

- LANDSCAPE NOTES:
- ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT A MINIMUM OF 5.0 CU.YRDS/1,000SF, UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS.
  - SHRUB BEDS ARE TO BE MULCHED WITH 3" MIN. DEPTH 3/4" ANGULAR ROCK MULCH OR CRUSHER FINES OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. NO WEED CONTROL FABRIC IS REQUIRED IN PERENNIAL AREAS.
  - SHRUB BEDS ARE TO BE CONTAINED BY EITHER 3/16" MIN. THICK METAL EDGER OR SPADE DUG EDGER. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS OR WALKS.
  - THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
  - THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE OWNER'S REPRESENTATIVE, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
  - DO NOT DISTURB THE EXISTING PAVING, LIGHTING, LANDSCAPING, OR IRRIGATION THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
  - THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. QUANTITIES REPRESENTED GRAPHICALLY TAKE PRECEDENCE OVER LABELS.
  - CALL FOR UTILITY LOCATIONS PRIOR TO BEGINNING CONSTRUCTION. THE UTILITIES SHOWN HEREON CONTAIN ONLY GENERAL INFORMATION AS TO THEIR DESCRIPTION, NATURE, AND GENERAL LOCATION. CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OR EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
  - LANDSCAPE AREAS SHALL BE WATERED BY AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM AND SHALL PROVIDE 100% COVERAGE TO ALL AREAS.

Sheet Title

LANDSCAPE  
PLANT LIST

Sheet Number

8 OF 18

Brookfield  
Residential

6465 S. Greenwood Plaza Blvd., Suite 700  
Centennial, CO 80111  
303-706-9451

REDLAND  
Where Great Places Begin

NORRIS DESIGN  
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1101 Bannock Street  
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MIDTOWN AT CLEAR CREEK  
FINAL DEVELOPMENT PLAN - FILING ELEVEN  
ADAMS COUNTY, COLORADO

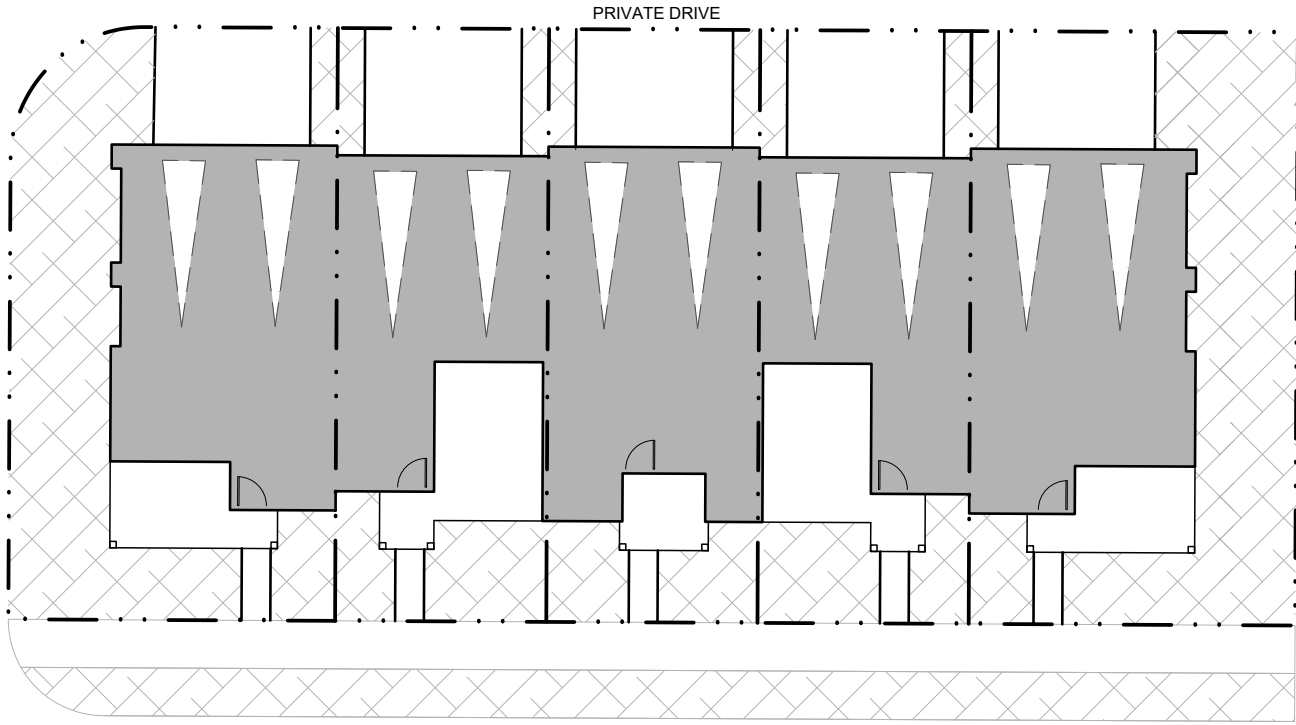
Issue Date

09 / 14 / 2018

Revision Date

12 / 21 / 2018

NOT FOR  
CONSTRUCTION

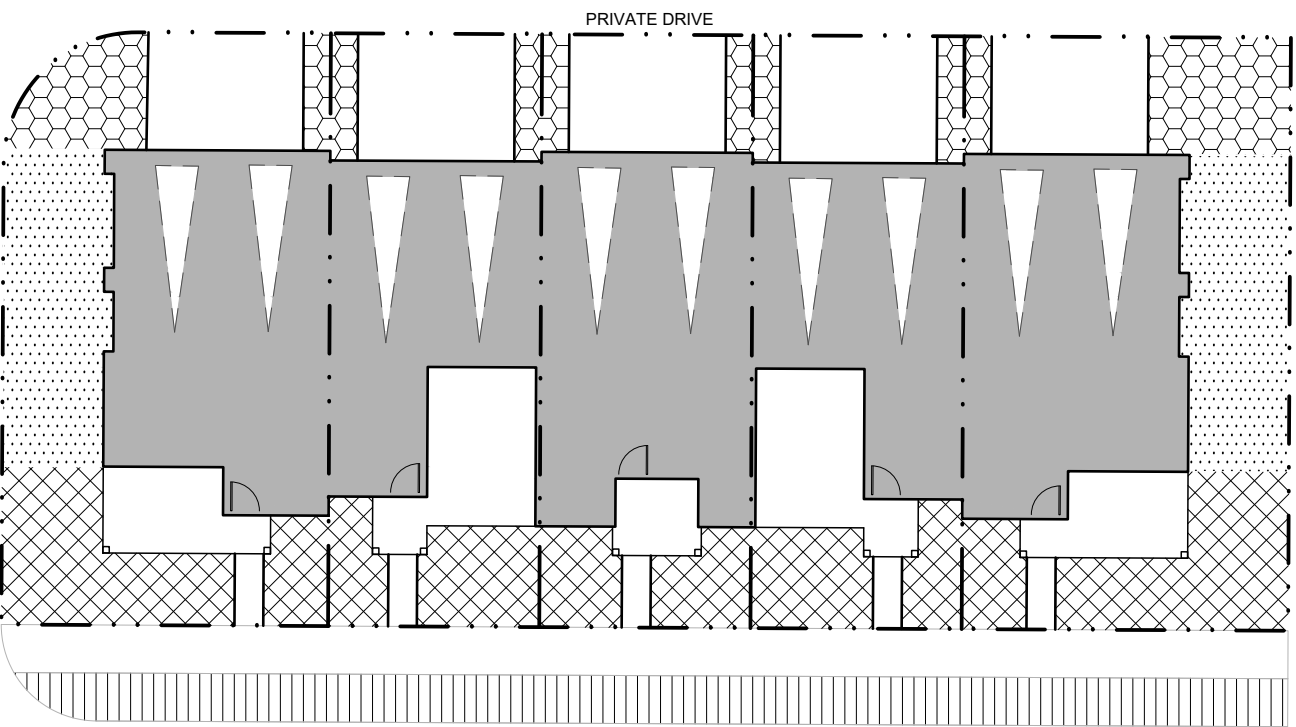


TYPICAL REAR-LOADED TOWNHOME

LEGEND

	PROPERTY LINE
	LANDSCAPE TO BE INSTALLED BY BUILDER AND MAINTAINED BY CCSMD

REAR-LOADED TOWNHOME CONDITION



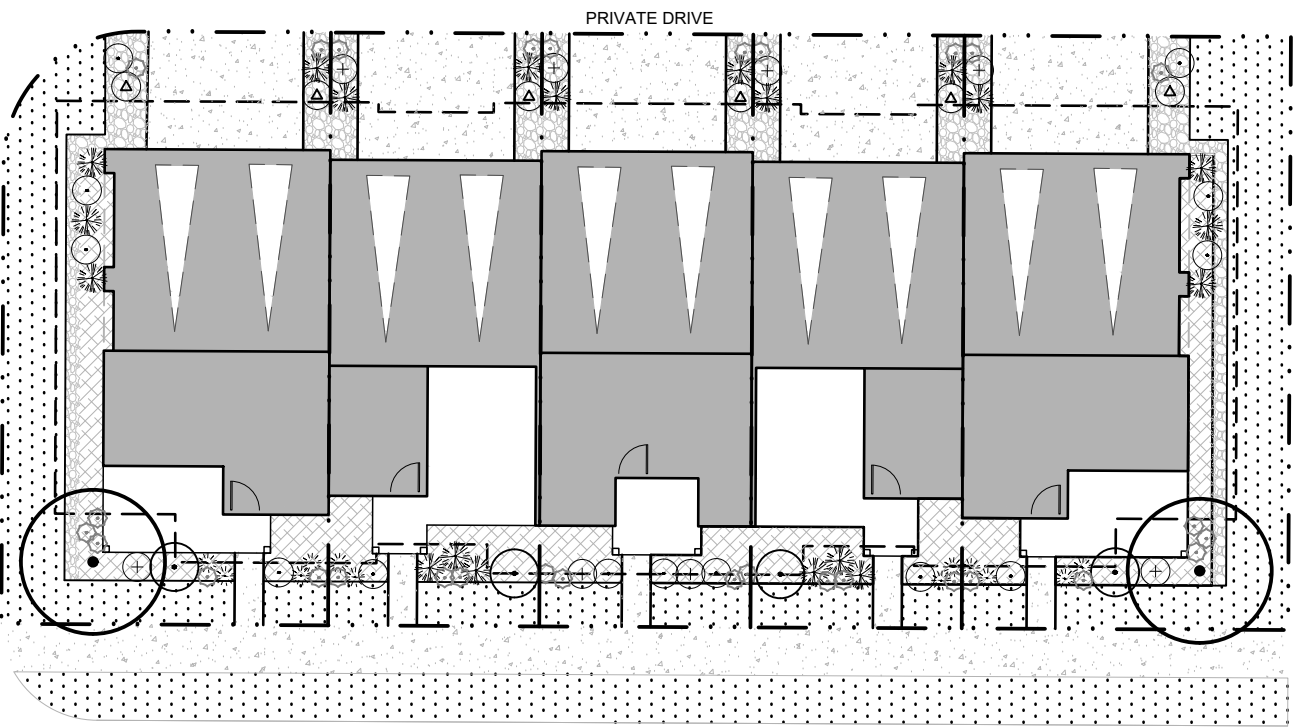
TYPICAL REAR-LOADED TOWNHOME

LEGEND

	PROPERTY LINE
	FRONT YARD
	SIDE YARD
	ALLEY
	TREE LAWN OR TRACT

GENERAL NOTES:  
1. LANDSCAPE ADJACENT TO TOWNHOMES SHALL BE MAINTAINED BY CCSMD.

REAR-LOADED TOWNHOME CONDITION



TYPICAL REAR-LOADED TOWNHOME

LEGEND

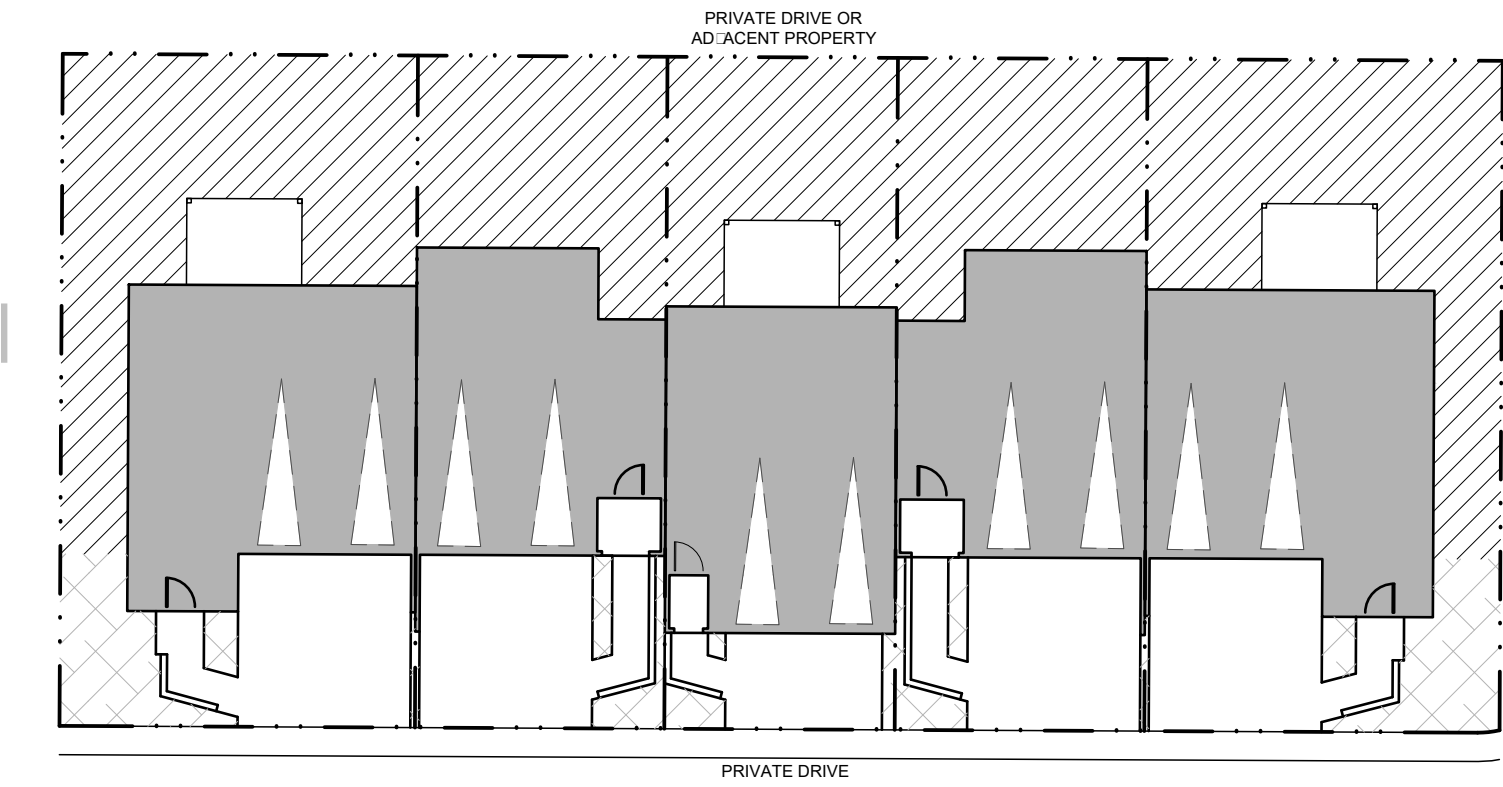
	PROPERTY LINE
	NO IRRIGATION LINE
	EDGER LINE
	SOD
	COBBLE
	LANDSCAPE MULCH
	DECIDUOUS ORNAMENTAL TREE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB
	UPRIGHT EVERGREEN
	ORNAMENTAL GRASS
	PERENNIAL

REAR-LOADED TOWNHOME LOT TYPICAL	REQUIRED QUANTITIES BY LOT TYPE AND LOCATION						
	CORNER LOT			INTERNAL LOT		INTERNAL LOT	
	FRONT/ ALLEY	SIDE YARD	BACKYARD	FRONT/ ALLEY	BACKYARD	FRONT/ ALLEY	BACKYARD
ORNAMENTAL OR EVERGREEN TREE	1	0	2	0	1	0	1
DECIDUOUS / EVERGREEN SHRUBS	3	2	1	2	1	5	1
ORNAMENTAL GRASSES	4	3	1	5	2	0	2
PERENNIALS	5	0	2	3	2	4	2
TURF	3' MIN	3' MIN	NONE	3' MIN	NONE	3' MIN	NONE

- NOTES:
1.

PLANT MATERIAL IS INSTALLED BY BUILDER OR HOMEOWNER AND MAINTAINED BY THE HOMEOWNER.
2.

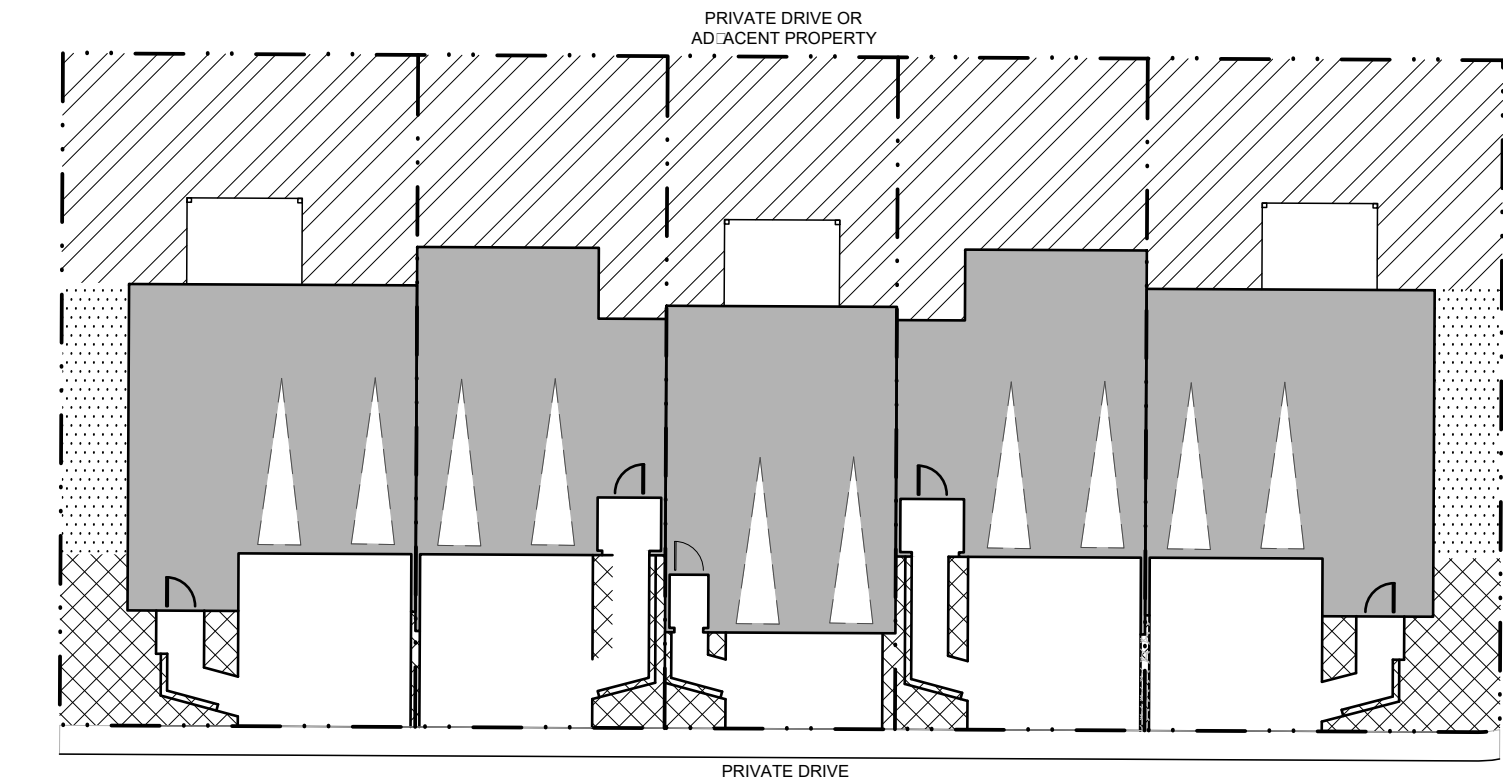
LOTS MAY REQUIRE ADDITIONAL OR REDUCED PLANTING, SUBJECT TO DRC APPROVAL.



LEGEND

	PROPERTY LINE
	LANDSCAPE TO BE INSTALLED BY AND MAINTAINED BY HOMEOWNER
	LANDSCAPE TO BE INSTALLED BY BUILDER AND MAINTAINED BY CCSMD*

\* NOTE: FRONT YARD LANDSCAPE IS TO BE MAINTAINED BY CCSMD

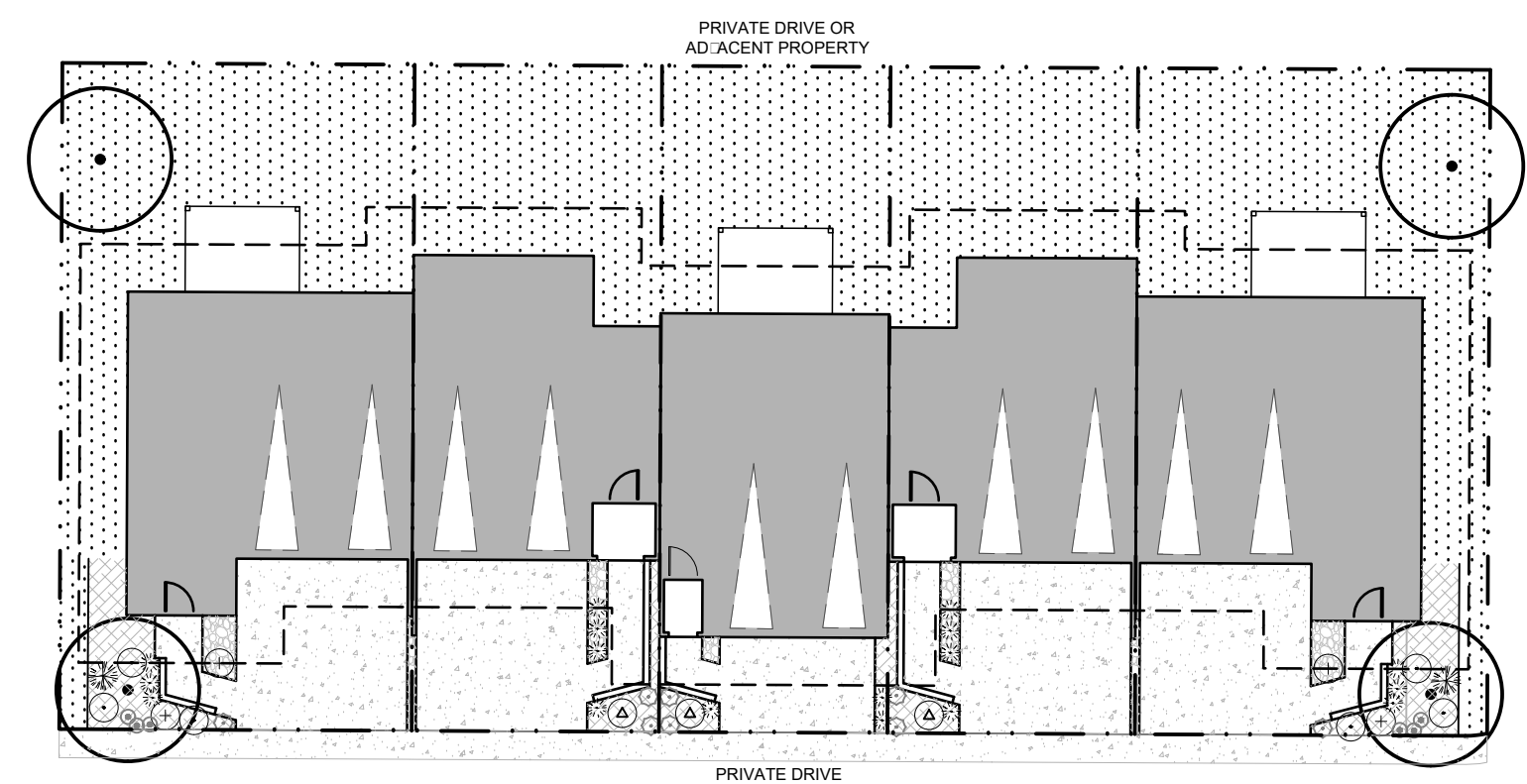


LEGEND

	PROPERTY LINE
	FRONT YARD
	SIDE YARD
	PRIVATE YARD

\* NOTE: FRONT YARD LANDSCAPE IS TO BE MAINTAINED BY CCSMD

GENERAL NOTES:  
1. LANDSCAPE ADJACENT TO TOWNHOMES SHALL BE MAINTAINED BY CCSMD.



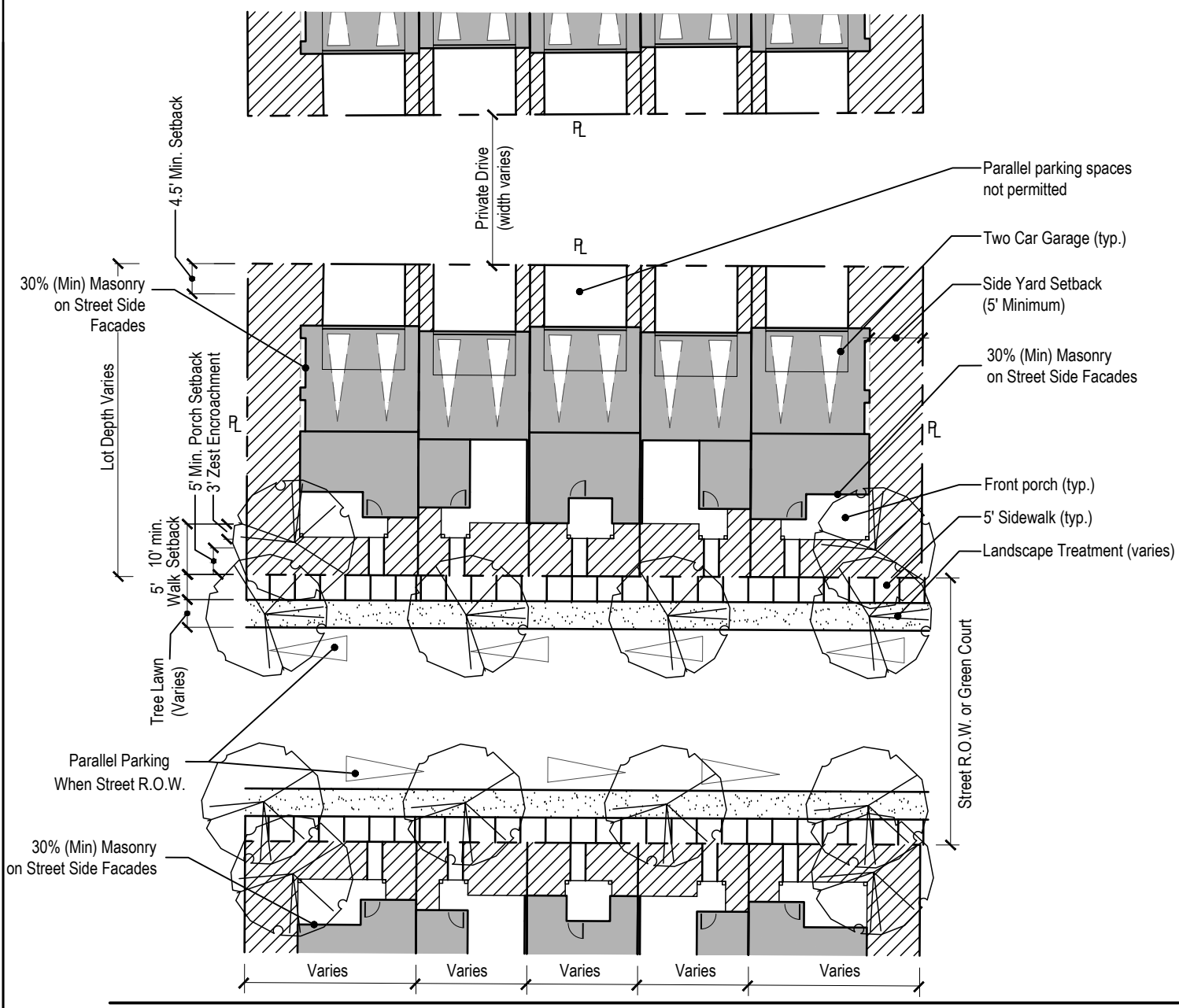
LEGEND

	PROPERTY LINE
	NO IRRIGATION LINE
	EDGER LINE
	SOD
	COBBLE
	LANDSCAPE MULCH
	DECIDUOUS ORNAMENTAL TREE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB
	UPRIGHT EVERGREEN
	ORNAMENTAL GRASS
	PERENNIAL

- NOTES:
- EACH CORNER LOT BACKYARD IS REQUIRED TO HAVE AT LEAST ONE ORNAMENTAL DECIDUOUS TREE AS DEPICTED BY THE DIAGRAM ABOVE, AND IS TO BE INSTALLED BY THE HOMEBUILDER.
  - ADDITIONAL BACK YARD LANDSCAPE IS TO BE INSTALLED BY HOMEOWNER, AND MAINTAINED BY HOMEOWNER.
  - FRONT YARD LANDSCAPE IS TO BE INSTALLED BY HOMEBUILDER, AND MAINTAINED BY CCSMD.
  - LOTS MAY REQUIRE ADDITIONAL OR REDUCED PLANTING, SUBJECT TO DRC APPROVAL.

FRONT-LOADED TOWNHOME LOT TYPICAL	REQUIRED QUANTITIES BY LOT TYPE AND LOCATION						
	CORNER LOT			INTERNAL LOT		INTERNAL LOT	
	FRONT/ ALLEY	SIDE YARD	BACKYARD	FRONT/ ALLEY	BACKYARD	FRONT/ ALLEY	BACKYARD
ORNAMENTAL OR EVERGREEN TREE	1	0	1	1	BY HOMEOWNER	1	BY HOMEOWNER
DECIDUOUS / EVERGREEN SHRUBS	5	0	BY HOMEOWNER	0		0	
ORNAMENTAL GRASSES	4	0		4		3	
PERENNIALS	4	0	BY HOMEOWNER	2	BY HOMEOWNER	2	BY HOMEOWNER
TURF	3' MIN	3' MIN		NONE		NONE	





PLAN VIEW (TYPICAL)

N.T.S.



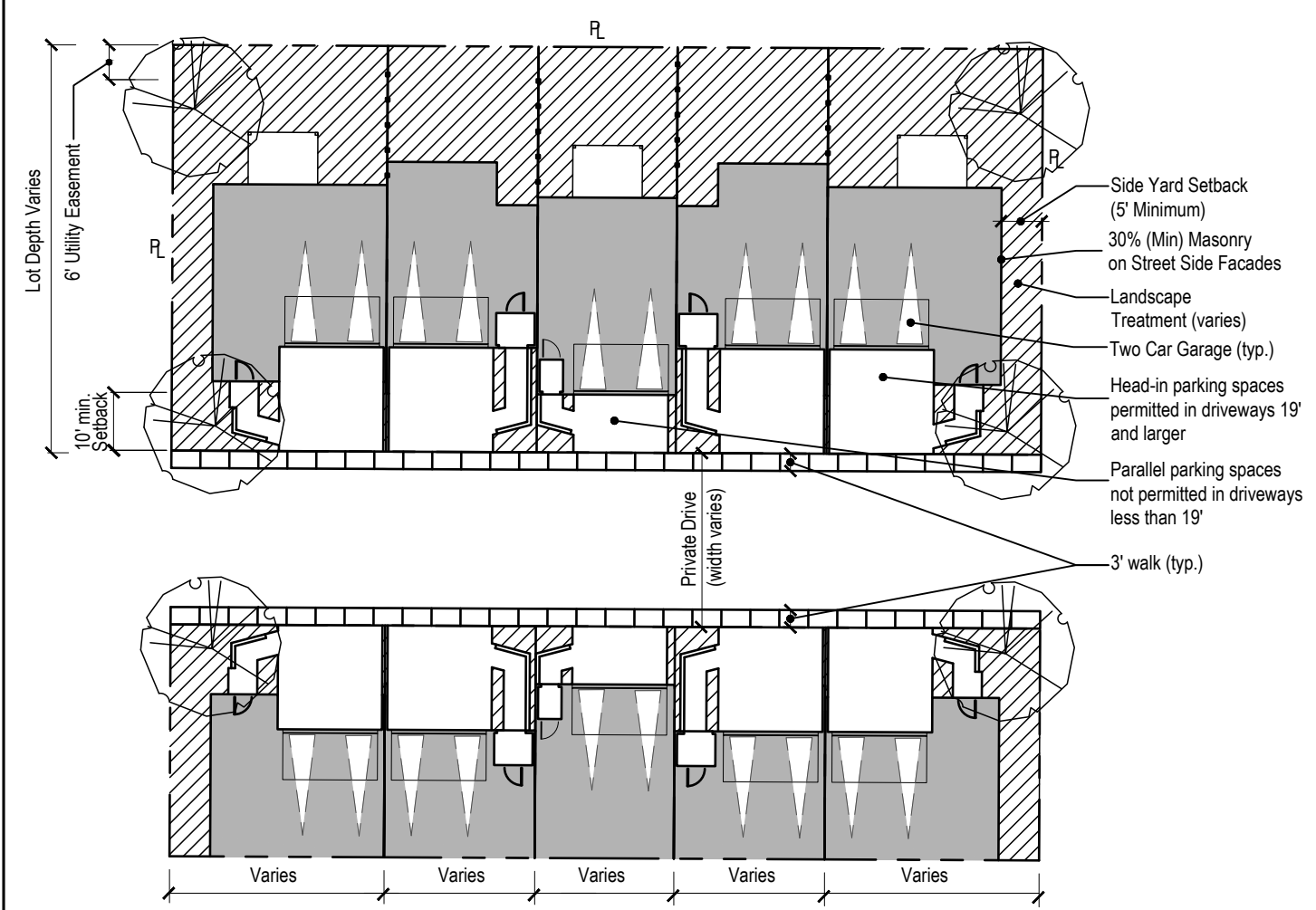
FRONT ELEVATION

SIDE ELEVATION

PRODUCT IMAGE (TYPICAL)

N.T.S.

## A REAR-LOADED TOWNHOME



PLAN VIEW (TYPICAL)

N.T.S.



FRONT ELEVATION

ENHANCED SIDE ELEVATION ADJACENT TO PECOS

PRODUCT IMAGE (TYPICAL)

N.T.S.

## B FRONT-LOADED TOWNHOME

### SQUARE FOOTAGE RANGE

HOUSING PRODUCT	SQUARE FOOTAGE
(A) FRONT-LOADED TOWNHOME	1,700-2,200 SF
(B) REAR-LOADED TOWNHOME	1,700-2,200 SF

SQUARE FOOT RANGES ARE INTENDED TO ENCOMPASS A MAJORITY OF HOMES IN EACH HOUSING PRODUCT TYPE. A MINIMAL AMOUNT OF HOMES MAY VARY FROM DEFINED RANGES DURING FURTHER ARCHITECTURE DESIGN DEVELOPMENT AND CONSTRUCTION.

### MIDTOWN ARCHITECTURE CHARACTER

MIDTOWN WILL PROVIDE A "FRESH ARCHITECTURAL CHARACTER" FOR FRONT RANGE RESIDENTIAL. HARNESSING OUR "FREE-RANGE SPIRIT", THE TRADITIONAL CRAFTSMAN, PRAIRIE AND FARMHOUSE ROOTS, WILL EVOLVE INTO "FRESH STYLE" EXPRESSIONS FOR THE NEW NEIGHBORHOOD. SIMPLE FORMS, RICH COLORS, AND ARTFUL DETAILS WILL COMBINE TO CREATE AFFORDABLE AND DISTINCTIVE HOMES, ADDING "ZEST" TO THE STREET SCENE APPEAL. REFERENCE THE APPROVED SECOND AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR FURTHER INFORMATION. THE FOLLOWING ARE THE PRODUCT TYPES PROPOSED IN THIS FDP. TYPICAL PRODUCT IMAGE AND PLAN VIEW ARE REPRESENTATION OF ARCHITECTURE CHARACTER AND FORM, FINAL ARCHITECTURE MAY VARY. LOT LAYOUT IS CONCEPTUAL AND GARAGE ORIENTATION MAY VARY.

SETBACK AND HEIGHT RESTRICTIONS CHART (AS APPROVED IN THE 3RD AMENDMENT TO THE PDP)

\*See Sheets 9 and 10 for Front, Side, and Rear yard areas.

USE	MINIMUM FRONT YARD SETBACK FOR ALL STRUCTURES ADJACENT TO	MINIMUM FRONT YARD SETBACK FOR PRINCIPAL STRUCTURE <small>See Note: 8, 10, 11, 12</small>	MINIMUM FRONT YARD SETBACK FOR GARAGE STRUCTURE <small>See Note: 8, 12</small>	MINIMUM SIDE YARD SETBACK FOR ALL STRUCTURES <small>See Note: 5, 8, 10, 11</small>	MIN. REAR YARD SETBACK FOR PRINCIPAL STRUCTURES EXCLUDING GARAGES <small>See Note: 8, 10</small>	MIN. REAR YARD SETBACK TO GARAGE DOOR FACE FOR ALLEY LOAD HOMES	MAXIMUM BUILDING HEIGHT  <small>See Note: 7</small>	MAXIMUM ACCESSORY STRUCTURE HEIGHT
	COLLECTOR <small>See Note: 6</small>					30' PRIVATE DRIVE  4.5'		
SINGLE FAMILY TOWNHOME	15'	10'	10'	5'	15'		45'	28'

The proposed setback and height restrictions are consistent with the Second Amendment to the PDP for the Midtown Clear Creek PUD.  
Refer to the Second Amendment to the PDP for full list of notes.

NOTES:

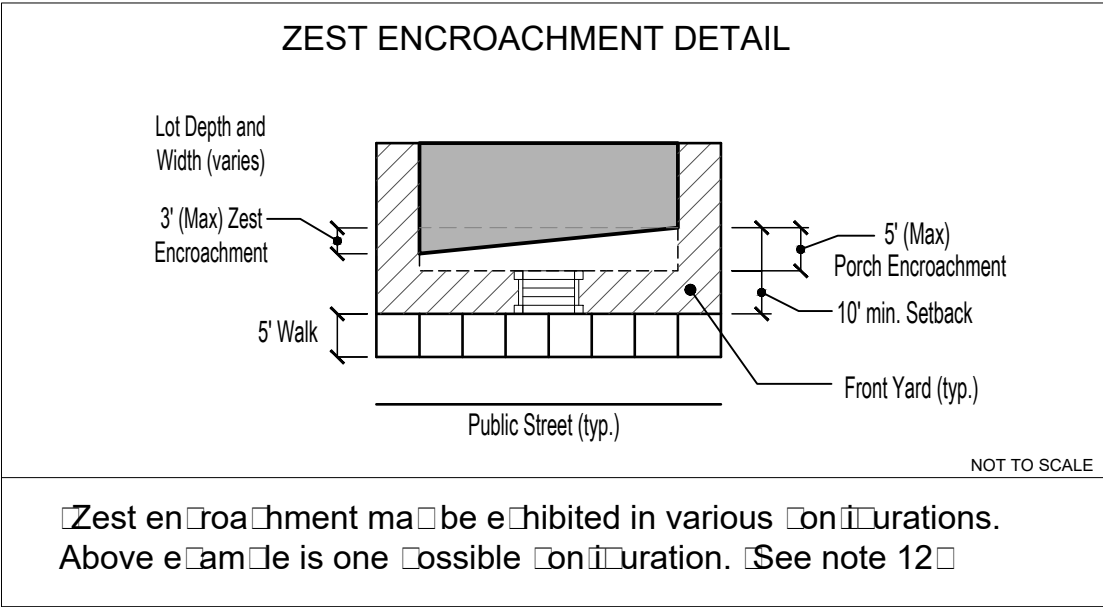
(References copied from the Second Amendment to the PDP)

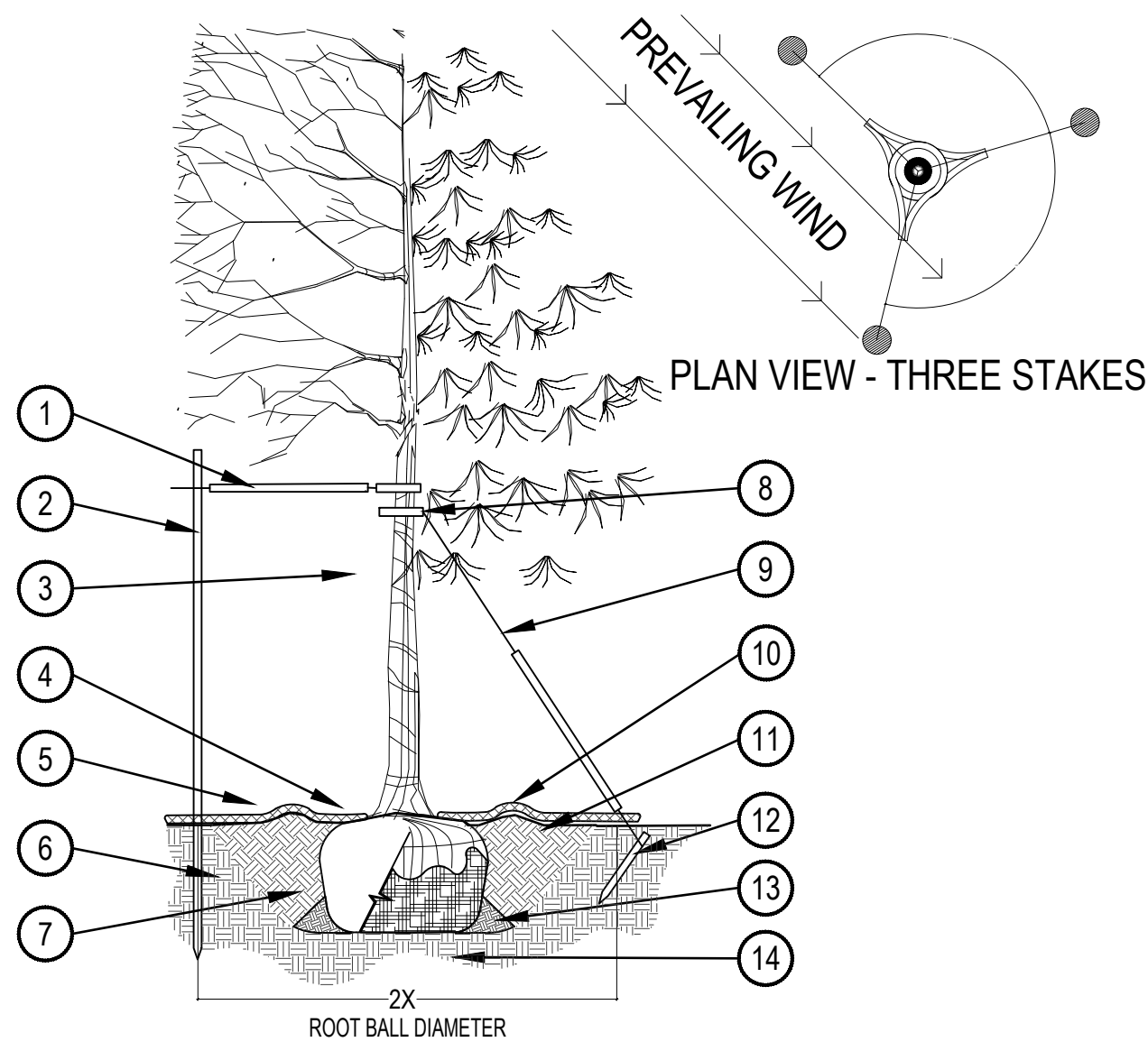
5. Side setbacks may be reduced to no less than 3' as measured from the finished material of the exterior wall to the property line. When reduced to less than 5' as measured from the finished material of the exterior wall to the property line, the then current IBC and/or IRC code requirements and amendments within the governing municipality will be enforced with regard to exterior wall fire-resistant rating and minimum fire-separation distance requirements.
6. Setbacks will follow local street standards on West 67th Avenue.
7. Building height excludes parapets and other architectural treatments that screen rooftop mechanical equipment from view. These items are subject to height limitations as deemed appropriate during the development review process.
8. Bay windows, cantilevers, chimneys, exterior posts/columns, solar panels, mechanical equipment, light fixtures, balconies, stairs and other similar architectural features are allowed to extend outward from the principal structure in front, side and rear yards. In no instance may an encroachment cross the property line or be located less than six-feet from the finished material of the encroachment to the adjacent property. When an encroachment is less than 5' from the property line, the then current IBC and/or IRC code requirements and amendments within the governing municipality will be enforced with regard to exterior wall fire-resistant rating and minimum fire-separation distance requirements.
9. (Note 9 omitted from this Reference).

GENERAL NOTES:

1. All roadways in Filing 11 are 26'-0" & 30'-0" Private Drives providing access for both rear and front loaded townhomes.
2. All references to Alleys in Filing 11 pertain to Private Drives.

10. Setback measured from right-of-way/property line to the building plane of the livable space, commercial space or other non-garage door side of a building. Side loaded garages and non-livable spaces such as covered porches and courtyards can encroach into a setback up to 5' provided the encroachment is not within the public right-of way or transportation and utility easements.
11. The minimum setback of a side loaded garage is defined from the right-of-way/property line to the street-facing building plane.
12. Portions of the foundations and corresponding elevations for fronts of homes designed to achieve the desired "zest" character are permitted to encroach into the front setback area up to 3'. "Zest" character may be achieved by angling portion of the building foundation, projecting a portion of the building foundation or a change in the material in the building facade. (See Zest Encroachment Detail).





**PRUNING NOTES:**

1. ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
2. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

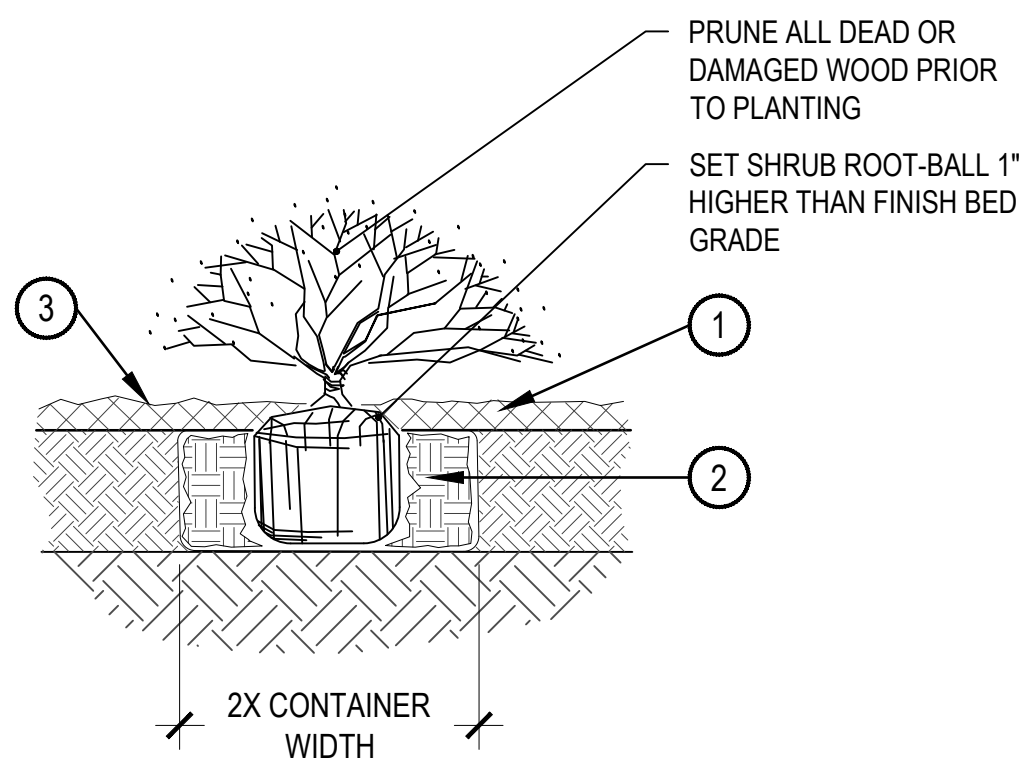
**STAKING NOTES:**

1. STAKE TREES PER FOLLOWING SCHEDULE, THEN REMOVE AT END OF FIRST GROWING SEASON.
  - 1.1 1-1/2" CALIPER SIZE - MIN. 1 STAKE ON SIDE OF PREVAILING WIND (GENERALLY N.W. SIDE)
  - 1.2 1-1/2" - 3" CALIPER SIZE - MIN. 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE)
  - 1.3 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM
2. WIRE OR CABLE SHALL BE MIN. 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.

1. PLACE MIN. 1/2" PVC PIPE AROUND EACH WIRE. EXPOSED WIRE SHALL BE MAX. 2" EACH SIDE
2. 6 FT. UNTREATED WOOD POST (MIN. 1.5" DIAMETER). ALL SHALL BE DRIVEN OUTSIDE ROOTBALL AND IN UNDISTURBED SOIL.
3. TREE WRAP TO BE INSTALLED ONLY FROM OCTOBER 1 THROUGH APRIL 30. (DECIDUOUS ONLY)
4. PLANT TREE SO THAT FIRST ORDER MAJOR ROOT IS 1"-2" ABOVE FINAL GRADE.
5. 3" DEEP MULCH RING PLACED A MINIMUM OF 4 FT. IN DIAMETER. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK (FINISHED GRADE REFERENCES TOP OF MULCH).
6. 1:1 SLOPE ON SIDES OF PLANTING HOLE.
7. REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOT BALL AND TRUNK
8. GROMMETED NYLON STRAPS
9. GALVANIZED WIRE, MIN. 12 GAUGE CABLE - TWIST WIRE ONLY TO KEEP FROM SLIPPING.
10. 4-6" HIGH WATER SAUCER IN NON-TURF AREAS.
11. BACKFILL WITH BLEND OF EXISTING SOIL AND A MAXIMUM 20% (BY VOLUME) ORGANIC MATERIAL. WATER THOROUGHLY WHEN BACKFILLING
12. 2 FT. STEEL T-POST. ALL SHALL BE DRIVEN BELOW GRADE AND OUTSIDE ROOTBALL IN UNDISTURBED SOIL.
13. PLACE SOIL AROUND ROOT BALL FIRMLY, DO NOT COMPACT OR TAMP. SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS.
14. PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT.

**1 TREE PLANTING DETAIL**

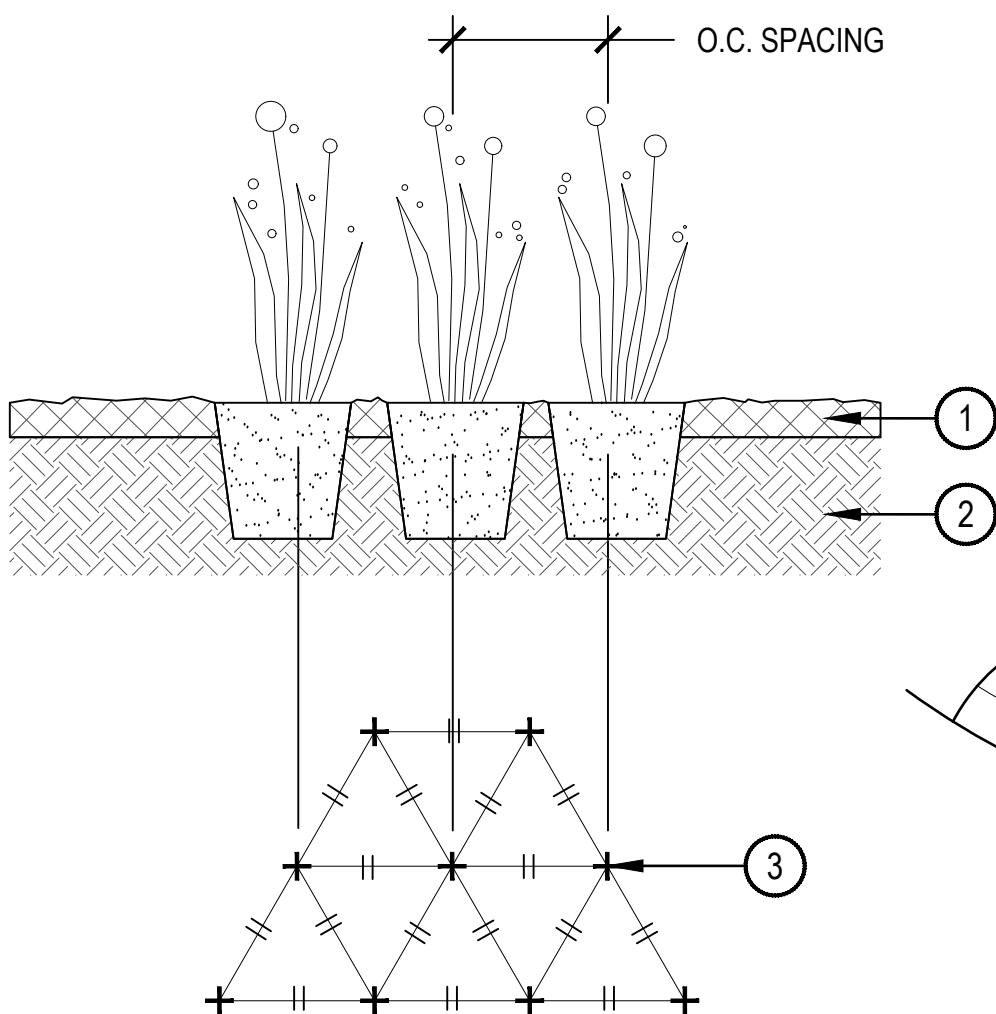
SCALE: 3/16" = 1'-0"



1. SPECIFIED MULCH
2. AMENDED SOIL IN PLANTING BED PER SPECIFICATIONS. TILL SOIL TO A DEPTH OF EIGHT INCHES.
3. FINISH GRADE (TOP OF MULCH)

**NOTE:**

1. BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED
2. CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER
3. ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER
4. DIG PLANT PIT TWICE AS WIDE AND HIGH AS THE CONTAINER



1. SPECIFIED MULCH
2. AMENDED PLANTING BED TILLED TO A DEPTH OF 6"
3. CENTER OF PLANT

WHEN PLANTED ON A CURVE ORIENT ROWS TO FOLLOW THE LONG AXIS OF AREAS WHERE PLANTS ARE MASSED.

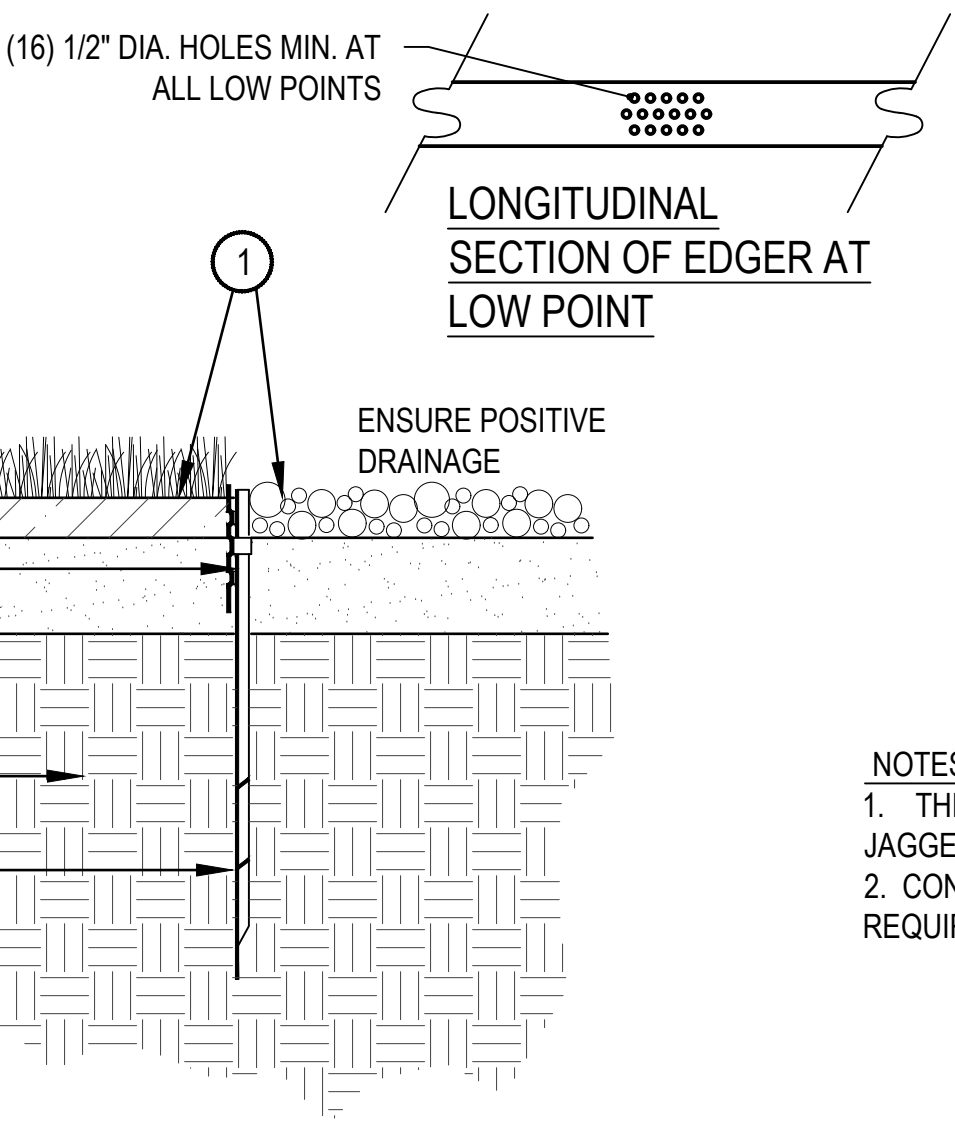
**2 SHRUB PLANTING**

SCALE: 1-1/2" = 1'-0"

**3 PERENNIAL PLANT LAYOUT**

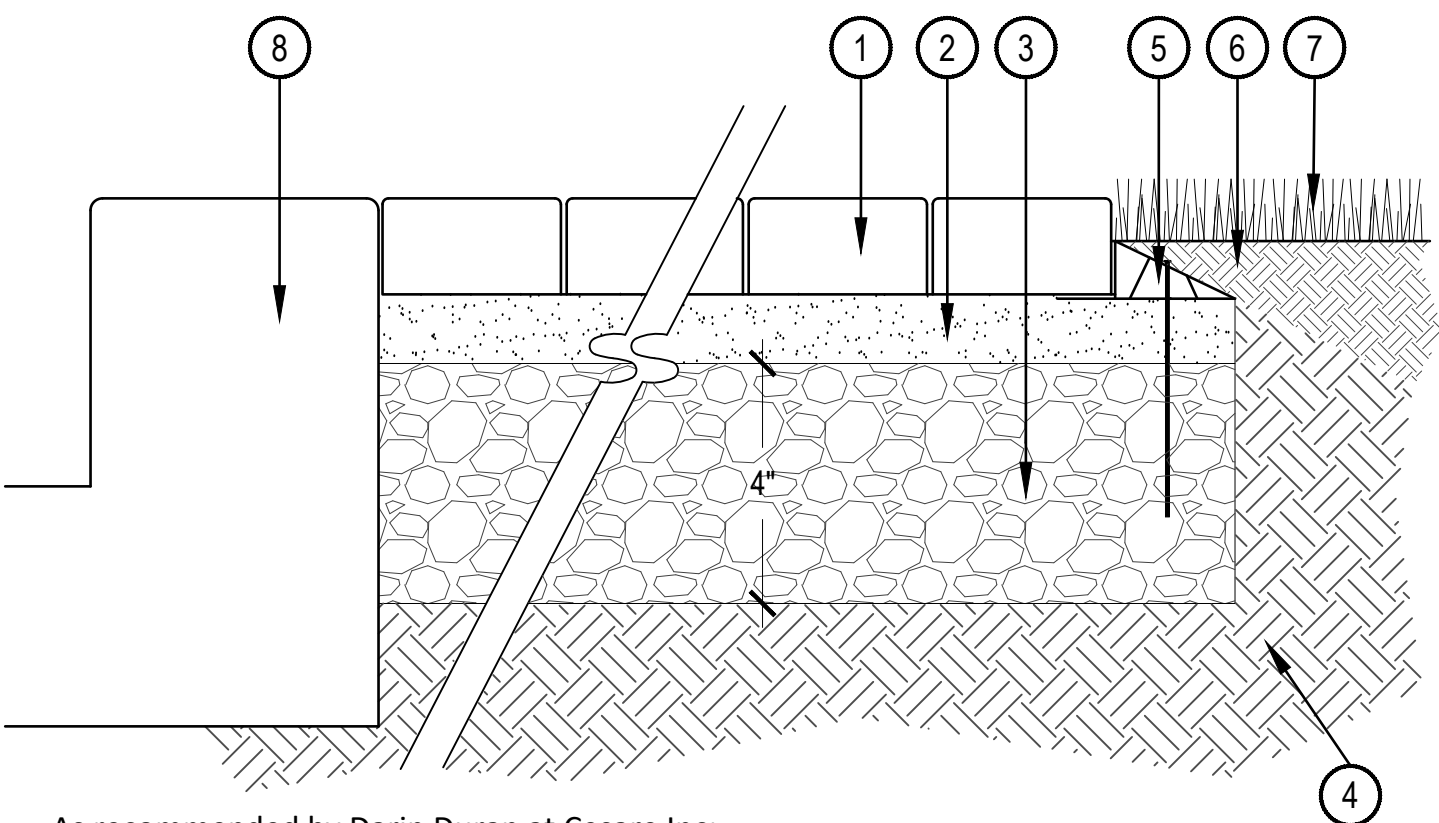
SCALE: 1" = 1'-0"





- 1 FINISHED GRADE - TOP OF SOD THATCH LAYER AND TOP OF MULCH OR CRUSHER FINES SHALL BE FLUSH WITH TOP OF EDGER
- 2 TURF THATCH
- 3 AMENDED SOIL PER SPECIFICATIONS
- 4 SUBGRADE
- 5 STEEL EDGER - DRILL (16) 1/2" DIA. HOLES 1" O.C. MIN. AT ALL LOW POINTS OR POORLY DRAINING AREAS IN ORDER TO ENSURE ADEQUATE DRAINAGE
- 6 EDGER STAKE

NOTES:  
1. THERE SHALL BE NO EXPOSED SHARP / JAGGED EDGES.  
2. CONTRACTOR SHALL INSTALL STAKES AS REQUIRED BY THE MANUFACTURER.



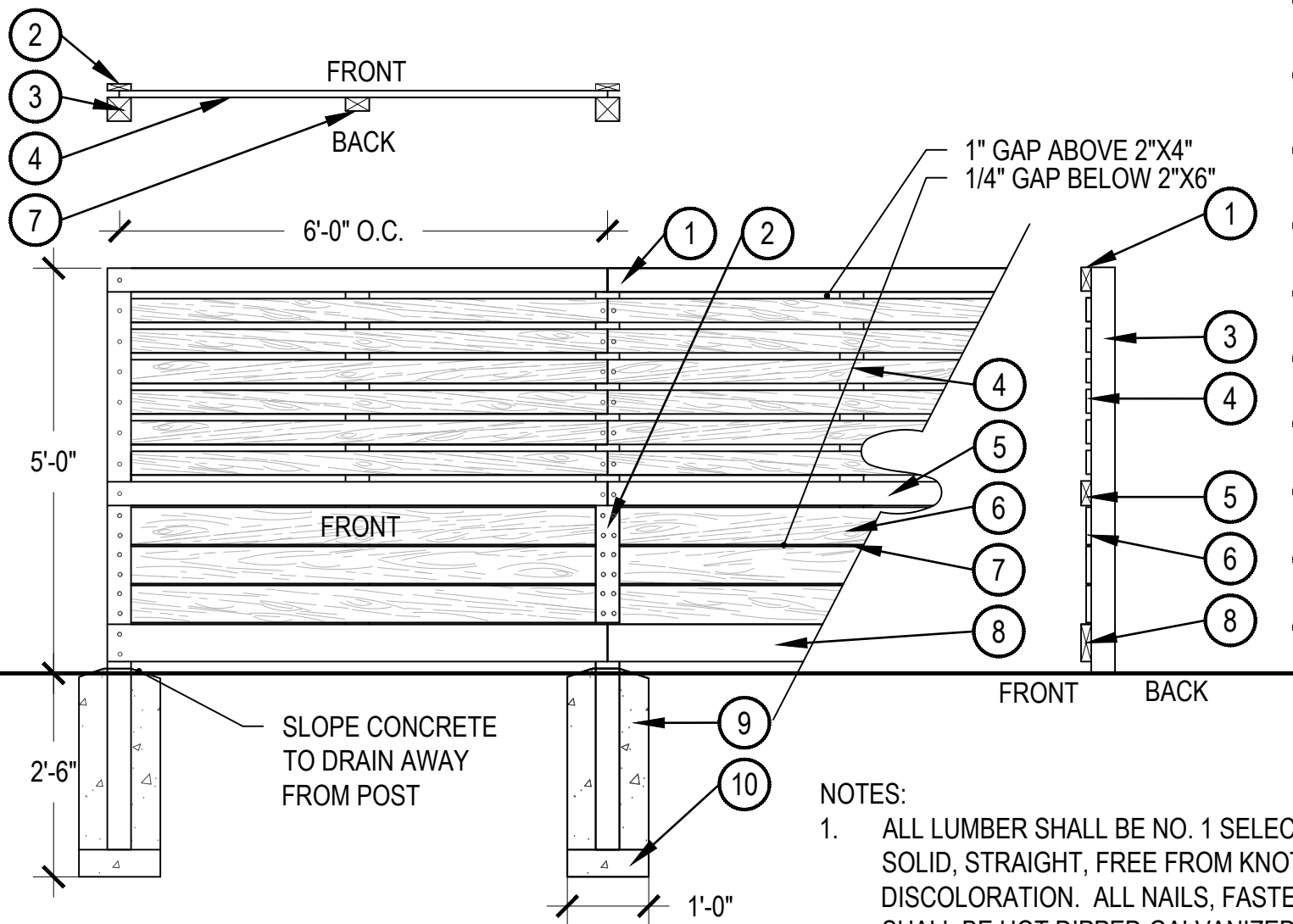
As recommended by Darin Duran at Cesare Inc:  
Pedestrian Pavers

- 1-1.5" of sand base
- 4" of aggregate (beneath sand)
- Subgrade compacted to 95% of maximum dry density as determined by ASTM D698 within 0 to 2 percent of optimum moisture content. The aggregate base course should consist of CDOT Class 6 and be compacted to a minimum of 95% of modified Proctor density as determined by ASTM D1557.

- 1 2 1/4"x 4" x 8" SAND SET BRICK PAVER BY INTERSTATE BRICK, 1/16" GAPS TYP. WITH SAND-FILLED ANGULAR JOINT SAND THAT COMPLIES WITH ASTM C33. RUNNING BOND PATTERN ALWAYS SET AT 20° FROM TRUE NORTH AS INDICATED BY THE HATCH PATTERN ON THE PLANS. CROWN BRICK PAVING IN MEDIANS SO THERE IS APPROXIMATELY A 4% SLOPE TO THE CURB.
- 2 WASHED SAND SETTING BED 1"-1.5" DEPTH, PER GEOTECH RECOMMENDATIONS
- 3 AGGREGATE 4" DEPTH, PER GEOTECH RECOMMENDATIONS
- 4 PREPARE SUBGRADE PER GEOTECH RECOMMENDATIONS
- 5 PAVESTONE EDGEPRO PAVER RESTRAINT SYSTEM OR APPROVED EQUAL www.pavestone.com
- 6 AMENDED TOPSOIL
- 7 SOD
- 8 CURB AND GUTTER

## 1 STEEL EDGER

SCALE: 1" = 1'-0"



- 1 2" X 4" SMOOTH SAWN
- 2 1" X 4" FACIA
- 3 4" X 4" POST
- 4 1" X 4" ROUGH SAWN
- 5 2" X 4" SMOOTH SAWN
- 6 1" X 6" ROUGH SAWN
- 7 2" X 4"
- 8 2" X 6" SMOOTH SAWN
- 9 CONCRETE
- 10 4" - 3/4" ROCK

NOTES:  
1. ALL LUMBER SHALL BE NO. 1 SELECT, CEDAR, AND SHALL BE SOLID, STRAIGHT, FREE FROM KNOTS, SPLITS, SHAKES, & DISCOLORATION. ALL NAILS, FASTENERS AND OTHER HARDWARE SHALL BE HOT DIPPED GALVANIZED. NAILS SHALL BE SHANK.

## 3 SOLID FENCE - HORIZONTAL WOOD FENCE

SCALE: 1/2" = 1'

## 2 BRICK PAVERS - PEDESTRIAN

SCALE: 3" = 1'-0"

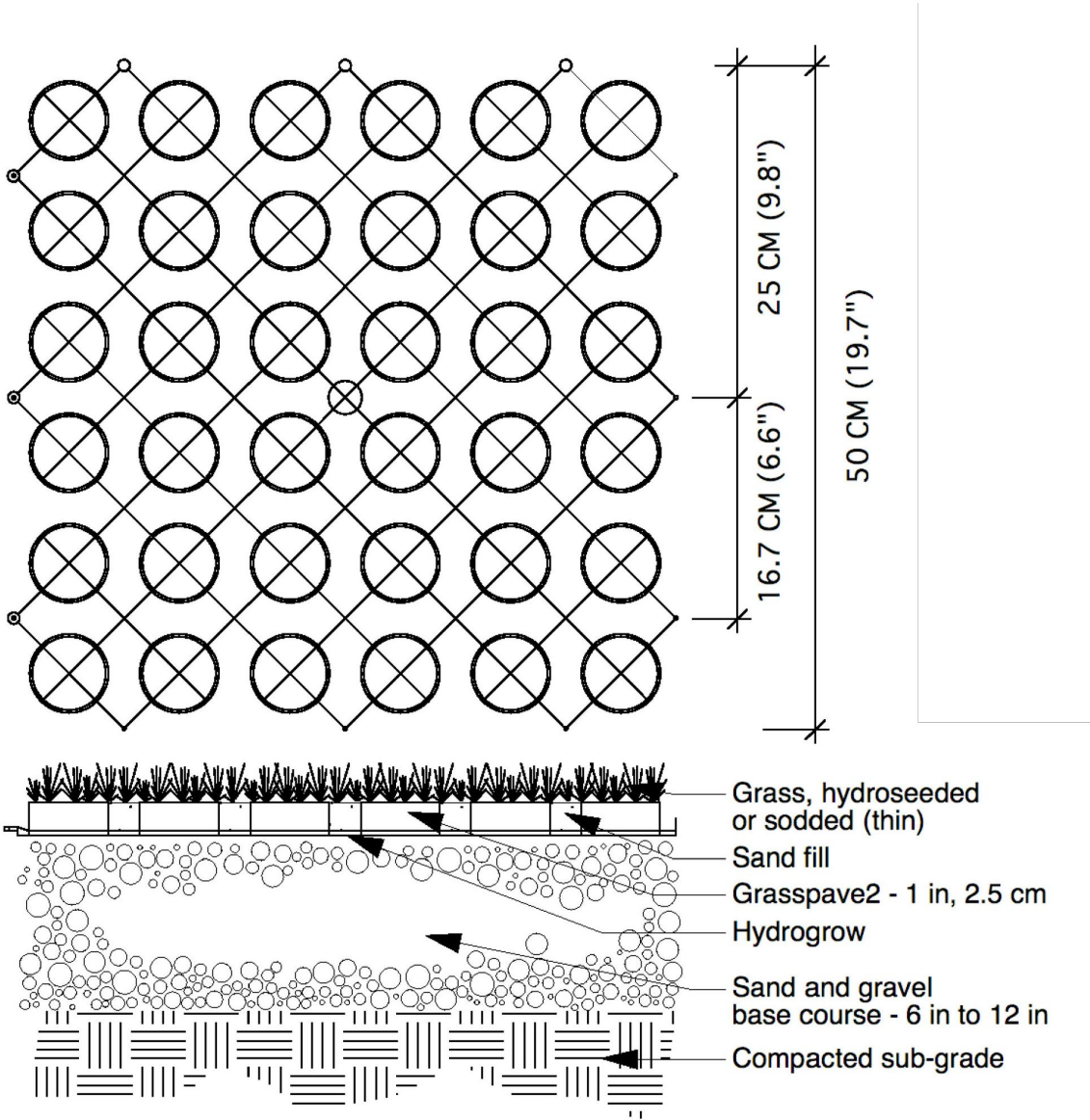


NOTES:  
1. SIGN COPY COLOR, DIMENSIONS, TYPE PER ADAMS COUNTY STANDARDS.  
2. SIGN HEIGHTS PER ADAMS COUNTY AND CDOT STANDARDS

## 4 MIDTOWN STREET SIGNAGE

SCALE: NTS

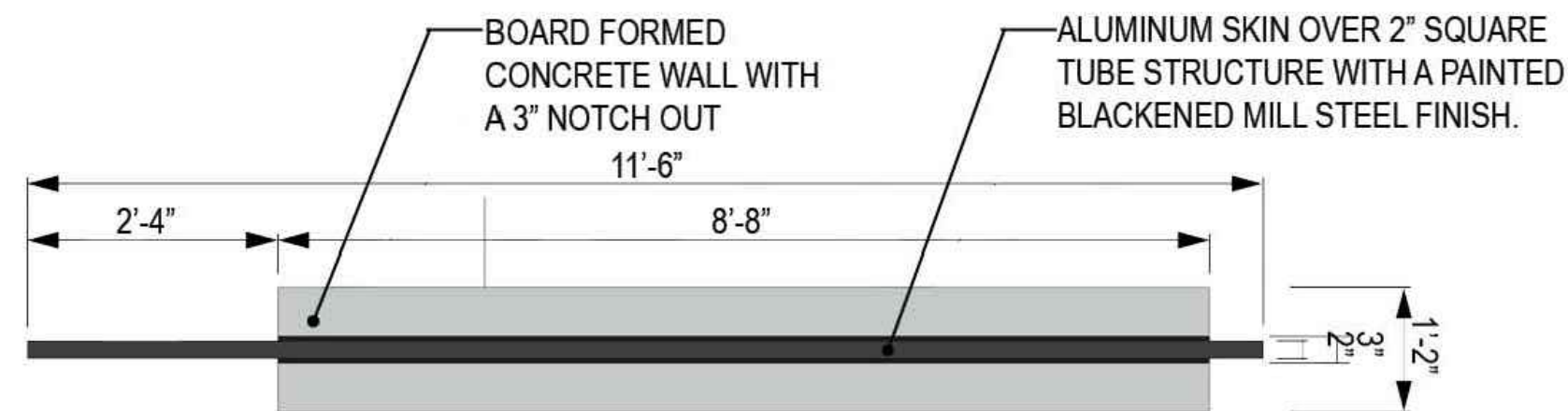




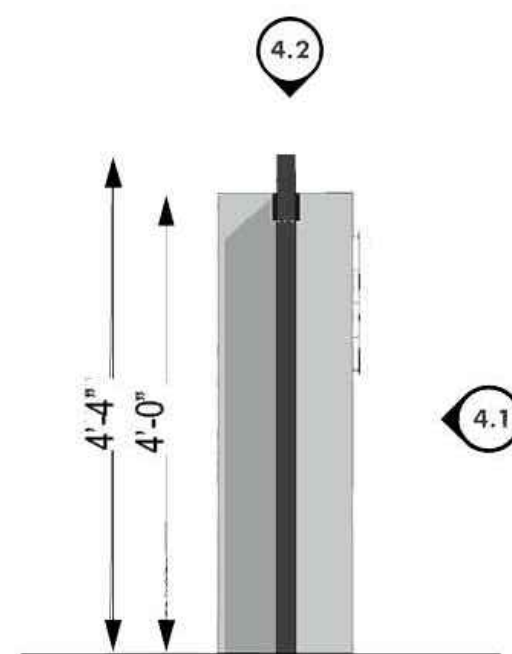
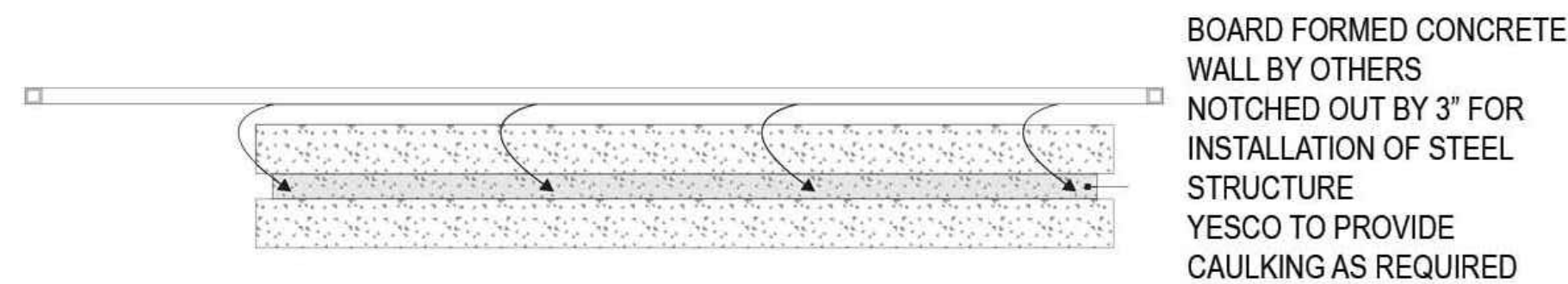
- ① INVISIBLE STRUCTURES, INC.  
800-233-1510  
GRASSPAVE2 SYSTEM
- ② GRASSPAVE2 TO BE SODDED  
WITH 90/10 FESCUE MIX. INSTALL  
SOD PER MANUFACTURER'S  
SPECIFICATIONS. REFER TO  
PLANS FOR GRASSPAVE  
LOCATION & LAYOUT

1 GRASS-PAVE DETAIL

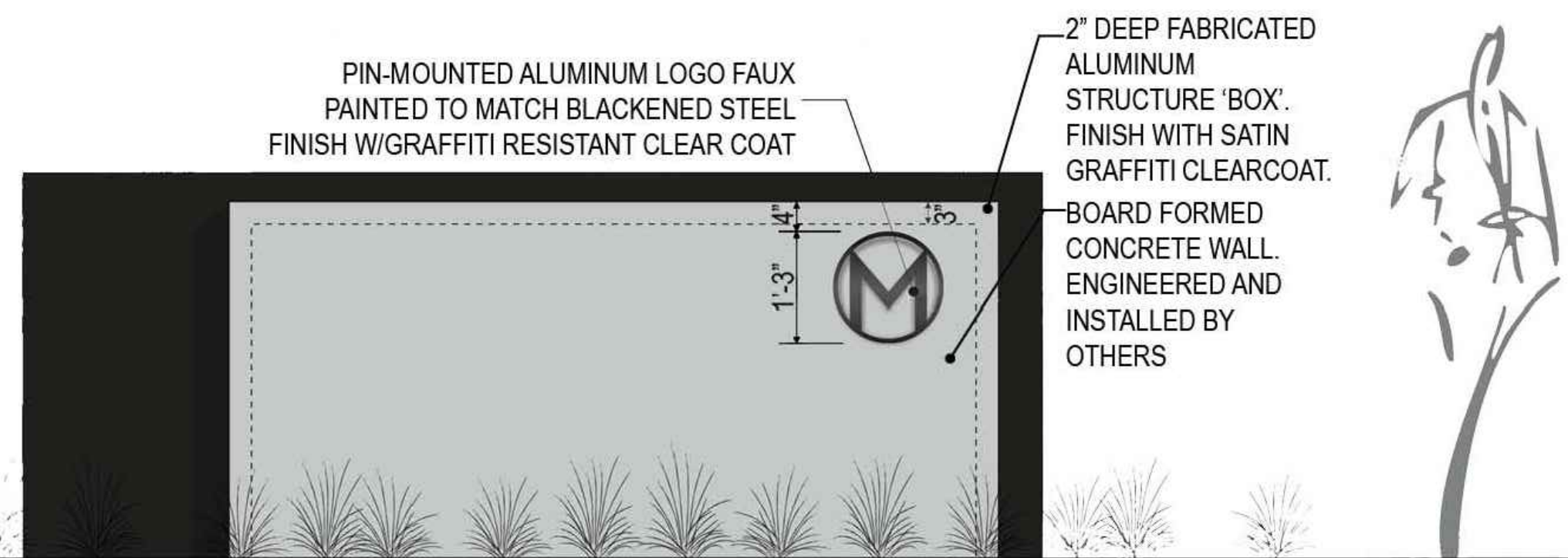
SCALE: 1" = N.T.S.



**4.3** PLAN VIEW  
QUANTITY: 1 SIGN TYPE A3



**4.2** ELEVATION - EAST FACE  
QUANTITY: 1 SIGN TYPE A3



**4.1** ELEVATION - NORTH FACE  
QUANTITY: 1 SIGN TYPE A3

SEE ENGINEERED DRAWINGS FOR  
STRUCTURE AND CONSTRUCTION  
DETAILS. FOOTING BY OTHERS

1

# MONUMENT SIGN

MONUMENT SIGNS DRAWN BY YESCO

MONUMENTATION SIGNAGE IS CONCEPTUAL  
AND DESIGN IS SUBJECT TO CHANGE.

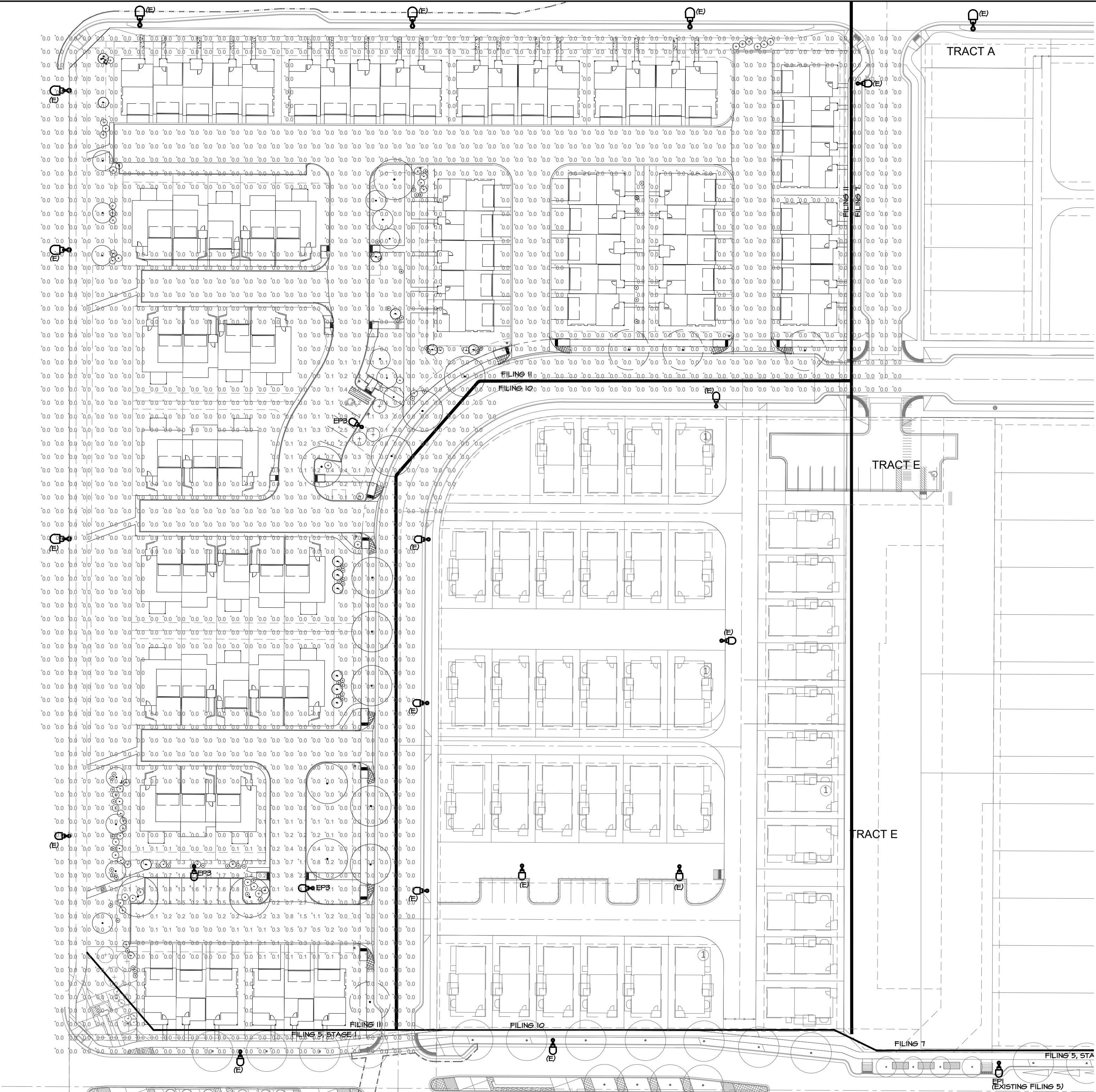
SCALE: NTS



GENERAL NOTES

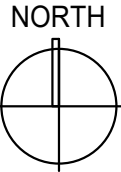
1. ALL SITE LIGHTING IS FULL-CUTOFF AND LOCATED TO PREVENT GLARE.
2. ALL SITE LIGHTING TO BE CONTROLLED BY PHOTOCELL TO LIMIT LIGHTING TO ONLY NIGHT-TIME HOURS.
3. ILLUMINANCE VALUES SHOWN ARE AT GRADE AND ARE CALCULATED USING A LIGHT LOSS FACTOR OF 1.0.
4. ILLUMINACE VALUES SHOWN REPRESENT LIGHTING FROM LUMINAIRES SHOWN EXPLICITLY ON THIS DRAWING, AND DO NOT INCLUDE BUILDING MOUNTED LIGHT FIXTURES OR LOCATED AS PART OF SEPARATE FILINGS.

MIDTOWN AT CLEAR CREEK  
FINAL DEVELOPMENT PLAN - FILING ELEVEN  
ADAMS COUNTY, COLORADO



FILING 11  
1 PHOTOMETRIC SITE PLAN

SCALE: 1" = 50'-0"





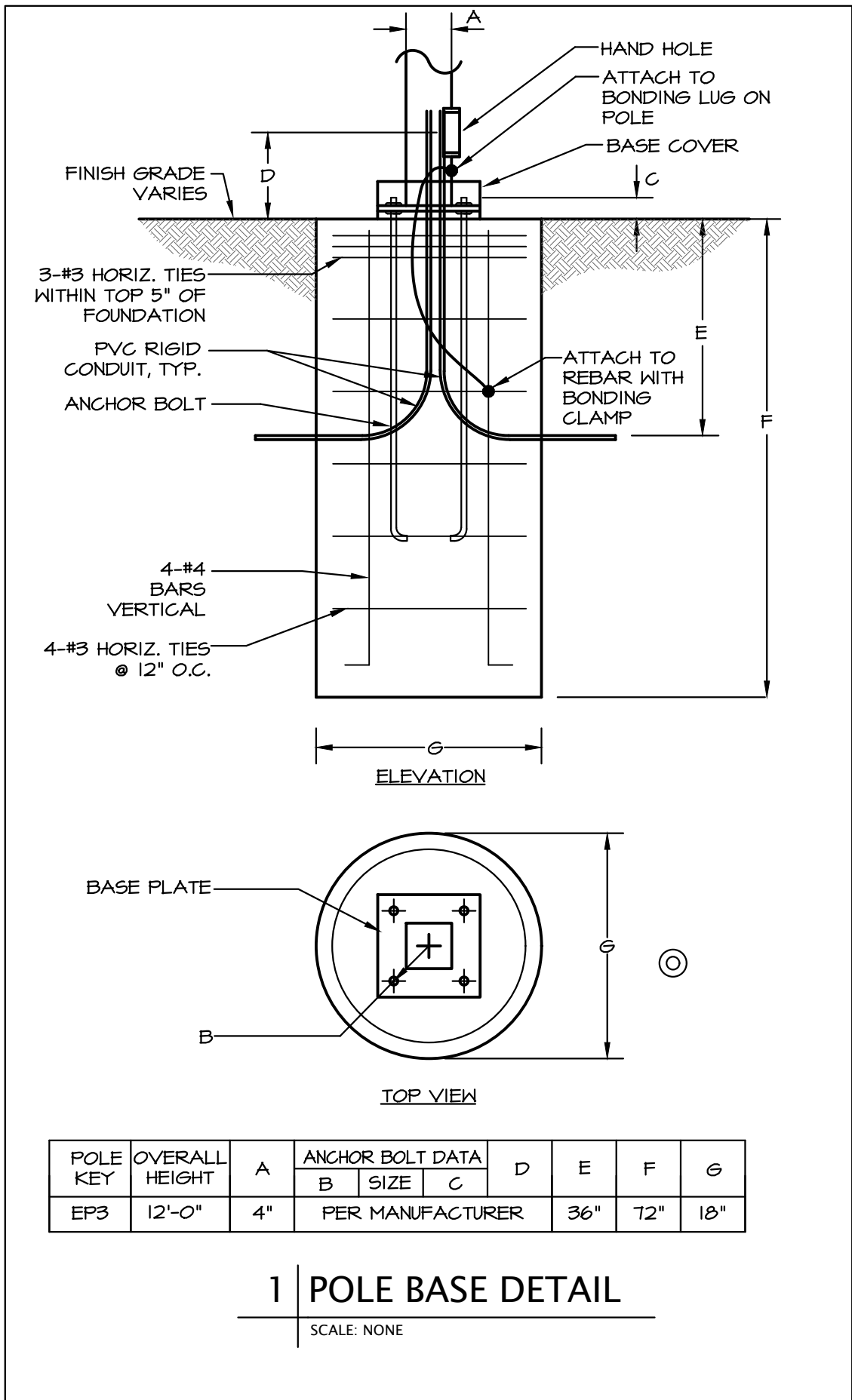
Brookfield  
Residential

6465 S. Greenwood Plaza Blvd., Suite 700  
Centennial, CO 80111  
303-706-9451



1101 Bannock Street  
Denver, Colorado 80204  
P 303.692.1166  
www.norris-design.com

MIDTOWN AT CLEAR CREEK  
FINAL DEVELOPMENT PLAN - FILING ELEVEN  
ADAMS COUNTY, COLORADO



LIGHTING FIXTURE SCHEDULE												
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP			MAX WATTS	MOUNTING LOCATION	INFORMATION BOF/RFD/OFH	NOTES	
					QTY	WATT	TYPE					
EP3	SINGLE SMALL HEAD, LED, ARCHITECTURAL AREA LUMINAIRE, FULL CUTOFF TYPE V REFLECTOR WITH PHOTOCELL, 12'-0" STRAIGHT ALUMINUM POLE	KIM	#ISA-WP9S-E5-P-70-60L-3K-240-PS	240	1	72	LED	72	POLE CONCRETE BASE	OFH = 12'-0"	1,2	
ABBREVIATIONS: BOF - BOTTOM OF FIXTURE, RFD - RECESSED FIXTURE DEPTH, OFH - OVERALL FIXTURE HEIGHT												
SPECIFIC NOTES: 1. LUMINAIRE AND POLE FINAL FINISHES SHALL MATCH EXISTING FINISHES ON SITE DURING PREVIOUS FILINGS. 2. EC TO PROVIDE INTEGRALLY MOUNTED PHOTOCELL FOR EACH LIGHT POLE LOCATION.												

ELECTRICAL SYMBOLS	
	LUMINAIRE TYPE, REFERENCING LUMINAIRE SCHEDULE, TYPICAL ALL FIXTURES. SUBSCRIPT, IF SHOWN, REFERENCES WALL SWITCH.
	WALL MOUNTED LUMINAIRE
	WALLWASH LUMINAIRE
	STEP LIGHT TYPE LUMINAIRE
	BOLLARD OR POST TOP LUMINAIRE
	EXTERIOR AREA LIGHT

Reset Form

KIM LIGHTING

WP9LE-LED

Large Electronic

120 Light Emitting Diodes

Total Max System Watts = 175W

Maximum weight:  
35 lb. electronic

Type:

Job:

Catalog number:

Approvals:

Date:

Page: 1 of 4

5 1/2" (142 mm)

1 3/8" (35 mm)

10 3/8" (263 mm)

FRONT

35 1/8" (892 mm)

10 3/8" (263 mm)

5 3/8" (135 mm)

120V, 208V, 240V, 277V

347V<sup>1</sup> and 480V<sup>1</sup>

SIDE

20" (508 mm)

5 1/8" (130 mm)

BOTTOM

HUBBELL

MODELS SHOWN ARE:

U.S. Patent D568,521,

Patent Pending Optics

© 2009 KIM LIGHTING • P.O. BOX 60080, CITY OF INDUSTRY, CA 91716-0080 • TEL: 626/968-5666 • FAX: 626/369-2695

5646809267

5 1/2" (142 mm)

1 3/8" (35 mm)

10 3/8" (263 mm)

FRONT

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5646809267

POINT ILLUMINANCE SUMMARY:					
AREA	AVERAGE (fc)	MAX (fc)	MIN (fc)	MAX/MIN	AVG/MIN
PARKING AREA - NORTH	1.5	3.4	0.6	5.7:1	2.5:1
PARKING AREA - SOUTH	0.8	1.7	0.2	8.5:1	4.0:1

**SUBDIVISION IMPROVEMENTS AGREEMENT  
FOR MIDTOWN AT CLEAR CREEK FILING 11**

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, a Colorado limited liability company, having an address of 6465 S. Greenwood Plaza Blvd. #700, Centennial, Colorado 80111, hereinafter called "Developer."

WITNESSETH:

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

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

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" 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 "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within the "construction completion date," which is December 31, 2020. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B" for a period not to exceed 180 days. 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.
5. **Guarantee of Compliance.** Developer shall furnish to the County, as collateral to guarantee compliance with this agreement, two bonds in form acceptable to the County and releasable only by the County. Said bonds shall be in the amounts as follows: (a) one bond in the amount of \$128,784.03 equal to the cost of the improvements described as "Phase One" in Exhibit "B," including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation; and (b) one bond in the amount of \$34,399.78, equal to the cost of the improvements described as "Phase Two" in Exhibit "B," including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of the improvements described as "Phase One" in Exhibit "B" constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the bond described in clause (a) above shall be released, provided that completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained (i.e., the Developer furnishing to the County a replacement bond in such amount) to guarantee maintenance of the "Phase One" improvements for a period of one year from the date of completion.. Upon completion of the improvements described as "Phase Two" in Exhibit "B" constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance

with section 5-02-05-01 of the County's Development Standards and Regulations, the bond described in clause (b) above shall be released, provided that completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained (i.e., the Developer furnishing to the County a replacement bond in such amount) to guarantee maintenance of the "Phase Two" improvements for a period of one year from the date of completion.

No construction or 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. No building permits shall be issued until the improvements described as "Phase One" in Exhibit "B" have been preliminarily accepted by the Department of Public Works. No certificates of occupancy shall be issued until the improvements described as "Phase Two" in Exhibit "B" have been preliminary accepted by the Department of Public Works.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
7. **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.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property as follows:

**A. Improvements.**

Public Improvements:

Osage Street, West 67<sup>th</sup> Place, Navajo Street, W. 68<sup>th</sup> Avenue and County of Adams storm sewer. See Exhibit "B" for description, estimated quantities and estimated construction costs.

Private Improvements:

Any other improvements set forth on Exhibit "B" not indicated as "public improvements" above.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and not later than the "construction completion date," which is December 31, 2020.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** No land is required to be conveyed to the County for right-of-way or other purposes in connection with the approval by Board of County Commissioners of this agreement and/or the final plat for the development known as Midtown at Clear Creek Filing No. 11.

9. **Superseding Effect.** This Agreement supersedes and replaces in its entirety that certain Subdivision Improvements Agreement for Midtown at Clear Creek Filing 11 between the Developer and the County approved by resolution of the Board of County Commissioners at the meeting of March 12, 2019 recorded at Reception No. 2019000022105, and such agreement is hereby terminated and of no further force or effect.

*[ signature page follows ]*

Developer:

Midtown LLC, a Colorado limited liability  
company

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
[CITY AND] COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Midtown LLC, a  
Colorado limited liability company.

Witness my hand and official seal.

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

\_\_\_\_\_  
Notary Public

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

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$163,183.81. No construction or 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.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

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

\_\_\_\_\_  
Chair

Approved as to form:

\_\_\_\_\_  
Adams County Attorney's Office



**EXHIBIT "A"**

**Legal Description:** MIDTOWN AT CLEAR CREEK FILING NO. 11

A PARCEL OF LAND BEING A PART OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000079792 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, WHENCE THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX. BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE SOUTH 60°06'28" EAST, A DISTANCE OF 80.74 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7 A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2016000009355, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE, SOUTH 89°48'22" EAST, A DISTANCE OF 556.53 FEET TO THE WESTERLY RIGHT-OF-WAY OF NAVAJO STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF NAVAJO STREET, SOUTH 00°16'34" WEST, A DISTANCE OF 219.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67TH PLACE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 10 RECORDED AT RECEPTION NO. 2018000004010, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF WEST 67TH PLACE AND THE WESTERLY RIGHT-OF-WAY OF OSAGE STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 10 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°43'26" WEST, A DISTANCE OF 209.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 148.50 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 233.26 FEET;
3. TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 370.30 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67TH AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 5 RECORDED AT RECEPTION NO. 2014000091485, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF WEST 67TH AVENUE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 84°33'32" WEST, A DISTANCE OF 22.07 FEET;
2. NORTH 89°43'26" WEST, A DISTANCE OF 175.19 FEET;
3. NORTH 45°07'55" WEST, A DISTANCE OF 25.20 FEET TO THE EASTERLY RIGHT-OF-WAY OF PECOS STREET AS DESCRIBED IN BOOK 3658 AT PAGE 687, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF PECOS STREET, NORTH 00°00'15" EAST, A DISTANCE OF 702.03 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 45°05'57" EAST, A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5.584 ACRES, (243,236 SQUARE FEET), MORE OR LESS.

PREPARED BY:

DEREK S. BROWN, PLS  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122

**EXHIBIT “B”**

**Midtown Filing 11 (Osage St.)**

**Phase One Improvements**

**Opinion of Probable Cost Estimate**

Date: 02/08/2019

JN: 10015.19

<b>Storm Sewer</b>	<b>CDOT</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
Connect to Existing	0	2	EA	\$3,000.00	\$6,000.00
Storm Sewer Subtotal					\$6,000.00
<b>Street Improvements</b>	<b>CDOT</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
<b>Concrete</b>					
8' Concrete Crossspan (Pavement)	412-00800	75	SY	\$73.95	\$5,546.25
Directional Handicap Ramp	608-00010	27	SY	\$170.20	\$4,595.40
<b>Paving</b>					
Adjust Valves to Grade	210-04050	2	EA	\$650.00	\$1,300.00
Asphalt (6" section)	411-03355	60.7	TON	\$73.00	\$4,431.10
6" Vertical Curb and Gutter (2' Pan)	609-21020	15	LF	\$34.33	\$514.95
Asphalt Milling / Resurfacing	202-00220	810	SY	\$7.04	\$5,702.40
Street Subtotal					\$22,090.10
<b>Demolition</b>	<b>CDOT</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
Remove Curb and Gutter	202-00203	168	LF	\$9.08	\$1,525.44
Remove Asphalt (6" Section)	202-00220	215	SY	\$7.04	\$1,513.60
Demolition Subtotal					\$3,039.04
<b>Osage St. - Phase One Improvements Total</b>					<b>\$31,129.14</b>

**Midtown Filing 11 (W. 67th Pl.)**

**Phase One Improvements**

**Opinion of Probable Cost Estimate**

Date: 02/08/2019

JN: 10015.19

<b>Street Improvements</b>	<b>CDOT</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
<b>Concrete</b>					
8' Concrete Crossspan (Pavement)	412-00800	50	SY	\$73.95	\$3,697.50
Directional Handicap Ramp	608-00010	18	SY	\$170.20	\$3,063.60
<b>Paving</b>					
Adjust Valves to Grade	210-04050	4	EA	\$650.00	\$2,600.00
Asphalt (6" section)	411-03355	35.0	TON	\$73.00	\$2,555.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	112	LF	\$34.33	\$3,844.96
Asphalt Milling / Resurfacing	202-00220	545	SY	\$7.04	\$3,836.80
Street Subtotal					\$19,597.86
<b>Demolition</b>	<b>CDOT</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
Remove Curb and Gutter	202-00037	112	LF	\$9.08	\$1,016.96
Remove Asphalt (6" Section)	202-00220	106	SY	\$7.04	\$746.24
Demolition Subtotal					\$1,763.20
<b>W. 67th Pl. - Phase One Improvements Total</b>					<b>\$21,361.06</b>

Midtown Filing 11 (Navajo St.)

Phase One Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>Paving</b>					
Asphalt (6" section)	411-03355	13.4	TON	\$73.00	\$978.20
6" Vertical Curb and Gutter (2' Pan)	609-21020	15	LF	\$34.33	\$514.95
Asphalt Milling / Resurfacing	202-00220	325	SY	\$7.04	\$2,288.00
Street Subtotal					\$3,781.15
<b>Demolition</b>					
Remove Curb and Gutter	202-00037	15	LF	\$9.08	\$136.20
Remove Asphalt (6" Section)	202-00220	40	SY	\$7.04	\$281.60
Demolition Subtotal					\$417.80
Navajo St. - Phase One Improvements Total					\$4,198.95

Midtown Filing 11 (W. 67th Ave.)

Phase One Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>Concrete</b>					
6" Vertical Curb and Gutter (2' Pan)	609-21020	30	LF	\$34.33	\$1,029.90
5' Concrete Walk (6" Thick)	608-00006	25	SY	\$57.68	\$1,442.00
<b>Paving</b>					
Asphalt Milling / Resurfacing	202-00220	450	SY	\$7.04	\$3,168.00
Asphalt (6" section)	411-03355	13.2	TON	\$73.00	\$963.60
Street Subtotal					\$6,603.50
<b>Demolition</b>					
Remove Curb and Gutter	202-00037	30	LF	\$9.08	\$272.40
Remove Asphalt (6" Section)	202-00220	40	SY	\$7.04	\$281.60
Remove Concrete Walk (6" Thick)	202-00200	25	SY	\$34.63	\$865.75
Demolition Subtotal					\$1,419.75
W. 68th Ave. - Phase One Improvements Total					\$8,023.25

Midtown Filing 11 (W. 68th Ave.)

Phase One Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Storm Sewer	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
5' Dia. Manhole	604-30005	1	EA	\$5,848.33	\$5,848.33
Connect to Existing	0	2	EA	\$3,000.00	\$6,000.00
Storm Sewer Subtotal					\$11,848.33
Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Adjust Manhole to Grade	210-04010	1	EA	\$1,439.28	\$1,439.28
Asphalt (9" Section)	411-03355	92.5	TON	\$73.00	\$6,752.50
6" Vertical Curb and Gutter (2' Pan)	609-21020	54	LF	\$34.33	\$1,853.82
5' Concrete Walk (6" Thick)	608-00006	30	SY	\$57.68	\$1,730.40
Paving					
Asphalt Milling / Resurfacing	202-00220	875	SY	\$7.04	\$6,160.00
Street Subtotal					\$17,936.00
Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	202-00037	54	LF	\$9.08	\$490.32
Remove Asphalt (6" Section)	202-00220	187	SY	\$7.04	\$1,316.48
Remove Concrete Walk (6" Thick)	202-00200	30	SY	\$34.63	\$1,038.90
Demolition Subtotal					\$2,845.70
W. 68th Ave. - Phase One Improvements Total					\$32,630.03

Midtown Filing 11 (Summary)

Phase One Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Storm Sewer	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
5' Dia. Manhole	604-30005	1	EA	\$5,848.33	\$5,848.33
Connect to Existing	0	4	EA	\$3,000.00	\$12,000.00
Storm Sewer Subtotal					\$17,848.33
Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	226	LF	\$34.33	\$7,758.58
8' Concrete Crossspan (Pavement)	412-00800	125	SY	\$73.95	\$9,243.75
5' Concrete Walk (6" Thick)	608-00006	55	SY	\$57.68	\$3,172.40
Directional Handicap Ramp	608-00010	45	SY	\$170.20	\$7,659.00
Paving					
Asphalt (9" Section)	411-03355	92.5	TON	\$73.00	\$6,752.50
Asphalt (6" section)	411-03355	122.3	TON	\$73.00	\$8,927.90
Adjust Manhole to Grade	210-04010	1	EA	\$1,439.28	\$1,439.28
Adjust Valves to Grade	210-04050	6	EA	\$650.00	\$3,900.00
Asphalt Milling / Resurfacing	202-00220	3,005	SY	\$7.04	\$21,155.20
Street Subtotal					\$70,008.61
Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	202-00037	379	LF	\$9.08	\$3,441.32
Remove Asphalt (6" Section)	202-00220	588	SY	\$7.04	\$4,139.52
Remove Concrete Walk (6" Thick)	202-00200	55	SY	\$34.63	\$1,904.65
Demolition Subtotal					\$9,485.49
Summary - Phase One Improvements Subtotal					\$97,342.43
Additional 20% Administration					\$19,468.49
5% Inflation per Year					\$5,840.55
5% Inflation per Year Two					\$6,132.57
Phase One Improvements Total					\$128,784.03



Midtown Filing 11 (W. 67th Pl.)

Phase Two Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	121	SY	\$3.66	\$441.23
5' Concrete Walk (6" Thick)	608-00006	121	SY	\$57.68	\$6,953.64
Street Subtotal					\$7,394.88

Midtown Filing 11 (Osage St.)

Phase Two Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	178	SY	\$3.66	\$652.70
5' Concrete Walk (6" Thick)	608-00006	178	SY	\$57.68	\$10,286.27
Street Subtotal					\$10,938.97

Midtown Filing 11 (Navajo St.)

Phase Two Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	125	SY	\$3.66	\$457.50
5' Concrete Walk (6" Thick)	608-00006	125	SY	\$57.68	\$7,210.00
Street Subtotal					\$7,667.50

Midtown Filing 11 (Summary)

Phase Two Improvements  
Opinion of Probable Cost Estimate  
Date: 02/08/2019  
JN: 10015.19

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	424	SY	\$3.66	\$1,551.43
5' Concrete Walk (6" Thick)	608-00006	424	SY	\$57.68	\$24,449.91
Street Subtotal					\$26,001.34
Summary - Phase Two Improvements Subtotal					\$26,001.34
Additional 20% Administration					\$5,200.27
5% Inflation per Year					\$1,560.08
5% Inflation per Year Two					\$1,638.08
Phase Two Improvements Total					\$34,399.78

Midtown Filing 11 (Summary)

Phase One & Two Improvements

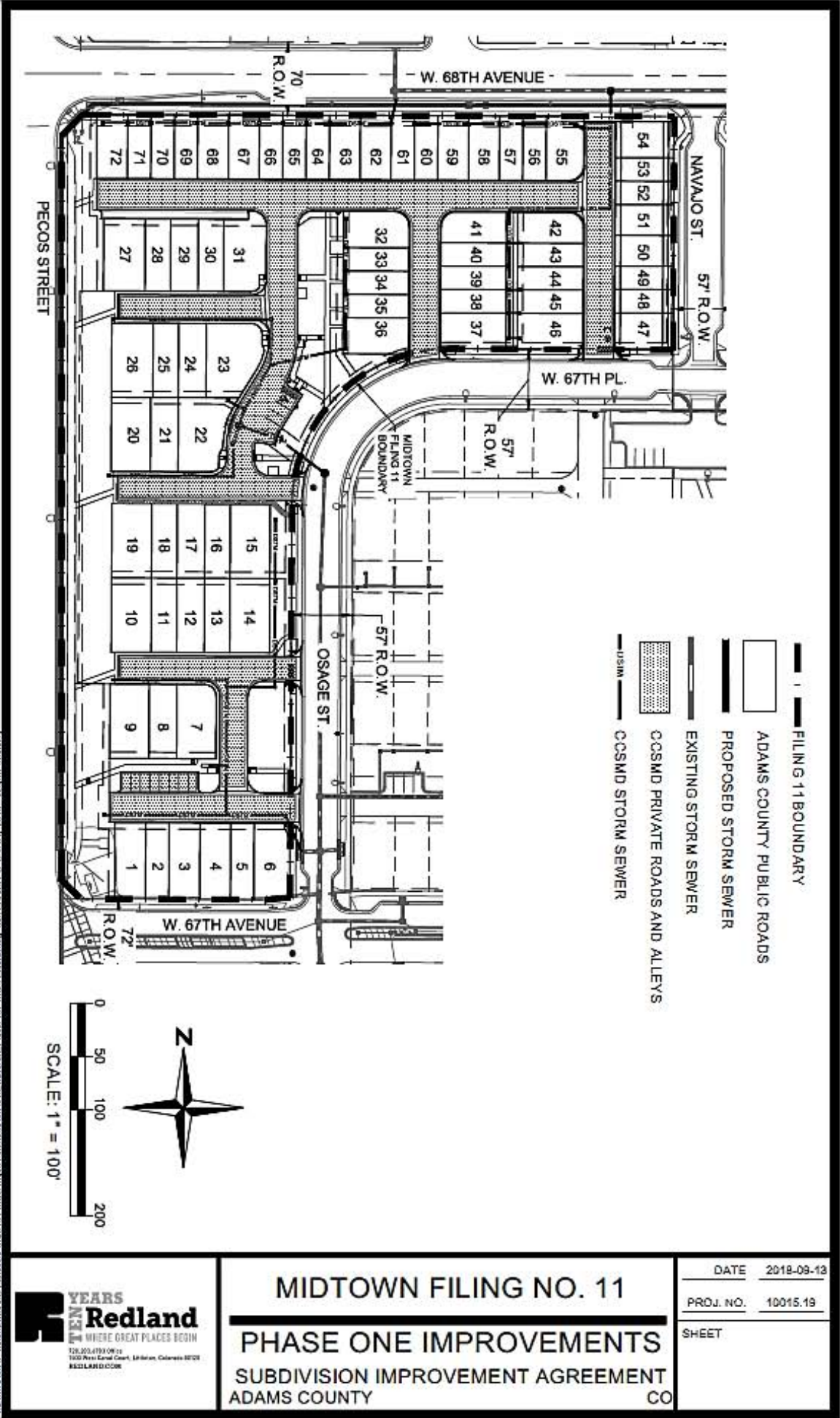
Opinion of Probable Cost Estimate

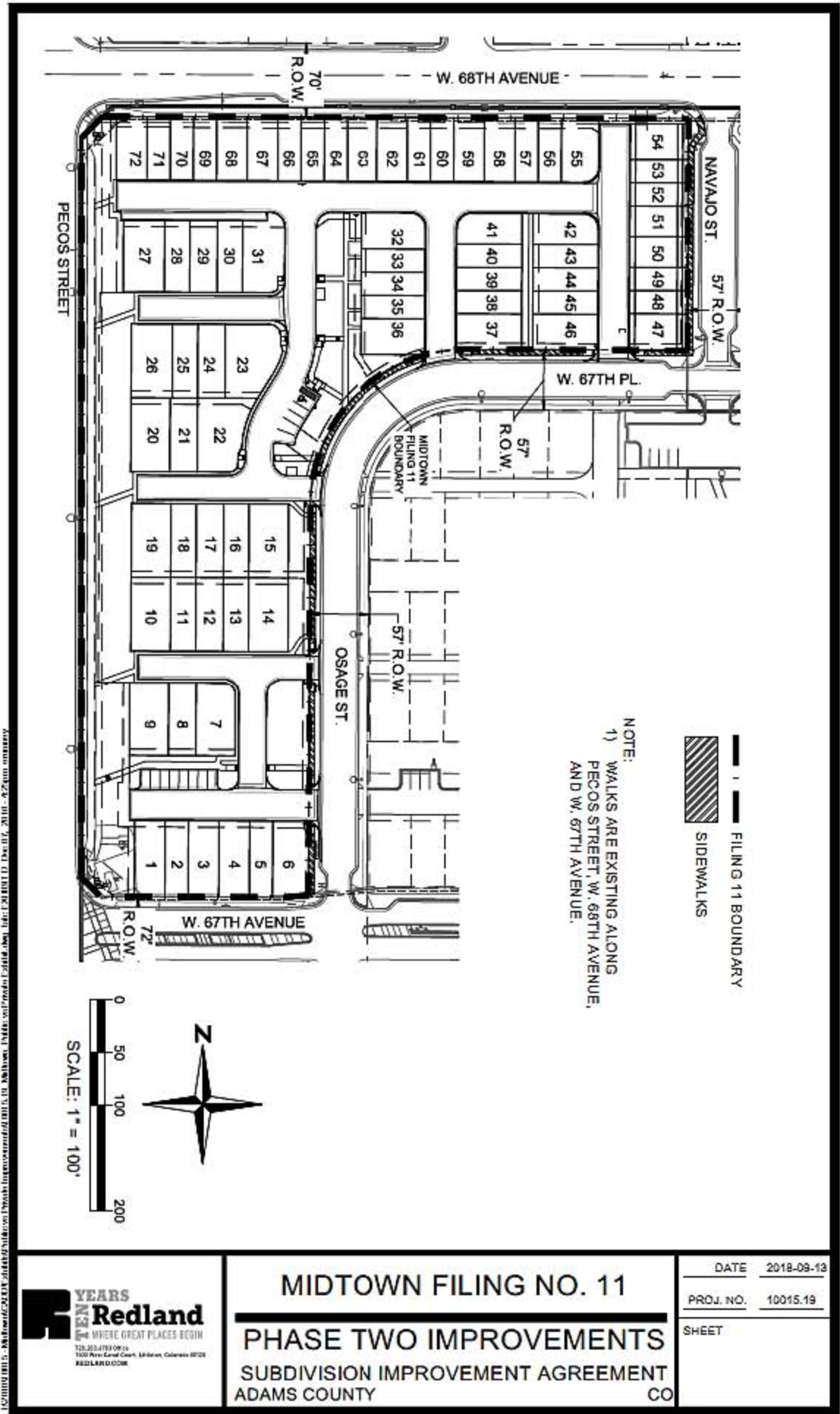
Date: 02/08/2019

JN: 10015.19

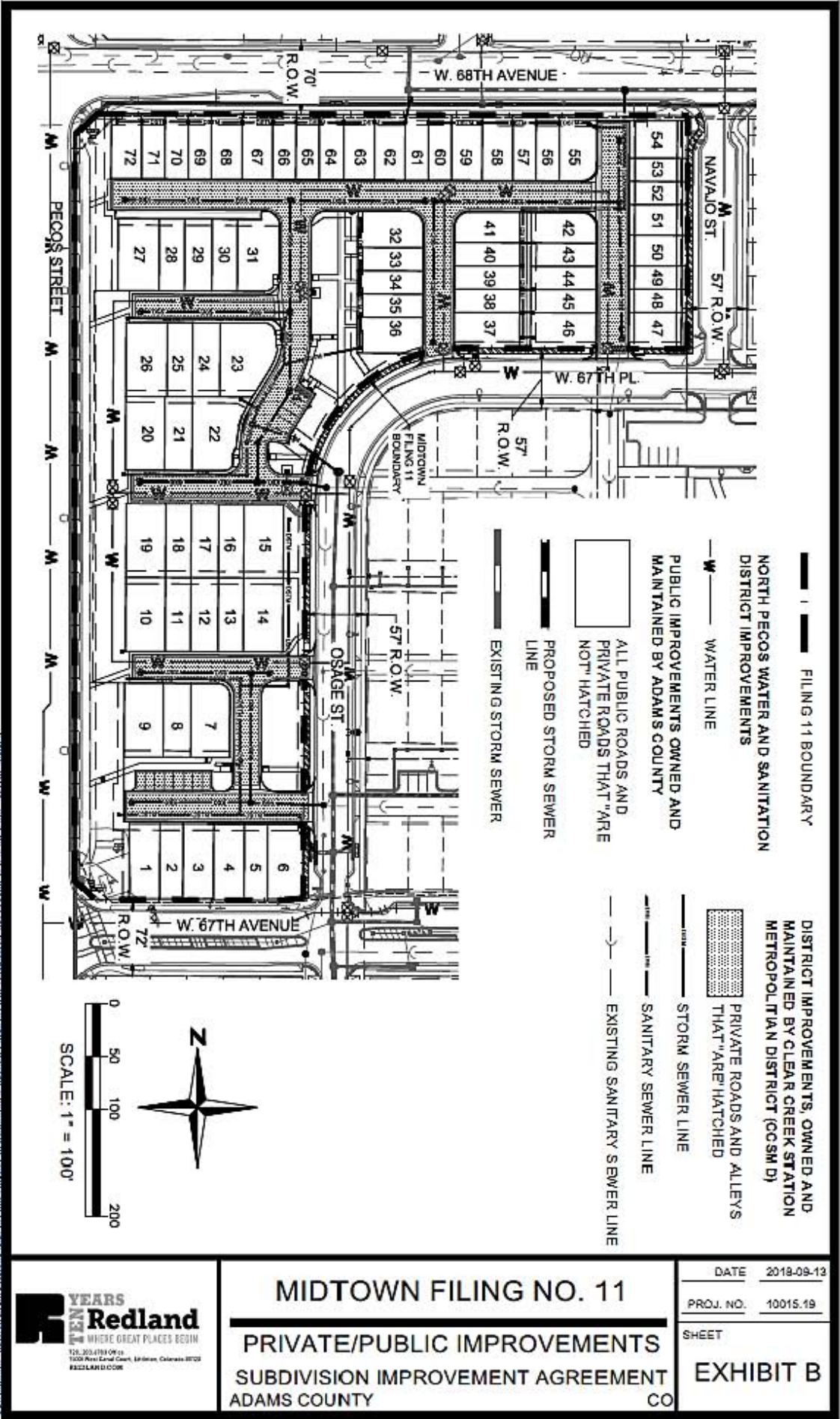
Storm Sewer	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Connect to Existing		4	EA	\$3,000.00	\$12,000.00
5' Dia. Manhole	604-30005	1	EA	\$5,848.33	\$5,848.33
Storm Sewer Subtotal					\$17,848.33
Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
8' Concrete Crosspan (Pavement)	412-00800	125	SY	\$73.95	\$9,243.75
Subgrade Prep - Concrete Walk	306-01000	424	SY	\$3.66	\$1,551.43
5' Concrete Walk (6" Thick)	608-00006	479	SY	\$57.68	\$27,622.31
Directional Handicap Ramp	608-00010	45	SY	\$170.20	\$7,659.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	226	LF	\$34.33	\$7,758.58
Paving					
Asphalt (9" Section)	202-00037	92.5	TON	\$73.00	\$6,752.50
Adjust Manhole to Grade	210-04010	1	EA	\$1,439.28	\$1,439.28
Adjust Valves to Grade	210-04050	6	EA	\$650.00	\$3,900.00
Asphalt (6" section)	411-03355	122.30	TON	\$73.00	\$8,927.90
Asphalt Milling / Resurfacing	202-00220	3,005	SY	\$7.04	\$21,155.20
Street Subtotal					\$96,009.95
Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	202-00037	379	LF	\$9.08	\$3,441.32
Remove Asphalt (6" Section)	202-00220	588	SY	\$7.04	\$4,139.52
Remove Concrete Walk (6" Thick)	202-00200	55	SY	\$34.63	\$1,904.65
Demolition Subtotal					\$9,485.49
Summary - Subtotal					\$123,343.77
Additional 20% Administration					\$24,668.75
5% Inflation per Year					\$7,400.63
5% Inflation per Year Two					\$7,770.66
Total					\$163,183.81













## Development Review Team Comments

**Date:** 10/22/18

**Project Number:** PRC2018-00018

**Project Name:** Midtown Filing 11

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

**A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.**

**An additional 20% review fee will be required after the third review and upon submittal of the fourth review.**

**Commenting Division:** Development Services, Planning

**Name of Reviewer:** Emily Collins

**Email:** [ecollins@adcogov.org](mailto:ecollins@adcogov.org)

### PLN1. REQUEST:

- a. Final Development Plan and Final Plat for 72 single-family attached (townhome) residential units on approximately 5.584 acres.
- b. These units include 47 rear-loaded and 25 front-loaded (motor court) townhomes. All streets and alleys in this Filing are private and will be maintained by the Metro District.

### PLN2. FDP COMMENTS:

- a. The FDP conforms to the Midtown at Clear Creek PUD Standards as outlined in the Third Amended PDP (PRC2017-00007) including:
  - i. Permitted land uses and product type (attached single-family)
  - ii. Required landscape, circulation, and road pattern
  - iii. Setbacks and height restrictions
  - iv. Ownership and maintenance of common areas
  - v. Density (approved at 6.6 du/acre), current Midtown density is 7.2 units per acre
- b. Required 2.5 parking spaces per unit.
  - i. Filing 11 includes 3.47 spaces per unit with overall parking ratio in Midtown at 3.95 spaces per unit.

- ii. **Please revise the parking exhibit** as there are several inconsistencies and incorrect labeling for front and rear loaded products. For example, the chart indicates Lots 1-6 as being included in the rear-loaded parking calculation; however these lots are labeled as type A (front-loaded). It is also unclear why a few lots scattered throughout do not have the same parking scenario as lots on either side (i.e. front-loaded without driveway parking spaces).
  - iii. **Please provide** the off-street parking stall dimensions and label which are handicap spaces.
- c. Cover Sheet: Please remove Eva J. Henry and only keep the “Chair” title
- d. Sheet 2: Revise Section H as a monument sign is shown on the site plans at the corner of 68<sup>th</sup> and Pecos.
- e. Sheet 6:
  - i. Lots 1-6 are labeled as front loaded, but the site plan on Sheet 3 indicates these are rear-loaded products.
  - ii. Per Second Amendment to the PDP: Please demonstrate how the “multi-family and commercial buildings adjacent to Pecos and 68<sup>th</sup> Ave shall have a minimum 30% masonry on the street side facades”. **Language may need to be added to Sheet 11.**
- f. Sheets 9-10 Landscape:
  - i. Please provide clarification or an explanation as to why the front-loaded townhomes require homeowners to maintain landscape but the rear-loaded products will have the Metro District maintain all landscape on their lots.
  - ii. Please also verify that all “front yard” landscape is maintained by the Metro District.
  - iii. Please explain the asterisk in the installation chart by the CCSMD.
- g. **Sheet 12 Setbacks:**
  - i. There appears to be a conflict with the minimum front setback for a garage (10’) and note 4 which requires a minimum 18’ garage face setback. Please revise the chart and remove the note.
  - ii. The minimum rear yard setbacks for alley loaded homes may need revision as the chart lists the 13’ or 20’ alleys and the tracts in Filing 11 are all 30’ so it is unclear which rear setback would apply.
  - iii. **A new chart may be more helpful** to define the setbacks from each ROW, private drives, etc. and remove setbacks that are not applicable to this product (i.e. accessory structures and 15’ rear yard for principal structure). Or create 2 setback charts, one for each product type.
- h. What is the width of the connections shown from Pecos Street to the private drives?
- i. Are there are dog stations in the pocket park? How many (total) are provided in this filing?
- j. Please provide a photometric exhibit for this filing. Is any lighting proposed for the off-street parking areas?
- k. Open space: there is no open space calculations showing overall, active, and passive areas (and %).
- l. This filing does not appear to include and fencing standards. Please provide standards.

PLN3. FINAL PLAT COMMENTS:

- a. The Final Plat conforms to the following as determined by the Approved Third Amendment to the PDP.
  - i. Single Family Attached Townhome: Minimum Lot Size 900 square feet/ Minimum lot width-15ft
  - ii. Maximum density 16 du/acre. Proposed is 13 du/acre
- b. Please demonstrate the proposed townhomes can conform to the maximum 80% lot coverage as restricted in the 3<sup>rd</sup> Amendment to the PDP.**
- c. Sheet 1: Change BOCC signatures block from “Chairperson” to “Chair” and remove CEDD and PC signature lines. The final plat is only signed by the BOCC.

PLN4. SUBDIVISION IMPROVEMENTS AGREEMENT

A Subdivision Improvements Agreement is required with a Final Plat submittal pursuant to Section 2-02-17-04 (Major Subdivision, Final Plat) and Section 5-02-05.

- a. A draft SIA was not submitted with the application. An executed SIA and collateral shall be submitted to Community and Economic Development prior to scheduling any public hearings.**
- b. Public Land Dedication Fees are required in the amount of \$ \$94,679.15 (see attached spreadsheet). These fees are required prior to scheduling public hearings.**

**Commenting Division: Development Services, Engineering:**

**Name of Reviewer:** Eden Steele

**Email:** [esteele@adcogov.org](mailto:esteele@adcogov.org)

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0584H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone. A floodplain use permit will not be required.

ENG2: Property is in the Adams County MS4 Stormwater Permit area. No Stormwater Quality (SWQ) Permit will be required for land development of Midtown Filing 11 since the development was grandfathered in prior to the expansion of the MS4 area in August 2017. A SWQ permit will still be required at the time of vertical construction. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMP's. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 in regards to illicit discharge.

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: 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.

ENG5: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG6: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

**Commenting Division: Development Services, Right-of-Way**

**Name of Reviewer:** Marissa Hillje

**Email:** [mhillje@adcogov.org](mailto:mhillje@adcogov.org)

ROW1: Please see attached highlighted items on the title commitment submitted. The County requires that all easements be shown on the plat. The highlighted items should be reviewed and shown if applicable. In addition, please send the County the recorded documents of any item shown on the plat.

ROW2: Add case no PRC2018-00018 to top right of each sheet.

ROW3: Change signature lines to Chair

ROW4: Public streets are not being dedicated to the County. Revise dedication statement.

ROW5: Separate note 6 into 2 different notes if utility easements are being dedicated along the lot lines. If not remove note about the 6ft utility easement.

ROW6: All easements being dedicated by this plat should be shown accurately. The County will not accept easements for wet utilities (ex sewer and water). Those will have to be dedicated by separate instrument.

ROW7: If the private drives are being named the developer and County ROW specialist should work together to work on naming the drives. The County would like the developer to propose names for the private drives based on the Denver Metro Grid. The ROW specialist will review

the proposals and make changes if needed. The lots will be addressed off of the names of the private drives.

ROW8: Please label private drive for the applicable tracts

ROW9: The legend indicates that there is a 5ft S.D.M.E .- this is not shown on the plat. Please revise.

ROW10: Revise signature blocks- see redlines

ROW11: See all other redlines on plat attached.





## Development Review Team Comments

**Date:** 1/16/19

**Project Number:** PRC2018-00018

**Project Name:** Midtown Filing 11

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

**A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.**

**An additional 20% review fee will be required after the third review and upon submittal of the fourth review.**

**Commenting Division:** Development Services, Planning

**Name of Reviewer:** Emily Collins

**Email:** [ecollins@adcogov.org](mailto:ecollins@adcogov.org)

### PLN1. REQUEST:

- a. Final Development Plan and Final Plat for 72 single-family attached (townhome) residential units on approximately 5.584 acres. These units include 47 rear-loaded and 25 front-loaded (motor court) townhomes.
- b. A second submittal was received on December 21, 2018.**

### PLN2. FDP COMMENTS:

#### **a. Sheet 12 Setbacks:**

- i. The chart and sheet 11 illustrations reflect a 4.5 ft rear setback; however, the re-submittal response indicates a 5.5 ft rear setback. Please revise.
  - ii. The chart still includes an accessory structure height, but no other setbacks. If the intent is to allow homeowners to have accessory structures, please include side and rear setbacks. If the intent is to not allow it, remove the height standard.
  - iii. Please update sheet 11 to show the 15 ft rear setback on front-loaded product illustration.
- b. Sheets 17-18 can be removed from the FDP document. These details were requested as part of the review only.

- c. Please include the fence location and design exhibit in the FDP. Or show location of fencing in sheets 4-6.
- d. **Please update the open space chart to include:**
  - i. Overall open space (provide the elements included in this calculation, such as streets, sidewalks, etc)
  - ii. Active (included in second submittal)
  - iii. Passive areas
  - iv. Chart should include amount required (square footage) and amount provided.

**PLN3. FINAL PLAT COMMENTS:**

- a. Sheet 1: Add County Attorney "Approved as to Form" signature line under BOCC signature block.

**PLN4. SUBDIVISION IMPROVEMENTS AGREEMENT**

A Subdivision Improvements Agreement is required with a Final Plat submittal pursuant to Section 2-02-17-04 (Major Subdivision, Final Plat) and Section 5-02-05.

- a. **A draft SIA and pre-plat SIA was submitted with the application. Staff is coordinating comments on each document.**
- b. Public Land Dedication Fees are required in the amount of \$ \$94,679.15 (see attached spreadsheet). Staff is reviewing all PLD fees associated with past filings to determine applicable fees for proposed and future filings. Fees may still be required for Filing 11.

**Commenting Division: Development Services, Engineering:**

**Name of Reviewer:** Matt Emmens

**Email:** [memmens@adcogov.org](mailto:memmens@adcogov.org)

ENG1: To be provided separately.

**Commenting Division: Development Services, Right-of-Way**

**Name of Reviewer:** Eden Steele

**Email:** [esteele@adcogov.org](mailto:esteele@adcogov.org)

ROW1: Easements listed on title commitment under Rec No. 2014000066879, No. 2014000086323, and No. 2014000086324 do not appear on the plat. If these easements are not within close enough proximity to the subdivision to appear on the plat, they need to be removed from the title commitment. A note on Sheet 2 regarding their whereabouts will also suffice.

ROW2: Please submit the document recorded under Rec No. 2017011678.

ROW3: Address or correct all other issues denoted on the attached plat with ROW redlines.

**ADDRESSING:**

ROW1: See recommended addresses on the attached plat with ROW redlines, and double check to ensure addresses make sense for the development. Addresses were based on the direction in

which the units' front doors were oriented (wherever possible). Lots 32-36 could have an Osage Ct or Navajo Way address, but Navajo Way may be more visible from the street. Let me know what you think.

**Commenting Division: Development Services, Building Safety**

**Name of Reviewer:** Justin Blair

**Email:** [jblair@adcogov.org](mailto:jblair@adcogov.org)

**BDS1:** Minimum rear setback to garage (building plane) must be a minimum of 5 ft. Revise Sheets 11 (illustration) and 12 (chart).

## Emily Collins

---

**From:** Loeffler - CDOT, Steven [steven.loeffler@state.co.us]  
**Sent:** Thursday, September 20, 2018 11:25 AM  
**To:** Emily Collins  
**Subject:** Re: PRC2018-00018 Midtown Filing 11 Request for Comments  
**Attachments:** image002.jpg

Emily,

I have reviewed the referral named above for a FDP to allow 72 single-family residential homes near W. 68th Ave. and Pecos Street and have no objections.

Thank you for the opportunity to review this referral.

**Steve Loeffler**  
Permits Unit



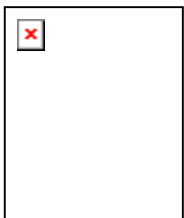
P 303.757.9891 | F 303.757.9886  
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

On Thu, Sep 20, 2018 at 9:33 AM Emily Collins <[ECollins@adcogov.org](mailto:ECollins@adcogov.org)> wrote:

Good Morning!

Please see the attached Request for Comments on the above case. Comments are due by **Thursday, October 11<sup>th</sup>**.

Thank you for your review!



**Emily Collins, AICP**

Planner III, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

O: 720-523-6820 | [ecollins@adcogov.org](mailto:ecollins@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)



**COLORADO**  
Division of Water Resources  
Department of Natural Resources

John W. Hickenlooper  
Governor

Robert Randall  
Executive Director

Kevin G. Rein, P.E.  
Director/State Engineer

September 24, 2018

Emily Collins  
Adams County Planning and Development  
Transmission via email:  
[ECollins@adcogov.org](mailto:ECollins@adcogov.org)

RE: Midtown at Clear Creek Filing No. 11  
Case No. PRC2018-00018  
NW ¼ of the SE ¼ Sec. 4, T3S, R68W, 6th P.M.  
Water Division 1, Water District 7

Dear Ms. Collins,

We have reviewed the above referenced proposal to subdivide a portion of the Midtown at Clear Creek Planned Unit Development, to be known as Midtown at Clear Creek Filing 11. Filing 11 will consist of 72 residential lots on approximately 5.584 acres.

**Water Supply Demand**

A Water Supply Information Summary Sheet was not submitted therefore, the water supply demand for this subdivision is unknown. Prior to further review a water supply plan must be submitted. Details of necessary information to be included in the subdivision water supply plan can be found on Attachment A of the Updated Memorandum Regarding Subdivisions, available online at

<http://water.state.co.us/groundwater/GWAdmin/Pages/SubdivisionWSP.aspx>.

**Source of Water Supply**

The proposed water source is the North Pecos Water and Sanitation District ("District"). A letter from the District, dated March 30, 2011, indicates that the District will consider providing water and sanitary sewer service to the proposed area for the Midtown at Clear Creek Project. Such letter does not appear to commit to providing service to the development. The District is contracted with the Denver Water Department ("Denver Water") and obtains treated water on demand pursuant to Denver Water Distributor Contract No. 210. We consider Denver Water to be a reliable water supplier.

It appears that numerous monitoring wells have been drilled in the area; several non-exempt recovery wells have also been constructed. The applicant should be aware that all wells abandoned during the development process must be plugged and abandoned in accordance with Rule 16 of the Water Well Construction Rules and Well Abandonment Reports must be completed and submitted to our office for each abandoned well.

The applicant should be aware that section 37-92-602(3)(b)(III), C.R.S. requires that the cumulative effect of all wells in a subdivision be considered when evaluating material injury to decreed water rights. Therefore, any existing exempt wells within Filing 11 must be re-permitted pursuant to a decreed augmentation plan, or must be plugged and abandoned since the provisions of Section 37-92-602, C.R.S., which allowed for issuance of the well permit, will no longer apply.



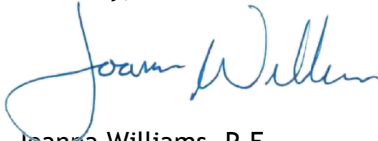
Furthermore, the applicant should be aware that any proposed detention pond for this filing, must meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), Colorado Revised Statutes, to be exempt from administration by this office. The applicant should review DWR's *Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado*, attached, to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The applicant is encouraged to use *Colorado Stormwater Detention and Infiltration Facility Notification Portal*, located at <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif>, to meet the notification requirements.

**State Engineer's Office Opinion**

Since insufficient information was provided, we cannot comment on the potential for injury to existing water rights or the adequacy of the proposed water supply under the provisions of Section 30-28-136(1)(h)(II), C.R.S. Prior to further evaluation, a subdivision water supply plan must be submitted, a letter of commitment for service must be provided by the District and the Applicant must clarify if there are existing exempt wells located on the property. If there are existing exempt wells located on the property the Applicant must clarify if the wells will be plugged and abandoned or if they will be included in a court approved augmentation plan.

Should you or the applicant have any questions, please contact Ioana Comaniciu at (303) 866-3581 x8246.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joanna Williams".

Joanna Williams, P.E.  
Water Resource Engineer

Ec: 25055



**COLORADO**  
Division of Water Resources  
Department of Natural Resources

John W. Hickenlooper  
Governor

Robert Randall  
Executive Director

Kevin G. Rein, P.E.  
Director/State Engineer

January 3, 2019

Emily Collins  
Adams County Planning and Development  
Transmission via email:  
[ECollins@adcogov.org](mailto:ECollins@adcogov.org)

RE: Midtown at Clear Creek Filing No. 11  
Case No. PRC2018-00018  
NW ¼ of the SE ¼ Sec. 4, T3S, R68W, 6th P.M.  
Water Division 1, Water District 7

Dear Ms. Collins,

We have reviewed the additional information provided on December 19, 2018 via email by Mike Pietschmann of Redland on the above referenced proposal to subdivide a portion of the Midtown at Clear Creek Planned Unit Development, to be known as Midtown at Clear Creek Filing 11. Filing 11 will consist of 72 residential lots on approximately 5.584 acres. This office previously provided comments on this proposal by our letter dated September 24, 2018.

**Water Supply Demand**

The Water Supply Information Summary Sheet ("Summary Sheet") submitted with the additional information indicates that the water supply demands for this subdivision are 35,355 gallons/day or 39.6 acre-feet/year for household use and 3,700 gallons/day or 4.14 acre-feet/year for irrigation use of 2.1 acres, totaling 39,055 gallons/day or 43.74 acre-feet/year. We note that the amount of water use estimated for household appears to be high compare to the State Engineer's water use estimate of 280 gallons/day/house (0.33 acre-feet/year/house). However, so long as the water provider agrees to provide the water needed to serve the project, this office does not seek any further clarification on the proposed water demand.

**Source of Water Supply**

The proposed water source is the North Pecos Water and Sanitation District ("District"). A letter from the District, dated March 30, 2011, indicates that the District will consider providing water and sanitary sewer service to the proposed area for the Midtown at Clear Creek Project. In our previous comment letter we indicated that such letter does not appear to commit to providing service to the development. Therefore the Applicant must provide a commitment letter to the County prior to the final approval of this subdivision. The District is contracted with the Denver Water Department ("Denver Water") and obtains treated water on demand pursuant to Denver Water Distributor Contract No. 210. We consider Denver Water to be a reliable water supplier.

In our previous letter we mentioned the existence of numerous monitoring wells, non-exempt recovery wells and possible exempt wells. The Applicant clarified that there are no permitted monitoring wells located on the property and if any wells within the boundaries of Filing 11 are discovered during construction, they will be plugged and abandoned in accordance with Rule 16 of the Water Well Construction Rules. Well Abandonment Reports will be completed and submitted to the Division of Water Resources. According to previous information submitted to this office all the non-exempt wells associated with the remediation program are





operated as part of the groundwater barrier system and are covered by the augmentation plan decreed in by the Division 1, Water Court in Case No. 94CW004.

The applicant also clarified that there are no exempt wells located within the boundaries of Filing 11. All existing exempt wells are located outside the boundary of Filing 11 on the overall Midtown property.


In our previous letter we also indicated that the applicant should be aware that any proposed detention pond for this filing, must meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), Colorado Revised Statutes, to be exempt from administration by this office. The applicant clarified that there are no new detention facilities proposed with Filing 11. Filing 11 is tributary to an existing regional pond that has been designed to account for the developed runoff generated by Filing 11 at full build-out. The existing pond was previously approved by County as part of Midtown at Clear Creek Filing 1.

**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 provide water to all 72 lots within this subdivision.

Should you or the applicant have any questions, please contact Ioana Comaniciu at (303) 866-3581 x8246.

Sincerely,



Joanna Williams, P.E.  
Water Resource Engineer

Ec: 25055

# COLORADO GEOLOGICAL SURVEY

1801 19<sup>th</sup> Street  
Golden, Colorado 80401



Karen Berry  
State Geologist

October 11, 2018

Emily Collins, AICP  
Adams County  
Community & Economic Development  
4430 S. Adams County Parkway, Suite W2000A  
Brighton, CO 80601

**Location:**  
NW SE Section 4,  
T3S, R68W of the 6<sup>th</sup> P.M.  
39.8197, -105.0056

**Subject: Midtown Filing 11 – FDP, Final Plat**  
**Case Number PRC2018-00018; Adams County, CO; CGS Unique No. AD-19-0010**

Dear Ms. Collins:

Colorado Geological Survey has reviewed the Midtown Filing 11 Final Development Plan (FDP) and Major Subdivision (Final Plat) referral. I understand the applicant proposes 72 single family attached homes on 5.6 acres located immediately southeast of the intersection of W. 68<sup>th</sup> Ave. and Pecos St., within the Midtown at Clear Creek PUD. With this referral, I received a request for CGS's review (September 20, 2018), a Written Explanation (undated), a set of 16 Midtown Filing 11 Final Development Plans (Brookfield Residential/Redland/Norris Design, September 14, 2018), and a set of five Midtown at Clear Creek – Filing No. 11 final plat sheets (AzTec Consultants, October 9, 2018).

CGS previously reviewed the overall Midtown at Clear Creek project at preliminary plat and PUD-P (November 9, 2007), Midtown at Clear Creek 2<sup>nd</sup> and 3<sup>rd</sup> Amendments to Approved PDP (April 4, 2014 and November 3, 2017), Filings 3 through 10 (various dates 2014-2017), and a proposed school parcel southeast of 68<sup>th</sup> and Zuni (April 25, 2017). As part of our original Midtown at Clear Creek referral response, we reviewed a Subsurface Exploration Program and Preliminary Geotechnical Evaluation (Ground Engineering, October 26, 2006). CGS also received a Preliminary Geotechnical Study, Midtown at Clear Creek, Phases 2 and 3 (Cesare, Inc., July 2, 2012) as part of the Midtown Filing 6 applicant's response to comments. No additional geologic, geotechnical or environmental information has been submitted to CGS.

The site is located outside of the mapped FEMA Clear Creek flood hazard zone, is not undermined, and is not exposed to or located within any identified geologic hazard areas that would preclude the proposed residential use and density. **CGS therefore has no objection to approval of the Midtown at Clear Creek Filing 11 FDP and plat.**

**Soil and bedrock engineering properties.** The previously reviewed geotechnical reports for Midtown by Ground Engineering and Cesare, Inc. contain appropriate *preliminary* recommendations for mitigating potential damage caused by the site's expansive and collapsible soils and expansive claystone bedrock. Updated geotechnical investigation and analysis, based on current development plans, are recommended to more accurately characterize soil and bedrock engineering properties and to determine the depth and extent of any required overexcavation, if this has not been completed already.

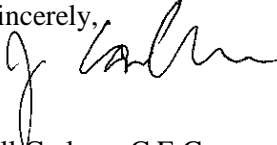
**Corrosive soils.** Adams County Soil Survey data indicate that local soils present a moderate risk of corrosion to uncoated steel. On lots where basements are planned and groundwater levels are sufficiently deep to

Emily Collins  
October 11, 2018  
Page 2 of 2

allow below-grade construction, epoxy-coated, vinyl/composite/fiberglass, concrete, or otherwise corrosion-resistant basement window wells are recommended, rather than uncoated or galvanized steel.

Thank you for the continued opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jill Carlson', written over the word 'Sincerely,'.

Jill Carlson, C.E.G.  
Engineering Geologist



October 1, 2018

Emily Collins  
Adams County Planning and Development Department  
4430 South Adams County Parkway  
1st Floor, Suite W2000A  
Brighton, CO 80601

RE: Midtown Filing 11, PRC2018-00018  
TCHD Case No. 5199 & 5200

Dear Ms. Collins,

Thank you for the opportunity to review and comment on the Final Development Plan, Major Subdivision Final Plat, and Subdivision Improvement Agreement for Filing 11 to allow 72 single-family lots on 5.584 acres located southwest of W 68<sup>th</sup> Avenue and Pecos Street. Tri-County Health Department (TCHD) staff reviewed earlier applications for this development and at this time has no new comments.

Please feel free to contact me at 720-200-1585 or [aheinrich@tchd.org](mailto:aheinrich@tchd.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Annemarie Heinrich", written in a cursive style.

Annemarie Heinrich, MPH/MURP  
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

October 9, 2018

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

Attn: Emily Collins

**Re: Midtown at Clear Creek Filing No. 11, Case # PRC2018-00018**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Midtown at Clear Creek F11** and requests that per plat Note 6 that the 6-foot wide dry utility easements are shown across the front and rear of all lots.

Please note that consideration must be made for space for electric transformers, pedestals and cabling; and, space for service truck access to natural gas distribution facilities.

Please be aware PSCo owns and operates existing electric distribution facilities in some perimeter areas of the subject property. The property owner/developer/contractor must complete the **application process** for any new natural gas or electric service, or modification to existing facilities via FastApp-Fax-Email-USPS (go to: <https://www.xcelenergy.com/start, stop, transfer/new construction service activation for builders>). 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** at 1-800-922-1987 to have all utilities located prior to any construction. Should there be any questions with this referral response, please contact me at 303-571-3306 or donna.l.george@xcelenergy.com.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado

## Emily Collins

---

**From:** Ann Kuge [annkuge@mac.com]  
**Sent:** Thursday, October 11, 2018 4:57 PM  
**To:** Emily Collins  
**Subject:** Re: Midtown Filing 11, PRC2018-00018 Comments (updated draft, please disregard first message)

I feel privileged to be a resident of Midtown at Clear Creek. I chose to live here for many reasons: a modern home and community, proximity to Denver and Boulder, inviting open/outdoor spaces, and the limitless potential that comes with being a part of a new, growing and thriving neighborhood. While I am grateful for the 181.8 acre Master Planned Community and the many amenities afforded to residents, I am concerned that with the addition of 72 single-family attached residential homes in Filing Eleven, Midtown will become an enclave enjoyed only by those fortunate enough to call it “home.” I feel this is a great disservice to the existing community of Twin Lakes, and more importantly, the children and families who continue to experience an absence of opportunities.

The USDA defines a “food desert” in urban areas as a “low-access community of at least 500 people, residing more than one mile from a supermarket or large grocery store” (USDA Defines Food Deserts, 2010). Based on this definition and the following list of the nearest grocery stores, Midtown at Clear Creek and the surrounding neighborhood qualify as a “food desert”:

Walmart Neighborhood Market (7170 Federal Blvd): 1.5 miles

Safeway (7353 Federal Blvd): 1.7 miles

King Soopers (1575 W 84th): 2.3 miles

Save-A-Lot (4860 Pecos St): 2.6 miles

Local Foods Market (5005 W 72nd Ave): 3.0 miles

*Natural Grocers (3757 N Brighton Blvd): 4.4 miles*

*Sprouts Farmers Market (4700 W 38th Ave): 5.2 miles*

*Whole Foods Market (1701 Wewatta St): 5.4 miles*

*Trader Joe’s (661 Logan St): 8.8 miles*

*\*I have italicized the grocery stores that offer a larger selection of organic produce, which are all more than twice the distance of the closest supermarket.*

To rectify this dire situation, I propose a Trader Joe’s to be built in the area directly across Pecos Street from The Shed, bordered by W 67th Avenue and Osage Street. The current illustrative site plan shows 6 rear-loaded and 3 front-loaded townhomes in the area suggested. The average Trader Joe’s occupies between 10,000-15,000 square feet with an average parking space of 325 sq. ft. In total, approximately 25,000 square feet of space (comprised of Trader Joe’s and 30 parking spaces) or .57 acres (1/10th of Filing No. 11) would be needed to accommodate the grocery store.

A recent study conducted by the U.S. Census Bureau, Harvard University, and Brown University found that the half mile radius of a child’s neighborhood determines future earnings, incarceration rates, and college attendance rates. Low-income children who moved to neighborhoods with more interconnected social systems increased their lifetime earnings by an average of \$200,000 (Chetty, Raj, & Hendren, 2018). I mention this to provide a comparison point for those concerned with the bottom line. If each Brookfield Residential townhome in the proposed Filing 11 sells for \$400,000 (approximation retrieved from the advertisement on the west side of Pecos Street), the 9 townhomes will provide \$3.6 million in sales. This figure is eclipsed when considering the future impact on the 1,500 children under the age of 18 (based on 2010 Census Data, though I am certain the number has grown) who live in our community, which would translate to \$300 million in future earnings.

If we continue to build residential homes without consideration for the impact on the community-at-large, we are in essence placing invisible security bars along our community’s perimeter to keep others out. A new grocery store would help to bridge our new community with the existing one in a manner that would benefit everyone for many years to come.

On Oct 11, 2018, at 3:44 PM, Ann Kuge <[annkuge@mac.com](mailto:annkuge@mac.com)> wrote:

I feel privileged to be a resident of Midtown at Clear Creek. I chose to live here for many reasons: a modern home and community, proximity to Denver and Boulder, inviting open/outdoor spaces, and the limitless potential that comes with being a part of a new, growing and thriving neighborhood. While I am grateful for the 181.8 acre Master Planned Community and the many amenities afforded to residents, I am concerned that with the addition of 72 single-family attached residential homes in Filing Eleven, Midtown will become an enclave enjoyed only by those fortunate enough to call it “home.” I feel this is a great disservice to the existing community of Twin Lakes, and more importantly, the children and families who continue to experience an absence of opportunities.

The USDA defines a “food desert” in urban areas as a “low-access community of at least 500 people, residing more than one mile from a supermarket or large grocery store” (USDA Defines Food Deserts, 2010). Based on this definition and the following list of the nearest grocery stores, Midtown at Clear Creek and the surrounding neighborhood qualify as a “food desert”:

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*Natural Grocer (3757 N Brighton Blvd): 4.4 miles*

*Sprouts Farmers Market (4700 W 38th Ave): 5.2 miles*

*Whole Foods Market (1701 Wewatta St): 5.4 miles*

*Trader Joe’s (661 Logan St): 8.8 miles*

*\*I have italicized the grocery stores that offer a larger selection of organic produce, which are all more than twice the distance of the closest supermarket.*

To rectify this dire situation, I propose a Trader Joe’s to be built in the area directly across Pecos Street from The Shed, bordered by W 67th Avenue and Osage Street. The current illustrative site plan shows 6 rear-loaded and 3 front-loaded townhomes in the area suggested. The average Trader Joe’s occupies between 10,000-15,000 square feet with an average parking space of 325 sq. ft. In total, approximately 25,000 square feet of space (comprised of Trader Joe’s and 30 parking spaces) or .57 acres (1/10th of Filing No. 11) would be needed to accommodate the grocery store.

A recent study conducted by the U.S. Census Bureau, Harvard University, and Brown University found that the half mile radius of a child’s neighborhood determines future earnings, incarceration rates, and college attendance rates. Low-income children who moved to neighborhoods with more interconnected social systems increased their lifetime earnings by an average of \$200,000 (Chetty, Raj, & Hendren, 2018). I mention this to provide a comparison point for those concerned with the bottom line. If each Brookfield Residential townhome in the proposed Filing 11 sells for \$400,000 (approximation retrieved from the advertisement on the west side of Pecos Street), the 9 townhomes will provide \$3.6 million in sales. This figure is eclipsed when considering the future impact on the 1,500 children under the age of 18 (based on 2010 Census Data, though I am certain the number has grown) who live in our community, which would translate to \$300 million in future earnings.

If we continue to build residential homes without consideration for the impact on the community-at-large, we are in essence placing invisible security bars along our community’s perimeter to keep others out. A new grocery store would help to bridge our new community with the existing one in a manner that would benefit everyone for many years to come.

## Emily Collins

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**From:** Krista Wilper [krista.wilper@gmail.com]  
**Sent:** Saturday, October 06, 2018 7:48 AM  
**To:** Emily Collins  
**Subject:** Brookfield Residential Comments [Case #: PRC2018-00018]

Hi Emily,

I received a request for comments on the Brookfield Residential Development, Case #: PRC2018-00018. We are the owners of the property at 1501 W 69<sup>th</sup> Ave. I am in full support of the development.

Thank you.

Krista Wilper (Swartzendruber)  
Synergy Invested LLC  
C: 720.289.5707  
[krista.wilper@gmail.com](mailto:krista.wilper@gmail.com)





## Request for Comments

Case Name:	Midtown Filing 11
Case Number:	PRC2018-00018

September 20, 2018

Adams County Planning Commission and Board of County Commissioners are requesting comments on the following:

**1) Final Development Plan (FDP) to allow 72 single-family attached residential homes on approximately 5.584 acres in the Planned Unit Development (PUD) zone district; 2) Major Subdivision (Final Plat) to create 72 lots; and 3) Subdivision Improvement Agreement (SIA) for Filing No. 11.**

This request is located at **Generally W. 68<sup>th</sup> Ave. and Pecos St.**

The Assessor's Parcel Numbers is **0182504400023**

Applicant Information **BROOKFIELD RESIDENTIAL (SHANNON ROBBINS)**

**6465 S. GREENWOOD PLAZA BLVD, SUITE 700  
CENTENNIAL, CO 80111**

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **October 11, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [ECollins@adcogov.org](mailto:ECollins@adcogov.org).

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

Thank you for your review of this case.

*Emily Collins*

Emily Collins, AICP  
Case Manager



## Public Hearing Notification

Case Name:	MIDTOWN FILING 11
Case Number:	PRC2018-00018
Board of County Commissioners Hearing Date:	07/09/2019 at 9:30 a.m.

June 28, 2019

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request:

**1) Final Development Plan (FDP) to allow 72 single-family attached residential homes on approximately 5.584 acres in the Planned Unit Development (PUD) zone district; 2) Major Subdivision (Final Plat) to create 72 lots; and 3) Subdivision Improvement Agreement (SIA) for Filing No. 11.**

This request is located at the southeast corner of West 68th Avenue and Pecos Street. The Assessor's Parcel Number is 0182504400023.

Applicant Information: Brookfield  
SHANNON ROBBINS  
6465 S GREENWOOD PLAZA BLVD STE 700  
CENTENNIAL, CO 80111

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

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

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.

A handwritten signature in black ink, appearing to read 'Greg Barnes', with a stylized flourish at the end.

Greg Barnes

Planner III

# PUBLICATION REQUEST

MIDTOWN AT CLEAR CREEK, FILING 11

Case Number: PRC2018-00018  
Board of County Commissioners Hearing Date: June 25, 2019 at 9:30 a.m.

Requests: 1) Final Development Plan (FDP) to allow 72 single-family attached residential homes on approximately 5.6 acres in the Planned Unit Development (PUD) zone district; 2) Major Subdivision (Final Plat) to create 72 lots

Location: Southwest corner of West 68<sup>th</sup> Avenue & Pecos Street  
Parcel Number(s): 0182504400023  
Case Manager: Greg Barnes  
Case Technician: Megan Ulibarri

Applicant: Brookfield  
Shannon Robbins  
6465 S Greenwood Plaza Blvd, Ste 700  
Centennial, CO 80111

Owner: Midtown, LLC  
6465 Greenwood Plaza Blvd, Ste 700  
Englewood, CO 80111

## Legal Description:

A PARCEL OF LAND BEING A PART OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000079792 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, WHENCE THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX. BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE SOUTH 60°06'28" EAST, A DISTANCE OF 80.74 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7 A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2016000009355, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE, SOUTH 89°48'22" EAST, A DISTANCE OF 556.53 FEET TO THE WESTERLY RIGHT-OF-WAY OF NAVAJO STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF NAVAJO STREET, SOUTH 00°16'34" WEST, A DISTANCE OF 219.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67TH PLACE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 10 RECORDED AT RECEPTION NO. 2018000004010, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF WEST 67TH PLACE AND THE WESTERLY RIGHT-OF-WAY OF OSAGE STREET AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 10 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°43'26" WEST, A DISTANCE OF 209.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 148.50 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 233.26 FEET;
3. TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 370.30 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67TH AVENUE AS DEDICATED ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 5 RECORDED AT RECEPTION NO. 2014000091485, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF WEST 67TH AVENUE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 84°33'32" WEST, A DISTANCE OF 22.07 FEET;
2. NORTH 89°43'26" WEST, A DISTANCE OF 175.19 FEET;
3. NORTH 45°07'55" WEST, A DISTANCE OF 25.20 FEET TO THE EASTERLY RIGHT-OF-WAY OF PECOS STREET AS DESCRIBED IN BOOK 3658 AT PAGE 687, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF PECOS STREET, NORTH 00°00'15" EAST, A DISTANCE OF 702.03 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 45°05'57" EAST, A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5.584 ACRES, (243,236 SQUARE FEET), MORE OR LESS.

Adams County  
Attn: Planning Addressing  
PLN

COLORADO GEOLOGICAL SURVEY  
Attn: Jill Carlson  
1500 Illinois Street  
Golden CO 80401

Adams County Construction Inspection  
Attn: PWCI .  
PWCI

Colorado Geological Survey: CGS\_LUR@mines.edu  
Attn: Jill Carlson  
Mail CHECK to Jill Carlson

Adams County Development Services - Building  
Attn: Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601

COMCAST  
Attn: JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260

Adams County Fire Protection District  
Attn: Chris Wilder  
8055 N. WASHINGTON ST.  
DENVER CO 80229

COUNTY ATTORNEY- Email  
Attn: Christine Fitch  
CFitch@adcogov.org

Adams County Treasurer: Send email  
Attn: Adams County Treasurer  
bgrimm@adcogov.org

Crestview Water & Sanitation  
Attn: Patrick Stock  
7145 Mariposa St  
PO Box 21299  
Denver CO 80221-0299

Century Link, Inc  
Attn: Brandyn Wiedreich  
5325 Zuni St, Rm 728  
Denver CO 80221

Engineering Department - ROW  
Attn: Transportation Department  
PWE - ROW

Code Compliance Supervisor  
Attn: Eric Guenther  
eguenther@adcogov.org

Engineering Division  
Attn: Transportation Department  
PWE

COLO DIV OF WATER RESOURCES  
Attn: Joanna Williams  
OFFICE OF STATE ENGINEER  
1313 SHERMAN ST., ROOM 818  
DENVER CO 80203

Hyland Hills Park & Recreation District  
Attn: Terry Barnhert  
8801 Pecos St  
Denver CO 80260

COLO DIV OF WATER RESOURCES  
Attn: Joanna Williams  
OFFICE OF STATE ENGINEER  
1313 SHERMAN ST., ROOM 818  
DENVER CO 80203

MAPLETON SCHOOL DISTRICT #1  
Attn: CHARLOTTE CIANCIO  
591 E. 80TH AVE  
DENVER CO 80229

COLORADO DEPT OF TRANSPORTATION  
Attn: Steve Loeffler  
2000 S. Holly St.  
Region 1  
Denver CO 80222

METRO WASTEWATER RECLAMATION  
Attn: CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229

North Pecos Water & Sanitation District  
Attn: Russell Traska  
6900 Pecos St  
Denver CO 80221

UNITED STATES POST OFFICE  
Attn: MARY C. DOBYNS  
56691 E COLFAX AVENUE  
STRASBURG CO 80136-8115

NS - Code Compliance  
Attn: Kerry Gress  
kgress@adcogovorg

WESTMINSTER SCHOOL DISTRICT #50  
Attn: Jackie Peterson  
7002 Raleigh Street  
WESTMINSTER CO 80030

Parks and Open Space Department  
Attn: Nathan Mosley  
mpedrucci@adcogov.org  
aclark@adcogov.org

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

PERL MACK NEIGHBORHOOD GROUP  
Attn: DAN MICEK - PRESIDENT  
7294 NAVAJO ST.  
DENVER CO 80221

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

REGIONAL TRANSPORTATION DIST.  
Attn: CHRIS QUINN  
1560 BROADWAY SUITE 700  
DENVER CO 80202

SHERIFF'S OFFICE: SO-HQ  
Attn: MICHAEL McINTOSH  
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog  
snielson@adcogov.org

Sheriff's Office: SO-SUB  
Attn: SCOTT MILLER  
TFuller@adcogov.org, smiller@adcogov.org  
aoverton@adcogov.org; mkaiser@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT  
Attn: MONTE DEATRICH  
4201 E. 72ND AVENUE SUITE D  
COMMERCE CITY CO 80022

TRI-COUNTY HEALTH DEPARTMENT  
Attn: Sheila Lynch  
6162 S WILLOW DR, SUITE 100  
GREENWOOD VILLAGE CO 80111

Tri-County Health: Mail CHECK to Sheila Lynch  
Attn: Tri-County Health  
landuse@tchd.org

1501 W 69TH LLC 1/2 INT AND  
SWARTZENDRUBER KRISTA UND 1/2 INT  
PO BOX 7249  
GOLDEN CO 80403-0101

CLEAR CREEK STATION METROPOLITAN  
C/O MSI LLC  
11002 BENTON ST  
WESTMINSTER CO 80020-3200

1741 LLC  
15163 W 32ND DR  
GOLDEN CO 80401-1369

CLEAR CREEK STATION METROPOLITAN DISTRICT NO  
1  
C/O MSI LLC  
11002 BENTON ST  
WESTMINSTER CO 80020-3200

ALARCON MARGARITA S  
1401 W 69TH AVE  
DENVER CO 80221-7017

CORDOVA MARIA S  
7027 OTIS ST  
ARVADA CO 80003-3601

AN KEDONG  
3010 N SPEER BLVD  
DENVER CO 80211

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

BANUELOS MARIA  
PO BOX 21144  
DENVER CO 80221-0144

FOX ENTERPRISES LTD  
PO BOX 1713  
EASTLAKE CO 80614-1713

BLANCO TYLER AND  
BLANCO JACQUELINE  
1407 W 66TH PL  
DENVER CO 80221-2598

FREDRICK CHRISTY AND  
SHORES CARRIE  
1393 E 66TH AVE  
DENVER CO 80229-7222

BLUME KYLE  
7165 NEWTON ST STE A  
WESTMINSTER CO 80030-6009

H BRASHIER MANAGEMENT LLC  
PO BOX 81189  
LAFAYETTE LA 70598-1189

BOARD OF COUNTY COMMISSIONERS OF  
ADAMS COUNTY  
4430 SOUTH ADAMS COUNTY PKWY  
BRIGHTON CO 80601-8204

HARDIN-KREMHELLER JESSICA AND  
KREMHELLER RYAN  
1401 W 66TH PL  
DENVER CO 80221-2598

BREHMER WANDA ROBINSON  
15278 W AUBURN AVE  
LAKEWOOD CO 80228-4100

HOUSING AUTHORITY OF THE COUNTY OF ADAMS  
7190 COLORADO BLVD  
COMMERCE CITY CO 80022

BRICK GARAGE LLC  
1550 LARIMER ST UNIT 256  
DENVER CO 80202-1643

HSB ENTERPRISES LLC  
8452 ZEPHYR ST  
ARVADA CO 80005



KEKAKE HALE LLC  
ATTN HALEY AND COMPANY  
230 S HOLLAND STREET  
LAKEWOOD CO 80226

MORMOOSE PROPERTIES LLC  
8588 E KETTLE PL  
CENTENNIAL CO 80112-2709

L AND H LLC  
6899 PECOS ST UNIT C  
DENVER CO 80221

OSAGE COUNTY LLC  
7648 E SEVERN DR  
DENVER CO 80230-6113

LESHEM ELAD AND  
LESHEM SHIRLEY  
18842 E DORADO PL  
AURORA CO 80015-5123

PETTY KRISTIN A  
1361 E 66TH AVE  
DENVER CO 80229-7222

MACHINAL LOIS JUNE AND  
MACHINAL DARLENE  
801 W 70TH PLACE  
DENVER CO 80221

PFEIFER JODY  
1415 W 66TH PL  
DENVER CO 80221-2598

MARTIN MARIETTA MATERIALS INC  
C/O BADEN TAX MANAGEMENT  
FORT WAYNE IN 46898-8040

PLONIS THEODORE J  
9079 E PANORAMA CIR  
ENGLEWOOD CO 80112-3561

MAYER VANESSA AND  
MAYER JORDAN  
6769 RARITAN DR  
DENVER CO 80221-2613

PRIETO TOLEDO JOSE SAUL AND  
PRIETO TOLEDO SILVIA  
298 S 14TH AVE  
BRIGHTON CO 80601-2306

MC CARTHY SCOTT M AND  
MC CARTHY SUZANNE  
9539 ROLLING RIDGE DR  
TRAVERSE CITY MI 49686-9296

RAMIREZ JOSE  
6510 NEWTON ST  
ARVADA CO 80003-6449

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

REYNIERS ROELAND  
1571 E 66TH AVE  
DENVER CO 80229-7223

MIDTOWN RESIDENTIAL LLC  
6465 GREENWOOD PLAZA BLVD STE 700  
ENGLEWOOD CO 80111-7103

SADOWSKI KATHERINE  
6850 NAVAJO ST  
DENVER CO 80221-7031

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

SALAZAR DANTE G  
2204 HUNTINGTON AVE  
ALEXANDRIA VA 22303-1528

SONRISA HOLDING LLC  
2420 W 26TH AVE APT D-300  
DENVER CO 80211-5301

ALARCON MARGARITA S  
OR CURRENT RESIDENT  
1401 W 69TH AVE  
DENVER CO 80221-7017

TIMBER RIDGE APARTMENTS LLC  
C/O UNITED MANAGEMENT  
712 S PEARL ST  
DENVER CO 80209-4213

ALEMAN TITO L AND  
ALEMAN NELLIE  
OR CURRENT RESIDENT  
1289 W 69TH AVE  
DENVER CO 80221-7013

VILLALOBOS ELEAZAR AND  
ANDRADE MARLENE YOLANDA  
7620 ELMWOOD LN  
DENVER CO 80221-3263

ALKER ALISSA C  
OR CURRENT RESIDENT  
6643 PECOS ST  
DENVER CO 80221-2195

WEEKLEY HOMES LLC  
3600 S YOSEMITE ST STE 350  
DENVER CO 80237-1839

ALQUIST DEREK AND  
ALQUIST MAGDALEN A  
OR CURRENT RESIDENT  
6742 MARIPOSA CT  
DENVER CO 80221

YOUNG SANDRA JO AND  
YOUNG JACK M  
PO BOX 621211  
LITTLETON CO 80162-1211

ALVIZU DANIEL ANTHONY AND  
MORGAN TOINI NATASHA  
OR CURRENT RESIDENT  
6738 ALAN DR  
DENVER CO 80221-2500

ZAGAR BRANDON  
1377 E 66TH AVE  
DENVER CO 80229-7222

AMISSAH ADOLPHUS G  
OR CURRENT RESIDENT  
1765 W 66TH AVE  
DENVER CO 80221-2192

6661 OSAGE LLC  
OR CURRENT RESIDENT  
6661 OSAGE ST  
DENVER CO 80221-2673

ANDREWS MARY LOU  
OR CURRENT RESIDENT  
6850 PECOS ST  
DENVER CO 80221-7002

ACKERMAN CARLYN AND  
ACKERMAN JOSEPH  
OR CURRENT RESIDENT  
1429 W 67TH AVE  
DENVER CO 80221-2699

ARFSTEN MARGARET A  
OR CURRENT RESIDENT  
1301 W 68TH AVE  
DENVER CO 80221-7007

ADAMS TARYNE AND  
ADAMS JOSEPH  
OR CURRENT RESIDENT  
1354 W 68TH AVE  
DENVER CO 80221

ARMSTRONG JENNIFER/GINGER AND  
ADAMS GREG  
OR CURRENT RESIDENT  
6601 PECOS ST  
DENVER CO 80221

ADRIAN TODD JAMES AND  
BERGER MONIKA LEE  
OR CURRENT RESIDENT  
1646 W 67TH AVE  
DENVER CO 80221-2610

BACHMAN JEFFREY A/BACHMAN JOHN Q  
BACHMAN KARA H  
OR CURRENT RESIDENT  
1653 W 66TH AVE  
DENVER CO 80221-2175

BALLINA FELIPE A AND  
MYHAVER KALLY L  
OR CURRENT RESIDENT  
1812 W 68TH AVE  
DENVER CO 80221-2506

BEVAN SEAN P AND  
BOSAK MELISSA D  
OR CURRENT RESIDENT  
1385 W 66TH AVE  
DENVER CO 80222

BARNETT/BISTLINE LLC  
OR CURRENT RESIDENT  
6851 PECOS ST  
DENVER CO 80221-7001

BEVILACQUA ROBERT  
OR CURRENT RESIDENT  
1795 W 67TH PL  
DENVER CO 80221-2617

BARRILLEAUX ANDREW  
BARRILLEAUX REBECCA  
OR CURRENT RESIDENT  
1532 W 66TH AVE  
DENVER CO 80221-2155

BIEKER THOMAS J  
OR CURRENT RESIDENT  
1696 W 66TH AVE  
DENVER CO 80221-2175

BARRON MICHELLE AND  
BARRON GREGORY  
OR CURRENT RESIDENT  
6710 MARIPOSA ST  
DENVER CO 80221

BLAKE SARAH  
OR CURRENT RESIDENT  
6739 RARITAN DR  
DENVER CO 80221-2613

BARRY STANLEY AND  
BARRY LANN  
OR CURRENT RESIDENT  
6597 PECOS ST  
DENVER CO 80221-2417

BLANCHARD BENJAMIN  
OR CURRENT RESIDENT  
1362 W 67TH AVE  
DENVER CO 80221

BASLER STEVEN A AND  
FARR PAUL L  
OR CURRENT RESIDENT  
1330 W 68TH AVE  
DENVER CO 80221-2686

BOELEN SALLY U AND  
WRONA JEFFREY T  
OR CURRENT RESIDENT  
6639 PECOS ST  
DENVER CO 80221-2195

BEASLEY HUDSON AND  
BEASLEY MARISSA  
OR CURRENT RESIDENT  
1794 W 67TH PL  
DENVER CO 80221-2617

BONNER DANIEL J  
OR CURRENT RESIDENT  
1480 W 69TH AVE  
DENVER CO 80221-7018

BENDINELLI NATALIE G  
OR CURRENT RESIDENT  
6638 ALAN DR  
DENVER CO 80221-2193

BONNET KELLY AND  
BONNET JULIE  
OR CURRENT RESIDENT  
1740 W 66TH AVE  
DENVER CO 80221-2192

BERGMANN ANDREAS W AND  
BOOG SANDRA  
OR CURRENT RESIDENT  
6714 ALAN DR  
DENVER CO 80221

BOWLBY TRAVIS M AND  
STEELE BRETT  
OR CURRENT RESIDENT  
1360 W 68TH AVE  
DENVER CO 80221

BEST BRANDON FREDERICK AND  
BEST ELIZABETH ANN  
OR CURRENT RESIDENT  
1765 W 67TH PL  
DENVER CO 80221

BOX BOBBI J  
OR CURRENT RESIDENT  
1362 W 66TH PL  
DENVER CO 80221-2593

BRAUN HEATHER C  
OR CURRENT RESIDENT  
6655 RARITAN DR  
DENVER CO 80221-2690

BUSTILLOS LUIS CARLOS AND  
BUSTILLOS SANDRA  
OR CURRENT RESIDENT  
6871 OSAGE ST  
DENVER CO 80221-7034

BROWN BRENDA LEE  
OR CURRENT RESIDENT  
6758 NAVAJO ST  
DENVER CO 80221-2689

CARDWELL KAREN E  
OR CURRENT RESIDENT  
6722 ALAN DR  
DENVER CO 80221-2500

BROWN NATHANIEL AND  
BROWN LAURA  
OR CURRENT RESIDENT  
6761 MARIPOSA ST  
DENVER CO 80221-2688

CARTWRIGHT BROOKE MICHELLE AND  
CARTWRIGHT WESLEY THOMAS  
OR CURRENT RESIDENT  
1424 W 66TH PL  
DENVER CO 80221-2598

BROWN REBECCA  
OR CURRENT RESIDENT  
1555 W 66TH AVE  
DENVER CO 80221

CASTILLO ROSALIO  
OR CURRENT RESIDENT  
1725 W 66TH AVE  
DENVER CO 80221-2192

BRYANT HARRY A JR AND  
BROWN ANN MARIAH  
OR CURRENT RESIDENT  
6871 MARIPOSA ST  
DENVER CO 80221-7081

CASTRO MATTHEW V  
OR CURRENT RESIDENT  
6762 ALAN DR  
DENVER CO 80221-2500

BRYANT PETER R  
OR CURRENT RESIDENT  
6760 MARIPOSA CT  
DENVER CO 80221

CASTRO PETER MATTHEW AND  
CASTRO KATHERINE CALLAWAY HART  
OR CURRENT RESIDENT  
6796 NAVAJO ST  
DENVER CO 80221-2689

BRYERS KEVIN J  
OR CURRENT RESIDENT  
6654 ALAN DR  
DENVER CO 80221-2193

CHAE CHONG H  
OR CURRENT RESIDENT  
6797 MARIPOSA ST  
DENVER CO 80221

BUHRMEISTER LYNN P AND  
BUHRMEISTER MARA A  
OR CURRENT RESIDENT  
6654 PECOS ST  
DENVER CO 80221

CHANG PATRICK AND  
JOHNSTON JESSICA  
OR CURRENT RESIDENT  
6787 MARIPOSA ST  
DENVER CO 80221-2688

BULMAN WILLIAM J III AND  
BULMAN CATHERINE M  
OR CURRENT RESIDENT  
6731 RARITAN DR  
DENVER CO 80221-2613

CHARLAND KRISTIE L AND  
FRY STEPHEN D  
OR CURRENT RESIDENT  
1408 W 67TH AVE  
DENVER CO 80221

BURNETT DERRICK AND  
BURNETT NICHOLE  
OR CURRENT RESIDENT  
1451 W 67TH AVE  
DENVER CO 80221-2699

CHILDS MICHAEL E AND  
SINIK LENKA  
OR CURRENT RESIDENT  
6708 ALAN DR  
DENVER CO 80221-2500

CICHOSZ CRAIG R AND  
CICHOSZ SUSAN R  
OR CURRENT RESIDENT  
1664 W 67TH AVE  
DENVER CO 80221

CROCKETT CLINTON C AND  
CROCKETT CAROLYN  
OR CURRENT RESIDENT  
1449 W 66TH PL  
DENVER CO 80221

CLARK STEPHEN BRUCE AND  
CAVIGLIA ELLEN  
OR CURRENT RESIDENT  
1764 W 67TH AVE  
DENVER CO 80221-2609

CROUCH KRISTA ANN AND  
CROUCH CODY B  
OR CURRENT RESIDENT  
1466 W 67TH PL  
DENVER CO 80221-2757

CONSONNI MICHAEL II AND  
CASTRO TERESITA  
OR CURRENT RESIDENT  
1531 W 66TH AVE  
DENVER CO 80221

CYTRYN ZACHARY E AND  
FELSTEIN SUZANNE  
OR CURRENT RESIDENT  
6599 PECOS ST  
DENVER CO 80221-2417

COOVER TIFFANY R  
OR CURRENT RESIDENT  
6651 OSAGE ST  
DENVER CO 80221-2673

DAMATO TIMOTHY A II AND  
KING ALLISON K  
OR CURRENT RESIDENT  
6735 MARIPOSA CT  
DENVER CO 80221-2687

CORDOVA ANTHONY A AND  
CORDOVA PATSY K  
OR CURRENT RESIDENT  
1020 W 68TH CT  
DENVER CO 80221-7054

DANIELS MARC A AND  
SULLIVAN CAITLIN M  
OR CURRENT RESIDENT  
1783 W 67TH PL  
DENVER CO 80221-2617

COSTAR SCOT AND  
COSTAR COLEEN  
OR CURRENT RESIDENT  
6758 OSAGE ST  
DENVER CO 80221-2758

DARHUMB KINYA AND  
DARHUMB ALISON  
OR CURRENT RESIDENT  
1682 W 66TH AVE  
DENVER CO 80229-7432

COVINGTON BENNIE S III AND  
COVINGTON KRYSTAL N  
OR CURRENT RESIDENT  
6618 OSAGE ST  
DENVER CO 80221-2673

DAUW JACQUELINE P  
OR CURRENT RESIDENT  
1416 W 67TH AVE  
DENVER CO 80221

COX BRANDON  
BEHRAD ANAHITA  
OR CURRENT RESIDENT  
6702 NAVAJO ST  
DENVER CO 80221-2689

DAVIDSON DEE ELLEN (LIFE ESTATE)  
OR CURRENT RESIDENT  
6800 NAVAJO ST  
DENVER CO 80221-7031

CREAMEAN JESSIE MARIE AND  
PROLA NICHOLAS JAMES  
OR CURRENT RESIDENT  
6781 MARIPOSA ST  
DENVER CO 80221

DAWISKIBA SEBASTIAN AND  
SIROHI MICHAEL  
OR CURRENT RESIDENT  
1706 W 66TH AVE  
DENVER CO 80229-7434

CREAMER KELLEY AND  
WALKER RICHARD  
OR CURRENT RESIDENT  
6648 RARITAN DR  
DENVER CO 80221-2690

DE LA TORRE JACOBO C AND  
DE LA TORRE BRENNICA LYNN  
OR CURRENT RESIDENT  
1690 W 67TH AVE  
DENVER CO 80221-2610

DEBNATH SANTANU AND  
DEBNATH MANDA  
OR CURRENT RESIDENT  
1308 W 67TH AVE  
DENVER CO 80221-2682

ESTRADA ALFREDO  
OR CURRENT RESIDENT  
6713 MARIPOSA CT  
DENVER CO 80221-2687

DECHANT GARY M AND  
DECHANT JOYCE L  
OR CURRENT RESIDENT  
6860 OSAGE ST  
DENVER CO 80221-7035

EVANS AUSTIN LEE  
OR CURRENT RESIDENT  
6631 RARITAN DR  
DENVER CO 80221-2690

DENT KELLY AND  
DENT ROBERT  
OR CURRENT RESIDENT  
6745 MARIPOSA CT  
DENVER CO 80221-2687

FABI LISA A  
OR CURRENT RESIDENT  
1755 W 67TH AVE  
DENVER CO 80221-2609

DIORENZO STEVEN AND  
DIORENZO MARIA  
OR CURRENT RESIDENT  
6776 NAVAJO ST  
DENVER CO 80221-2689

FANG MIN  
OR CURRENT RESIDENT  
1554 W 67TH AVE  
DENVER CO 80221-2670

DITIRRO PHILLIP A  
OR CURRENT RESIDENT  
6785 MARIPOSA ST  
DENVER CO 80221

FARMER KATE AND  
RJOAS ALBERTO  
OR CURRENT RESIDENT  
6720 MARIPOSA CT  
DENVER CO 80221-2687

DOUGLASS LOLA LASHAY/DOUGLASS RICHARD LANE  
DOUGLASS ALEXANDRA  
OR CURRENT RESIDENT  
6655 PECOS ST  
DENVER CO 80221-2195

FEAR BRIDGETT L  
OR CURRENT RESIDENT  
6855 SANTA FE DR  
DENVER CO 80221-7059

EGAN MICHAEL KENNEDY AND  
MEYER SARAH M  
OR CURRENT RESIDENT  
1775 W 66TH AVE  
DENVER CO 80221-2192

FIORENTINO JACOB AND  
FIORENTINO RACHEL  
OR CURRENT RESIDENT  
6720 NAVAJO ST  
DENVER CO 80221-2689

ELLIS JEANNE  
ELLIS BENNY J  
OR CURRENT RESIDENT  
6752 NAVAJO ST  
DENVER CO 80221-2689

FISHER AMY AND  
FISHER DAMON  
OR CURRENT RESIDENT  
1401 W 66TH PL  
DENVER CO 80221-2598

ENGLUND-ROHLF JESSE AND  
ROHLF MARK  
OR CURRENT RESIDENT  
6840 MARIPOSA ST  
DENVER CO 80221-7027

FITZJARRALD AMANDA K AND  
FITZJARRALD ANITA K  
OR CURRENT RESIDENT  
1726 W 66TH AVE  
DENVER CO 80221

ESPELIEN JOHN R AND  
BEJECEK ELIZABETH A  
OR CURRENT RESIDENT  
6707 MARIPOSA CT  
DENVER CO 80221-2687

FLEAGLE CATHERINE C AND  
KEIFER ERIC A  
OR CURRENT RESIDENT  
1580 W 66TH AVE  
DENVER CO 80221-2155

FLYNN THOMAS  
OR CURRENT RESIDENT  
1746 W 67TH PL  
DENVER CO 80221

GALLEGOS JOE A  
OR CURRENT RESIDENT  
6831 NAVAJO ST  
DENVER CO 80221-7030

FLYNN TIMOTHY E AND  
FLYNN TRICIA A  
OR CURRENT RESIDENT  
6821 MARIPOSA ST  
DENVER CO 80221-7026

GARCIA MANUEL  
OR CURRENT RESIDENT  
6840 SANTA FE DR  
DENVER CO 80221

FORD KEVIN B AND  
KORZUN ASHLEY M  
OR CURRENT RESIDENT  
1340 W 68TH AVE  
DENVER CO 80221-2686

GIBBONS RANDOLPH AND  
GIBBONS SUSAN  
OR CURRENT RESIDENT  
6734 NAVAJO ST  
DENVER CO 80221-2689

FOY PHIL AND  
ELLIS ERICA  
OR CURRENT RESIDENT  
1325 W 67TH AVE  
DENVER CO 80221

GIERSCH MEREDITH  
OR CURRENT RESIDENT  
1345 W 67TH AVE  
DENVER CO 80221

FRASER GENEVIEVE AND  
FRASER GARY  
OR CURRENT RESIDENT  
1658 W 66TH AVE  
DENVER CO 80221

GIGANTI PAUL JACOB AND  
KOE CYNTHIA MARIE  
OR CURRENT RESIDENT  
1407 W 66TH PL  
DENVER CO 80221-2598

FREDRICKY CATHERINE E AND  
FREDRICKY ANDREW R  
OR CURRENT RESIDENT  
1350 W 68TH AVE  
DENVER CO 80221

GILLOGLEY BRIDGET  
MCGINNIS MICHAEL  
OR CURRENT RESIDENT  
6735 MARIPOSA ST  
DENVER CO 80221-2688

FRIGO MICHAEL A AND  
PASCARELLA STEPHANIE N  
OR CURRENT RESIDENT  
6660 PECOS ST  
DENVER CO 80221

GOERGEN JORDAN A AND  
GOERGEN NATHAN J  
OR CURRENT RESIDENT  
1377 W 66TH PL  
DENVER CO 80221-2593

FRY STEPHEN AND  
CHARLAND KRISTIE  
OR CURRENT RESIDENT  
1436 W 67TH PL  
DENVER CO 80221-2757

GOLDBLUM BARBARA  
OR CURRENT RESIDENT  
1433 W 66TH PL  
DENVER CO 80221

FULTON THOMAS  
OR CURRENT RESIDENT  
6668 OSAGE ST  
DENVER CO 80221-2673

GONZALES SHANTEL DOMINIQUE  
OR CURRENT RESIDENT  
1441 W 66TH AVE  
DENVER CO 80221-2598

GALLAGHER ANNE M AND  
SEMPLE LARURA E  
OR CURRENT RESIDENT  
6655 MARIPOSA CT  
DENVER CO 80221

GONZALEZ RAFAEL AND  
TAGUE SUSAN E  
OR CURRENT RESIDENT  
1468 W 66TH AVE  
DENVER CO 80229-7242

GOODWIN THOMAS LIVING TRUST THE UND 50% INT  
AND  
GOODWIN DEANNA LIVING TRUST THE UND 50% INT  
OR CURRENT RESIDENT  
1370 W 68TH AVE  
DENVER CO 80221-2686

GUTIERREZ SHAWN M  
OR CURRENT RESIDENT  
6895 NAVAJO ST  
DENVER CO 80221-7030

GOTH ADAM AND  
GOTH JULIA  
OR CURRENT RESIDENT  
6742 OSAGE ST  
DENVER CO 80221-2758

GWYN RACHEL AND  
CARLTON GRANT  
OR CURRENT RESIDENT  
6791 MARIPOSA ST  
DENVER CO 80221

GRANDT DAVID M AND  
GRANDT LOIS ANN  
OR CURRENT RESIDENT  
6890 NAVAJO ST  
DENVER CO 80221-7031

HAASE RICHARD  
OR CURRENT RESIDENT  
6631 MARIPOSA CT  
DENVER CO 80221-2158

GREENE CORNELL III AND  
GREENE JANEANN ELIZABETH  
OR CURRENT RESIDENT  
1585 W 66TH AVE  
DENVER CO 80221-2155

HAGERMAN ERIN E  
OR CURRENT RESIDENT  
1354 W 67TH AVE  
DENVER CO 80221

GREENGRASS JAMES AND  
LACROIX JONATHAN  
OR CURRENT RESIDENT  
1734 W 66TH AVE  
DENVER CO 80221

HAJJAJ IBRAHIM S AL HAJJAJ  
OR CURRENT RESIDENT  
1764 W 67TH PL  
DENVER CO 80221-2617

GREENWOOD JOHN C  
OR CURRENT RESIDENT  
1416 W 66TH AVE  
DENVER CO 80221-2153

HALL DYLAN J  
OR CURRENT RESIDENT  
6647 RARITAN DR  
DENVER CO 80221-2690

GRIFFIN MORGAN E AND  
GRIFFIN WILLIAM T  
OR CURRENT RESIDENT  
6751 MARIPOSA ST  
DENVER CO 80221-2688

HALL RICHARD MATTHEW AND  
HALL DIANA GLAZIER  
OR CURRENT RESIDENT  
1345 W 67TH PL  
DENVER CO 80221-2685

GRISMER STEPHANIE AND  
GRISMER BENTON  
OR CURRENT RESIDENT  
1691 W 66TH AVE  
DENVER CO 80221-2175

HARO JOSE AND  
HARO MARIA DOLORES  
OR CURRENT RESIDENT  
6870 OSAGE ST  
DENVER CO 80221-7035

GROSS ALFRED J JR AND  
GROSS ALYSSA A  
OR CURRENT RESIDENT  
6740 NAVAJO ST  
DENVER CO 80221-2689

HARO RICHARD  
OR CURRENT RESIDENT  
1279 W 69TH AVE  
DENVER CO 80221

GUIERREZ HENRY BENJAMIN  
OR CURRENT RESIDENT  
6680 MARIPOSA ST  
DENVER CO 80221-2684

HARPER SYDNEY B UND 39% INT AND  
HARPER BERRET UND 39% INT AND BLEAKLY DOUGLA  
S C UND 22% INT  
OR CURRENT RESIDENT  
6771 RARITAN DR  
DENVER CO 80221-2613



HAUS KYLE VIRGIL AND  
HANNAM KATIE CHRISTINA  
OR CURRENT RESIDENT  
1361 W 66TH PL  
DENVER CO 80221-2593

JACKSON JULIA A AND  
JACKSON BRIAN T  
OR CURRENT RESIDENT  
6746 ALAN DR  
DENVER CO 80221

HERNANDEZ RAUL  
OR CURRENT RESIDENT  
1385 W 66TH PL  
DENVER CO 80221-2593

JACOBSON ERIC S AND  
SCHULTZ ERIKA C  
OR CURRENT RESIDENT  
6723 RARITAN DR  
DENVER CO 80221-2613

HERNANDEZ TASOS AND HERNANDEZ  
JUAN AND HERNANDEZ ANDREA  
OR CURRENT RESIDENT  
1364 W 68TH AVE  
DENVER CO 80221-2686

JIMENEZ WEHKING DAWN  
OR CURRENT RESIDENT  
1434 W 66TH AVE  
DENVER CO 80221-2153

HILL MATTHEW J  
OR CURRENT RESIDENT  
6793 RARITAN DR  
DENVER CO 80221-2613

JOHNSON ASHLEY ELIZABETH  
OR CURRENT RESIDENT  
6763 RARITAN DR  
DENVER CO 80221-2613

HOELSCHER ANDREW  
OR CURRENT RESIDENT  
1796 W 68TH AVE  
DENVER CO 80221-2521

JOHNSON NICHOLAS D AND  
VICKERS CHRISTINE M  
OR CURRENT RESIDENT  
6728 MARIPOSA CT  
DENVER CO 80221-2687

HOLCOMB PETER  
OR CURRENT RESIDENT  
6638 RARITAN DR  
DENVER CO 80221-2690

JONES SHAUN MICHAEL AND  
JONES ERIN KATHLEEN  
OR CURRENT RESIDENT  
6841 NAVAJO ST  
DENVER CO 80221-7030

HOLTGREWE NATALIE C AND  
HOLTGREWE TODD P  
OR CURRENT RESIDENT  
1365 W 67TH PL  
DENVER CO 80221

JONES TOMMY CURTIS II  
OR CURRENT RESIDENT  
1440 W 66TH PL  
DENVER CO 80221-2598

HUNTER MATTHEW B AND  
HUNTER LAUREN E  
OR CURRENT RESIDENT  
1580 W 67TH AVE  
DENVER CO 80221-2670

JORGENSEN JEFF AND  
JORGENSEN BETH  
OR CURRENT RESIDENT  
6619 MARIPOSA CT  
DENVER CO 80221

HURTADO ALFRED  
OR CURRENT RESIDENT  
6820 SANTA FE DR  
DENVER CO 80221-7060

KADIRI LEELA KRISHNA  
OR CURRENT RESIDENT  
6644 PECOS ST  
DENVER CO 80221

ITO RICHARD  
ITO KATHLEEN  
OR CURRENT RESIDENT  
6727 MARIPOSA ST  
DENVER CO 80221-2688

KAHLER CHRISTOPHER K AND  
KAHLER RANEE A  
OR CURRENT RESIDENT  
1419 W 67TH AVE  
DENVER CO 80221-2699

KAYLOR RACHEL AND  
POPP JEFFREY  
OR CURRENT RESIDENT  
6682 OSAGE ST  
DENVER CO 80221-2673

KOEDEL KELLIE G REVOCABLE LIVING TRUST  
OR CURRENT RESIDENT  
6606 OSAGE ST  
DENVER CO 80221-2673

KELLOW LEILA  
OR CURRENT RESIDENT  
6694 OSAGE ST  
DENVER CO 80221-2673

KOEHLER LINDSEY B AND  
MOORE MATTHEW J  
OR CURRENT RESIDENT  
1312 W 67TH PL  
DENVER CO 80221

KELLY PAIGE AND  
KELLY PATRICK  
OR CURRENT RESIDENT  
6754 ALAN DR  
DENVER CO 80221

KOSTUR COLBY  
OR CURRENT RESIDENT  
6747 RARITAN DR  
DENVER CO 80221-2613

KIFER MEGAN A  
OR CURRENT RESIDENT  
6821 NAVAJO ST  
DENVER CO 80221-7030

KRAEFT JESSICA J AND  
DANDEO JASON  
OR CURRENT RESIDENT  
1756 W 67TH AVE  
DENVER CO 80221-2609

KINCHIN CHRISTOPHER  
OR CURRENT RESIDENT  
1338 W 67TH PL  
DENVER CO 80221

KRUPCZAK LINDSEY AND  
KRUPCZAK COLIN M  
OR CURRENT RESIDENT  
1361 W 67TH PL  
DENVER CO 80221

KING HOWARD G/REED GARY/HOEFFNER RENE L  
TRUSTEES/CHURCH OF GOD OF PROPHECY  
OR CURRENT RESIDENT  
1020 W 69TH AVE  
DENVER CO 80221

KUGE ANN S  
OR CURRENT RESIDENT  
1570 W 67TH AVE  
DENVER CO 80221-2670

KING WAYNE D  
OR CURRENT RESIDENT  
6820 NAVAJO ST  
DENVER CO 80221-7031

LAMB LAUREN AND  
AQUINO THOMAS J  
OR CURRENT RESIDENT  
1315 W 67TH AVE  
DENVER CO 80221-2682

KJELLSSEN ALEX AND KJELLSSEN JACLYN AND  
ROSANIA JOSEPH G JR  
OR CURRENT RESIDENT  
1416 W 66TH PL  
DENVER CO 80221-2598

LAVERMAN MONICA  
OR CURRENT RESIDENT  
1443 W 67TH AVE  
DENVER CO 80221-2699

KLUDJIAN KYLE  
OR CURRENT RESIDENT  
6714 NAVAJO ST  
DENVER CO 80221-2689

LAWYER LUKE  
OR CURRENT RESIDENT  
1355 W 67TH PL  
DENVER CO 80221

KNIGHT ERIC G  
OR CURRENT RESIDENT  
6792 NAVAJO ST  
DENVER CO 80221-2689

LEATHERS LAURA  
OR CURRENT RESIDENT  
1735 W 66TH AVE  
DENVER CO 80221-2192

LEMBERGER DEBORAH A AND  
LEMBERGER ERIN L  
OR CURRENT RESIDENT  
1423 W 67TH AVE  
DENVER CO 80221-2699

MACHADO WILSON AND  
WURMNEST ABEL  
OR CURRENT RESIDENT  
1346 W 67TH AVE  
DENVER CO 80221-2682

LEWIS KELSEY AND  
LEWIS KIRK C  
OR CURRENT RESIDENT  
1476 W 67TH PL  
DENVER CO 80221-2757

MADRIL MELISSA AND  
JACQUEZ JAVIER O  
OR CURRENT RESIDENT  
6774 NAVAJO ST  
DENVER CO 80221-2689

LEWIS KEVIN WILLIAM AND  
TRUJILLO KARI NICOLE  
OR CURRENT RESIDENT  
6639 RARITAN DR  
DENVER CO 80221-2690

MAESTAS THOMAS TRUST THE  
OR CURRENT RESIDENT  
6725 MARIPOSA CT  
DENVER CO 80221-2687

LIGHTS OUT TRUST  
OR CURRENT RESIDENT  
1400 W 66TH AVE  
DENVER CO 80221-2153

MAGENIS THOMAS D AND  
MAGENIS JENNIFER L  
OR CURRENT RESIDENT  
1530 W 67TH AVE  
DENVER CO 80221-2670

LIPETS GARY  
OR CURRENT RESIDENT  
6630 ALAN DR  
DENVER CO 80221-2193

MALACARNE CHARLES A AND  
MALACARNE MELISSA A  
OR CURRENT RESIDENT  
6900 MARIPOSA ST  
DENVER CO 80221

LIU SHARON T  
OR CURRENT RESIDENT  
1676 W 67TH AVE  
DENVER CO 80221-2610

MARQUEZ COLIN AND  
ROMERO DENISE  
OR CURRENT RESIDENT  
1763 W 67TH AVE  
DENVER CO 80221-2609

LOKER KRISTEN AND  
PERRY LUKAS  
OR CURRENT RESIDENT  
1393 W 66TH PL  
DENVER CO 80221-2593

MASCARENAS JOEY A AND  
MASCARENAS SIMONITA  
OR CURRENT RESIDENT  
6880 NAVAJO ST  
DENVER CO 80221-7031

LOWREY ALEC AND  
LOWREY ALEXA  
OR CURRENT RESIDENT  
6777 MARIPOSA ST  
DENVER CO 80221-2688

MAZUREK JEFFREY K AND  
MAZUREK ALEX W AND MAZUREK THERESA  
OR CURRENT RESIDENT  
6661 MARIPOSA ST  
DENVER CO 80221-2684

LUNA JUAN AND  
LUNA ROSALBA  
OR CURRENT RESIDENT  
1401 W 68TH AVE  
DENVER CO 80221-7009

MC NEAL DOUG R AND  
LEE LESLIE  
OR CURRENT RESIDENT  
1556 W 66TH AVE  
DENVER CO 80221-2155

LUONG AMANDA AND  
CHUONG KELLY  
OR CURRENT RESIDENT  
1772 W 68TH AVE  
DENVER CO 80221-2521

MCGOVERN JOSEPH  
OR CURRENT RESIDENT  
1677 W 66TH AVE  
DENVER CO 80221-2175

MEASTAS STEVE AND  
MEASTAS LESLIE L  
OR CURRENT RESIDENT  
6800 MARIPOSA ST  
DENVER CO 80221

MOWREY DAN AND  
MOWREY LAUREN  
OR CURRENT RESIDENT  
1746 W 66TH AVE  
DENVER CO 80221-2192

MERIDA MARIO AND  
URIZA JEANNETTE  
OR CURRENT RESIDENT  
1668 W 66TH AVE  
DENVER CO 80229-7432

MUELLER SAMANTHA  
OR CURRENT RESIDENT  
1473 W 67TH AVE  
DENVER CO 80221-2699

MERRILL MEREDITH ANN  
OR CURRENT RESIDENT  
1755 W 66TH AVE  
DENVER CO 80221-2192

MULLINS DAVID J AND  
CRAIG CHARLES W  
OR CURRENT RESIDENT  
1743 W 67TH AVE  
DENVER CO 80221-2609

MESKER SCOTT A  
OR CURRENT RESIDENT  
6760 MARIPOSA ST  
DENVER CO 80221-2688

MUMFORD AARON P AND  
MUMFORD ASHLEY A  
OR CURRENT RESIDENT  
6728 MARIPOSA ST  
DENVER CO 80221-2688

MEYER AMANDA  
OR CURRENT RESIDENT  
6891 OSAGE ST  
DENVER CO 80221-7034

MUNDERLOH GRETCHEN  
OR CURRENT RESIDENT  
1433 W 66TH AVE  
DENVER CO 80221-2598

MINTON MICHAEL M AND  
GURWIN ANITA E  
OR CURRENT RESIDENT  
1678 W 66TH AVE  
DENVER CO 80221-2175

MUNDERLOH GRETCHEN A  
OR CURRENT RESIDENT  
1353 W 66TH AVE  
DENVER CO 80221-2110

MITCHLER LEONARD A AND  
MITCHLER COURTNEY  
OR CURRENT RESIDENT  
1351 W 67TH PL  
DENVER CO 80221

MUNOZ LUIS AND  
PANDO ELIZABETH  
OR CURRENT RESIDENT  
6815 SANTA FE DRIVE  
DENVER CO 80221

MOOSBURGER CURTIS  
OR CURRENT RESIDENT  
6870 MARIPOSA ST  
DENVER CO 80221-7027

MURRAY ADAM AND  
MURRAY LISA  
OR CURRENT RESIDENT  
1702 W 66TH AVE  
DENVER CO 80229-7434

MORRIS DAVID K AND  
MORRIS WENDY L  
OR CURRENT RESIDENT  
6788 NAVAJO ST  
DENVER CO 80221-2689

NAYAK SHIVALL  
OR CURRENT RESIDENT  
1652 W 66TH AVE  
DENVER CO 80229-7432

MOSS MARISA AND  
MOSS JUSTIN  
OR CURRENT RESIDENT  
1450 W 66TH AVE  
DENVER CO 80221

NELSON KATHERINE A AND  
NELSON THOMAS H  
OR CURRENT RESIDENT  
1337 W 67TH PL  
DENVER CO 80221

NELSON MARK R AND  
ROSE POLLY L  
OR CURRENT RESIDENT  
6744 MARIPOSA ST  
DENVER CO 80221-2688

NORTH PECOS WATER AND  
SANITATION DIST  
OR CURRENT RESIDENT  
6900 PECOS ST  
DENVER CO 80221

NEW DIRECTION IRA INC FBO MARTIN LOWREY IRA  
90% AND  
NEW DIRECTION IRA INC FBO LISA LOWREY IRA 10%  
OR CURRENT RESIDENT  
6647 PECOS ST  
DENVER CO 80221-2195

NOTARY JAMES/LINDA L TRUST THE  
OR CURRENT RESIDENT  
6881 NAVAJO ST  
DENVER CO 80221-7030

NEWCOME BRIAN A AND  
MONTGOMERY PATRICK C  
OR CURRENT RESIDENT  
1330 W 67TH AVE  
DENVER CO 80221-2682

NOY KHAMNGUEN/VILAYHONG LUCKY SAILOM AND  
SENEBOUTTARATH PRASEUTSAK  
OR CURRENT RESIDENT  
6801 OSAGE ST  
DENVER CO 80221-7034

NEWMAN JENNIFER ANN  
OR CURRENT RESIDENT  
6646 ALAN DR  
DENVER CO 80221-2193

O DELL JEFFREY  
O DELL KALI A  
OR CURRENT RESIDENT  
1754 W 66TH AVE  
DENVER CO 80221-2192

NGUYEN JACK C  
OR CURRENT RESIDENT  
6701 MARIPOSA CT  
DENVER CO 80221-2687

OLIVAS ERASMO  
OR CURRENT RESIDENT  
6900 OSAGE ST  
DENVER CO 80221-7037

NGUYEN KIM THUAN  
OR CURRENT RESIDENT  
1371 W 67TH PL  
DENVER CO 80221

OTTEN THOMAS AND  
OTTEN CASEY  
OR CURRENT RESIDENT  
6768 MARIPOSA ST  
DENVER CO 80221-2688

NGUYEN NICK AND  
NGUYEN MICHAEL  
OR CURRENT RESIDENT  
1400 W 66TH PL  
DENVER CO 80221-2598

PANNIER MICHAEL ROBERT AND  
DRABCZYK ANDREA VICTORIA  
OR CURRENT RESIDENT  
6632 OSAGE ST  
DENVER CO 80221-2673

NGUYEN THACH AND  
VILLEGAS CARINA  
OR CURRENT RESIDENT  
1440 W 67TH AVE  
DENVER CO 80221

PATAMASUCON PISESPONG AND  
PATAMASUCON SIRINIPAR  
OR CURRENT RESIDENT  
6757 MARIPOSA CT  
DENVER CO 80221-2687

NIEDENS ELLIOTT AND  
ZELDES INDIA  
OR CURRENT RESIDENT  
1415 W 66TH PL  
DENVER CO 80221-2598

PAULES TAYLOR J AND  
PAULES MICHAEL AND PAULES GRETCHEN  
OR CURRENT RESIDENT  
6755 RARITAN DR  
DENVER CO 80221-2613

NIKOLENKO SERGEY I  
OR CURRENT RESIDENT  
1781 W 64TH LN  
DENVER CO 80221-2346

PENNER TREVOR A AND  
PENNER ANNALEE D  
OR CURRENT RESIDENT  
1441 W 66TH PL  
DENVER CO 80221-2598

PERSICHITTE NICHOLAS C AND  
PERSICHITTE KARLA M  
OR CURRENT RESIDENT  
6655 OSAGE ST  
DENVER CO 80221-2673

RADDATZ ALAN L  
OR CURRENT RESIDENT  
6752 OSAGE ST  
DENVER CO 80221-2758

PETERS SUTTIDA AND  
PETERS COLLIN V  
OR CURRENT RESIDENT  
1540 W 67TH AVE  
DENVER CO 80221-2670

RADER FAMILY LIVING TRUST THE  
OR CURRENT RESIDENT  
1752 W 67TH PL  
DENVER CO 80221-2617

PHELPS ROBYN L AND  
RECK JORDAN A  
OR CURRENT RESIDENT  
6768 NAVAJO ST  
DENVER CO 80221-2689

RAMEY ADAM  
OR CURRENT RESIDENT  
6650 PECOS ST  
DENVER CO 80221

PICKENS ALEX JR AND  
SHELDON STEPHANIE  
OR CURRENT RESIDENT  
6616 RARITAN DR  
DENVER CO 80221-2690

RAMIREZ JOSE L  
OR CURRENT RESIDENT  
6821 PECOS ST  
DENVER CO 80221-7001

PICKERING ROBERT B  
OR CURRENT RESIDENT  
1331 W 67TH PL  
DENVER CO 80221

RATZELL SHAWN S  
RATZELL EVELYN E  
OR CURRENT RESIDENT  
6890 MARIPOSA ST  
DENVER CO 80221-7027

POESCHL MICHAEL J AND  
POESCHL AMBER  
OR CURRENT RESIDENT  
6769 MARIPOSA CT  
DENVER CO 80221-2687

REA FILIPPO A AND  
LAFERRIERE AIMEE REA  
OR CURRENT RESIDENT  
6762 OSAGE ST  
DENVER CO 80221-2758

POPOWSKI MALGORZATA AND  
GRAM KARSTEN  
OR CURRENT RESIDENT  
6773 MARIPOSA CT  
DENVER CO 80221-2687

REINKING MARK AND  
REINKING ELIZABETH  
OR CURRENT RESIDENT  
6691 MARIPOSA CT  
DENVER CO 80221

PRICE RITA M  
MILANO KATHLEEN L  
OR CURRENT RESIDENT  
6763 MARIPOSA CT  
DENVER CO 80221-2687

REYES DINOT V JR AND  
REYES TISHA  
OR CURRENT RESIDENT  
1652 W 67TH AVE  
DENVER CO 80221-2610

PROSCH DAKOTA AND  
REGUEIRO FERNANDO  
OR CURRENT RESIDENT  
1493 W 67TH AVE  
DENVER CO 80221-2699

RICE ANTHONY S AND  
RICE STEVEN J  
OR CURRENT RESIDENT  
1435 W 67TH AVE  
DENVER CO 80221-2699

PUJOL ALEJANDRO AND  
RODRIGUEZ MELISSA P  
OR CURRENT RESIDENT  
6764 NAVAJO ST  
DENVER CO 80221-2689

ROACH MEGHAN J AND  
SITTNICK MARTIN W  
OR CURRENT RESIDENT  
1392 W 67TH AVE  
DENVER CO 80221

ROBINSON JACK AND  
ROBINSON JANET  
OR CURRENT RESIDENT  
6601 MARIPOSA CT  
DENVER CO 80221

SADOWSKI KATHERINE  
OR CURRENT RESIDENT  
6850 NAVAJO ST  
DENVER CO 80221-7031

ROBINSON KATARINA  
OR CURRENT RESIDENT  
1425 W 67TH AVE  
DENVER CO 80221-2699

SAER ALLISON AND  
SAER JAMES  
OR CURRENT RESIDENT  
1354 W 66TH PL  
DENVER CO 80221-2593

RODRIGUEZ CARLOS AND  
ZAMORA DORINA  
OR CURRENT RESIDENT  
1440 W 69TH AVE  
DENVER CO 80221-7018

SALAMAT JONATHAN AND  
SALAMAT TARA  
OR CURRENT RESIDENT  
6748 OSAGE ST  
DENVER CO 80221-2758

RODRIGUEZ DILLON  
OR CURRENT RESIDENT  
1335 W 67TH AVE  
DENVER CO 80221-2682

SALMONS JUSTIN C AND  
SALMONS LINDA K  
OR CURRENT RESIDENT  
1734 W 67TH PL  
DENVER CO 80221-2617

ROESSLER TODD J  
OR CURRENT RESIDENT  
6600 RARITAN DR  
DENVER CO 80221-2690

SANDOVAL PABLO A AND  
STRYDOM CAREL P  
OR CURRENT RESIDENT  
1634 W 67TH AVE  
DENVER CO 80221-2610

ROHRKE PATRICK P AND  
ROHRKE KRISTY A  
OR CURRENT RESIDENT  
1334 W 68TH AVE  
DENVER CO 80221

SANTARELLI JOYCE L  
OR CURRENT RESIDENT  
6881 OSAGE ST  
DENVER CO 80221-7034

ROMAN KATHRYN S AND  
ROMAN JAMES T  
OR CURRENT RESIDENT  
6654 MARIPOSA ST  
DENVER CO 80221-2684

SCHMIDT ZACHARY P AND  
MARTIN HEATHER  
OR CURRENT RESIDENT  
6746 OSAGE ST  
DENVER CO 80221-2758

RUBIN SCOTT  
RUBIN MICHELLE  
OR CURRENT RESIDENT  
6708 NAVAJO ST  
DENVER CO 80221-2689

SCHROEDER NATHAN K  
OR CURRENT RESIDENT  
1745 W 66TH AVE  
DENVER CO 80221-2192

RUBY CHRIS AND  
RUBY KIMBERLY  
OR CURRENT RESIDENT  
6715 RARITAN DR  
DENVER CO 80221-2613

SCOGGINS VERONICA E AND  
STROUD RYAN S  
OR CURRENT RESIDENT  
1481 W 67TH AVE  
DENVER CO 80221-2699

RUSSELL JENNIFER  
OR CURRENT RESIDENT  
1449 W 66TH AVE  
DENVER CO 80221-2598

SEEFELDT MARK  
OR CURRENT RESIDENT  
1384 W 67TH AVE  
DENVER CO 80221-2664

SELVIG ETHAN D AND  
CAMPBELL ELIZABETH K  
OR CURRENT RESIDENT  
6780 NAVAJO ST  
DENVER CO 80221-2689

SOLOMON JOSEPH RYAN AND  
SOLOMON KYLENE RENEE  
OR CURRENT RESIDENT  
6656 OSAGE ST  
DENVER CO 80221

SHAW RYAN WILLIAM  
OR CURRENT RESIDENT  
1392 W 66TH PL  
DENVER CO 80221-2593

SONG TIM AND  
MARTINEZ MANDY  
OR CURRENT RESIDENT  
6720 MARIPOSA ST  
DENVER CO 80221-2688

SIMON MICHAEL AND  
SIMON SARAH  
OR CURRENT RESIDENT  
1384 W 66TH PL  
DENVER CO 80221-2593

SPAETH TRAVIS AND  
PATEL SHALVI  
OR CURRENT RESIDENT  
1712 W 67TH AVE  
DENVER CO 80221-2609

SIMUTIS DAVID LEONARD AND  
SIMUTIS MICHELLE UTT  
OR CURRENT RESIDENT  
6700 MARIPOSA ST  
DENVER CO 80221-2688

STAMBAUGH WILLIAM T AND JAN S  
OR CURRENT RESIDENT  
6861 MARIPOSA ST  
DENVER CO 80221

SINGH DITTIMAN  
OR CURRENT RESIDENT  
1484 W 66TH AVE  
DENVER CO 80221-2153

STEFIUK STEPHEN III  
OR CURRENT RESIDENT  
6721 MARIPOSA ST  
DENVER CO 80221-2688

SLOAN STANLEY AND  
SLOAN ELIZABETH  
OR CURRENT RESIDENT  
6770 OSAGE ST  
DENVER CO 80221-2758

STONEBERG DANIEL K  
PARKER KATHERINE M  
OR CURRENT RESIDENT  
6741 MARIPOSA CT  
DENVER CO 80221-2687

SLOYER ERIC  
OR CURRENT RESIDENT  
6721 MARIPOSA CT  
DENVER CO 80221-2687

STRONG DAVID  
OR CURRENT RESIDENT  
6784 NAVAJO ST  
DENVER CO 80221-2689

SMILEY MONICA AND  
COLARIC WARREN  
OR CURRENT RESIDENT  
6768 OSAGE ST  
DENVER CO 80221-2758

STROTHER SCOTT G  
OR CURRENT RESIDENT  
1408 W 66TH PL  
DENVER CO 80221-2598

SMITH ANDREW C AND  
SMITH HANA L P  
OR CURRENT RESIDENT  
6752 MARIPOSA ST  
DENVER CO 80221-2688

STYLES SAMUEL L AND  
STYLES LAURA A  
OR CURRENT RESIDENT  
1800 W 68TH AVE  
DENVER CO 80221-2506

SMITH ERIC KALON AND  
SMITH LAUREN KAY  
OR CURRENT RESIDENT  
6690 MARIPOSA ST  
DENVER CO 80221-2684

SUDDS ROBERT S  
OR CURRENT RESIDENT  
6651 PECOS ST  
DENVER CO 80221-2195



SULTANTONO ARMAND H  
BENYAMIN NADIA A  
OR CURRENT RESIDENT  
6753 MARIPOSA CT  
DENVER CO 80221-2687

TOWNDROW LYNDA S AND  
TOWNDROW DENNIS DEAN  
OR CURRENT RESIDENT  
6800 OSAGE ST  
DENVER CO 80221-7035

SWANSON MICHAEL A  
OR CURRENT RESIDENT  
1400 W 67TH AVENUE  
DENVER CO 80221

TRACY GERARD MAJELLA AND  
TRACY CYNTHIA GRAHAM  
OR CURRENT RESIDENT  
6821 OSAGE ST  
DENVER CO 80221-7034

SWERDFEGER RUSSELL C  
OR CURRENT RESIDENT  
1341 W 68TH AVE  
DENVER CO 80221-7007

TRAN CHRISTOPHER  
OR CURRENT RESIDENT  
6785 RARITAN DR  
DENVER CO 80221-2613

TALIFER JOHN  
OR CURRENT RESIDENT  
1446 W 67TH PL  
DENVER CO 80221-2757

TRAN VU D  
OR CURRENT RESIDENT  
1785 W 66TH AVE  
DENVER CO 80221-2192

TANNER RICHARD C AND  
HARDY KAREN L  
OR CURRENT RESIDENT  
6750 MARIPOSA CT  
DENVER CO 80221

TRUXAL RYAN AND  
DELLEBOVI CHRISTA  
OR CURRENT RESIDENT  
6764 OSAGE ST  
DENVER CO 80221-2758

TAYLOR KEVIN AND  
TAYLOR DENISE  
OR CURRENT RESIDENT  
6675 MARIPOSA CT  
DENVER CO 80221

TULLY TRAVIS AND  
TULLY TRACY  
OR CURRENT RESIDENT  
6640 PECOS ST  
DENVER CO 80221-2167

TERRELL SHANNON AND  
TERRELL DETTRELL  
OR CURRENT RESIDENT  
1448 W 66TH PL  
DENVER CO 80221-2598

VAIL MORGAN AND  
FRIEND JEREMY J  
OR CURRENT RESIDENT  
1688 W 66TH AVE  
DENVER CO 80221

TERS ANNA AND  
ERTLE KYLE  
OR CURRENT RESIDENT  
6660 MARIPOSA CT  
DENVER CO 80221

VALENTA GRAHAM M AND  
BANCROFT AMANDA N  
OR CURRENT RESIDENT  
6743 MARIPOSA ST  
DENVER CO 80221-2688

TERWILLIGER CINDY  
OR CURRENT RESIDENT  
1787 W 67TH AVE  
DENVER CO 80221-2609

VALLERO MARITA J AND  
VALLERO NICHOLAS J  
OR CURRENT RESIDENT  
1448 W 67TH AVE  
DENVER CO 80221

THOME JOSEPH AND  
HUERTA-THOME CYNTHIA  
OR CURRENT RESIDENT  
6730 ALAN DR  
DENVER CO 80221-2500

VEGA BRYAN  
VEGA ANGELA  
OR CURRENT RESIDENT  
1784 W 68TH AVE  
DENVER CO 80221-2521

VEGH JOZSEF AND  
HODI KATALIN  
OR CURRENT RESIDENT  
1665 W 66TH AVE  
DENVER CO 80221-2175

WHITCOMB JACKSON J AND  
CURTIS LAURA E  
OR CURRENT RESIDENT  
6779 RARITAN DR  
DENVER CO 80221-2613

VILLALOBOS DAVID AND  
VILLALOBOS OLGA  
OR CURRENT RESIDENT  
6670 MARIPOSA ST  
DENVER CO 80221-2684

WHITE EMILY T AND  
WHITE JAMES ROYAL IV  
OR CURRENT RESIDENT  
1376 W 66TH PL  
DENVER CO 80221-2593

VISSER M JONATHAN AND  
VISSER ELIZABETH  
OR CURRENT RESIDENT  
1541 W 66TH AVE  
DENVER CO 80221

WIGGINS JASON  
OR CURRENT RESIDENT  
1344 W 68TH AVE  
DENVER CO 80221

VO TAM AND  
VO KELLY E  
OR CURRENT RESIDENT  
1300 W 67TH PL  
DENVER CO 80221-2685

WILLIAMS RACHEL E  
OR CURRENT RESIDENT  
6645 MARIPOSA CT  
DENVER CO 80221

VOIGT JOHN F AND  
VOIGT SARA L  
OR CURRENT RESIDENT  
1320 W 67TH AVE  
DENVER CO 80221-2682

WILSON GREGORY AND  
GERAGHTY KELLY  
OR CURRENT RESIDENT  
6726 NAVAJO ST  
DENVER CO 80221-2689

VOLKMER SCOTT AND  
JURGENS KELSEY  
OR CURRENT RESIDENT  
6736 MARIPOSA ST  
DENVER CO 80221-2688

WILSON KELLI MARIE AND  
FLETCHER ERIC REED  
OR CURRENT RESIDENT  
1425 W 66TH PL  
DENVER CO 80221

WAGNER CHAD AND  
HENSLEY DANIELLE  
OR CURRENT RESIDENT  
6639 OSAGE ST  
DENVER CO 80221-2673

WILSON PATRICK O AND  
MENDEZ-WILSON DEBORAH  
OR CURRENT RESIDENT  
6665 MARIPOSA CT  
DENVER CO 80221

WALD ANDREW J  
WALD NATALIE  
OR CURRENT RESIDENT  
6746 NAVAJO ST  
DENVER CO 80221-2689

WILSON TESSA L AND  
WILSON ADAM B  
OR CURRENT RESIDENT  
1376 W 67TH AVE  
DENVER CO 80221-2664

WELSH MICHAEL AND  
WALEWSKI MATTHEW  
OR CURRENT RESIDENT  
6736 MARIPOSA CT  
DENVER CO 80221

WIMAN JENNIFER M  
OR CURRENT RESIDENT  
1718 W 66TH AVE  
DENVER CO 80221-2192

WELTY DUANE  
OR CURRENT RESIDENT  
1801 W 67TH PL  
DENVER CO 80221-2612

WINCEK AMY AND  
WINCEK MATTHEW  
OR CURRENT RESIDENT  
6655 MARIPOSA ST  
DENVER CO 80221-2684

WONG JEFF  
LUONG MYVAN  
OR CURRENT RESIDENT  
1508 W 66TH AVE  
DENVER CO 80221-2155

CURRENT RESIDENT  
1401 W 66TH AVE  
DENVER CO 80221-2153

WOODS JONATHAN AND  
WOODS VICTORIA  
OR CURRENT RESIDENT  
6644 OSAGE ST  
DENVER CO 80221-2673

CURRENT RESIDENT  
1407 W 66TH AVE  
DENVER CO 80221-2153

WYMAN JEFFREY AND  
WYMAN MEAGAN  
OR CURRENT RESIDENT  
6772 OSAGE ST  
DENVER CO 80221-2758

CURRENT RESIDENT  
1415 W 66TH AVE  
DENVER CO 80221-2153

XIAO YANQING  
OR CURRENT RESIDENT  
6659 PECOS ST  
DENVER CO 80221-2195

CURRENT RESIDENT  
1425 W 66TH AVE  
DENVER CO 80221-2153

YU YA-CHI  
OR CURRENT RESIDENT  
1353 W 66TH PL  
DENVER CO 80221-2593

CURRENT RESIDENT  
1571 W 66TH AVE  
DENVER CO 80221-2155

ZEDNIK KRISTIN M AND  
ZEDNIK STEPHAN T  
OR CURRENT RESIDENT  
1432 W 67TH AVE  
DENVER CO 80221

CURRENT RESIDENT  
1741 W 64TH LN  
DENVER CO 80221-2346

ZIEGLER SCOTT T AND  
ANTON DARCY E  
OR CURRENT RESIDENT  
1729 W 67TH AVE  
DENVER CO 80221-2609

CURRENT RESIDENT  
6591 PECOS ST  
DENVER CO 80221-2417

CURRENT RESIDENT  
1361 W 66TH AVE  
DENVER CO 80221-2110

CURRENT RESIDENT  
6595 PECOS ST  
DENVER CO 80221-2417

CURRENT RESIDENT  
1377 W 66TH AVE  
DENVER CO 80221-2110

CURRENT RESIDENT  
1777 W 68TH AVE  
DENVER CO 80221-2565

CURRENT RESIDENT  
1393 W 66TH AVE  
DENVER CO 80221-2110

CURRENT RESIDENT  
1432 W 66TH PL  
DENVER CO 80221-2598

CURRENT RESIDENT  
1700 W 67TH AVE  
DENVER CO 80221-2609

CURRENT RESIDENT  
6645 OSAGE ST  
DENVER CO 80221-2673

CURRENT RESIDENT  
1730 W 67TH AVE  
DENVER CO 80221-2609

CURRENT RESIDENT  
1301 W 67TH AVE  
DENVER CO 80221-2682

CURRENT RESIDENT  
1744 W 67TH AVE  
DENVER CO 80221-2609

CURRENT RESIDENT  
6871 PECOS ST  
DENVER CO 80221-7001

CURRENT RESIDENT  
1788 W 67TH AVE  
DENVER CO 80221-2609

CURRENT RESIDENT  
6860 PECOS ST  
DENVER CO 80221-7002

CURRENT RESIDENT  
1622 W 67TH AVE  
DENVER CO 80221-2610

CURRENT RESIDENT  
1231 W 68TH AVE  
DENVER CO 80221-7005

CURRENT RESIDENT  
1690 W 67TH AVE  
DENVER CO 80221-2610

CURRENT RESIDENT  
1241 W 69TH AVE  
DENVER CO 80221-7013

CURRENT RESIDENT  
6709 RARITAN DR  
DENVER CO 80221-2613

CURRENT RESIDENT  
1501 W 69TH AVE  
DENVER CO 80221-7019

CURRENT RESIDENT  
1771 W 67TH PL  
DENVER CO 80221-2617

CURRENT RESIDENT  
6831 MARIPOSA ST  
DENVER CO 80221-7026

CURRENT RESIDENT  
1782 W 67TH PL  
DENVER CO 80221-2617

CURRENT RESIDENT  
6860 MARIPOSA ST  
DENVER CO 80221-7027

CURRENT RESIDENT  
1424 W 67TH AVE  
DENVER CO 80221-2672

CURRENT RESIDENT  
6831 OSAGE ST  
DENVER CO 80221-7034

CURRENT RESIDENT  
6820 OSAGE ST  
DENVER CO 80221-7035

CURRENT RESIDENT  
1141 W 69TH AVE APT 102  
DENVER CO 80221-7064

CURRENT RESIDENT  
1080 W 69TH AVE  
DENVER CO 80221-7047

CURRENT RESIDENT  
1141 W 69TH AVE APT 103  
DENVER CO 80221-7064

CURRENT RESIDENT  
6825 SANTA FE DR  
DENVER CO 80221-7059

CURRENT RESIDENT  
1141 W 69TH AVE APT 104  
DENVER CO 80221-7064

CURRENT RESIDENT  
6835 SANTA FE DR  
DENVER CO 80221-7059

CURRENT RESIDENT  
1141 W 69TH AVE APT 201  
DENVER CO 80221-7064

CURRENT RESIDENT  
1121 W 69TH AVE APT 101  
DENVER CO 80221-7063

CURRENT RESIDENT  
1161 W 69TH AVE APT 101  
DENVER CO 80221-7065

CURRENT RESIDENT  
1121 W 69TH AVE APT 102  
DENVER CO 80221-7063

CURRENT RESIDENT  
1161 W 69TH AVE APT 102  
DENVER CO 80221-7065

CURRENT RESIDENT  
1121 W 69TH AVE APT 103  
DENVER CO 80221-7063

CURRENT RESIDENT  
1161 W 69TH AVE APT 103  
DENVER CO 80221-7065

CURRENT RESIDENT  
1121 W 69TH AVE APT 104  
DENVER CO 80221-7063

CURRENT RESIDENT  
1161 W 69TH AVE APT 104  
DENVER CO 80221-7065

CURRENT RESIDENT  
1121 W 69TH AVE APT 201  
DENVER CO 80221-7063

CURRENT RESIDENT  
1161 W 69TH AVE APT 201  
DENVER CO 80221-7065

CURRENT RESIDENT  
1141 W 69TH AVE APT 101  
DENVER CO 80221-7064

CURRENT RESIDENT  
1161 W 69TH AVE APT 202  
DENVER CO 80221-7069

CURRENT RESIDENT  
1161 W 69TH AVE APT 203  
DENVER CO 80221-7069

CURRENT RESIDENT  
1141 W 69TH AVE APT 302  
DENVER CO 80221-7070

CURRENT RESIDENT  
1161 W 69TH AVE APT 204  
DENVER CO 80221-7069

CURRENT RESIDENT  
1141 W 69TH AVE APT 303  
DENVER CO 80221-7070

CURRENT RESIDENT  
1161 W 69TH AVE APT 301  
DENVER CO 80221-7069

CURRENT RESIDENT  
1141 W 69TH AVE APT 304  
DENVER CO 80221-7070

CURRENT RESIDENT  
1161 W 69TH AVE APT 302  
DENVER CO 80221-7069

CURRENT RESIDENT  
1121 W 69TH AVE APT 202  
DENVER CO 80221-7071

CURRENT RESIDENT  
1161 W 69TH AVE APT 303  
DENVER CO 80221-7069

CURRENT RESIDENT  
1121 W 69TH AVE APT 203  
DENVER CO 80221-7071

CURRENT RESIDENT  
1161 W 69TH AVE APT 304  
DENVER CO 80221-7069

CURRENT RESIDENT  
1121 W 69TH AVE APT 204  
DENVER CO 80221-7071

CURRENT RESIDENT  
1141 W 69TH AVE APT 202  
DENVER CO 80221-7070

CURRENT RESIDENT  
1121 W 69TH AVE APT 301  
DENVER CO 80221-7071

CURRENT RESIDENT  
1141 W 69TH AVE APT 203  
DENVER CO 80221-7070

CURRENT RESIDENT  
1121 W 69TH AVE APT 302  
DENVER CO 80221-7071

CURRENT RESIDENT  
1141 W 69TH AVE APT 204  
DENVER CO 80221-7070

CURRENT RESIDENT  
1121 W 69TH AVE APT 303  
DENVER CO 80221-7071

CURRENT RESIDENT  
1141 W 69TH AVE APT 301  
DENVER CO 80221-7070

CURRENT RESIDENT  
1121 W 69TH AVE APT 304  
DENVER CO 80221-7071

CURRENT RESIDENT  
1101 W 69TH AVE APT 2  
DENVER CO 80221-7080

CURRENT RESIDENT  
1101 W 69TH AVE APT 3  
DENVER CO 80221-7080

CURRENT RESIDENT  
1101 W 69TH AVE APT 4  
DENVER CO 80221-7080

CURRENT RESIDENT  
1101 W 69TH AVE APT 1  
DENVER CO 80221-8924

# CERTIFICATE OF POSTING



**I, J. Gregory Barnes do hereby certify that I posted the property at the intersection of West 68<sup>th</sup> Avenue and Pecos Street on June 25, 2019 in accordance with the requirements of the Adams County Development Standards and Regulations.**

A handwritten signature in black ink, reading "J. Gregory Barnes".

---

**J. Gregory Barnes, Planner III**



# Midtown, Filing 11

PRC2018-00018

SE corner of West 68<sup>th</sup> Avenue & Pecos Street

July 9, 2019

Board of County Commissioners Public Hearing  
Community and Economic Development Department

Case Manager: Greg Barnes



# Requests

1. Final Plat
2. Final Development Plan

Creates 72 attached single-family residential lots on 5.8 acres







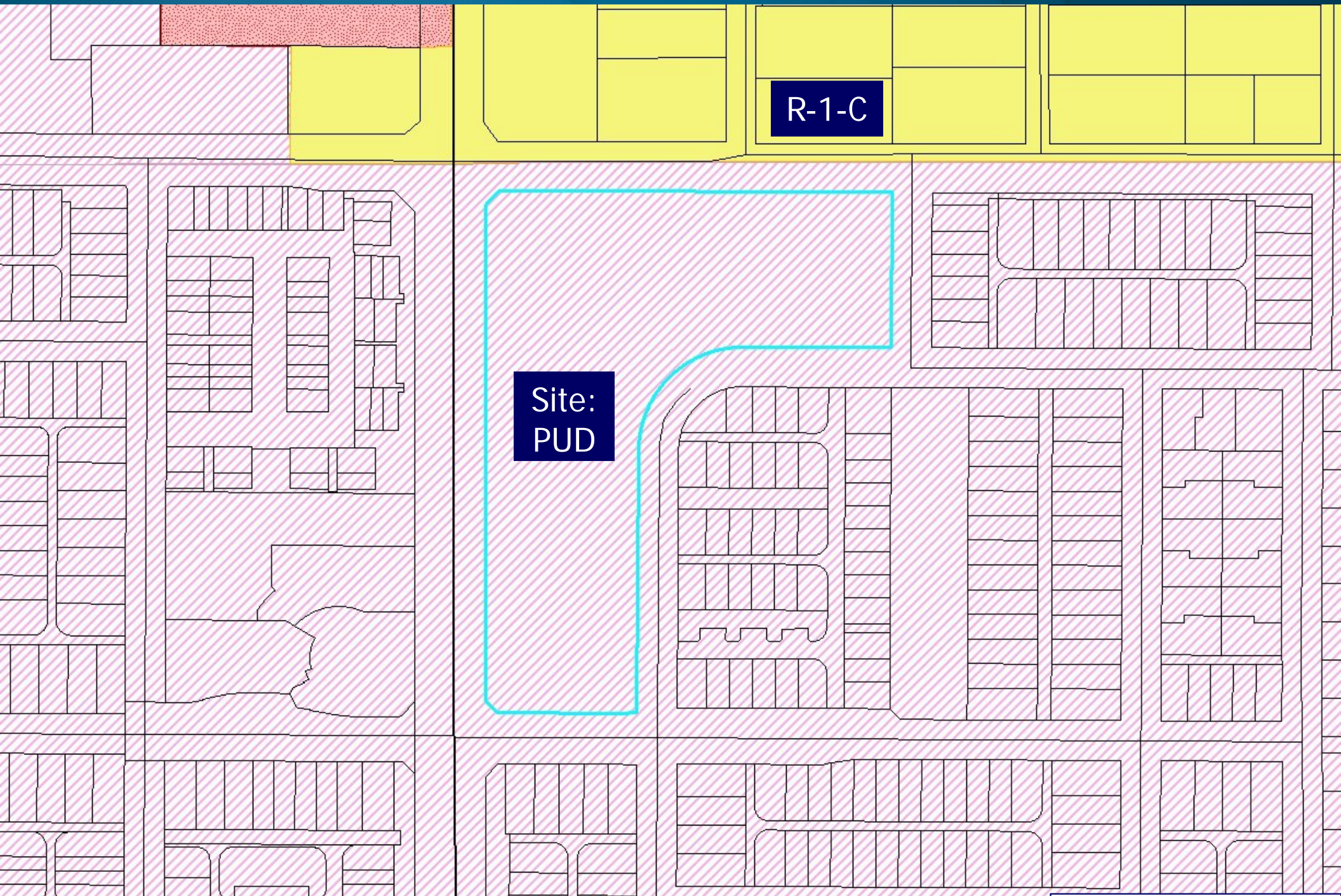


W. 68<sup>th</sup> Avenue

Site

Pecos  
Street

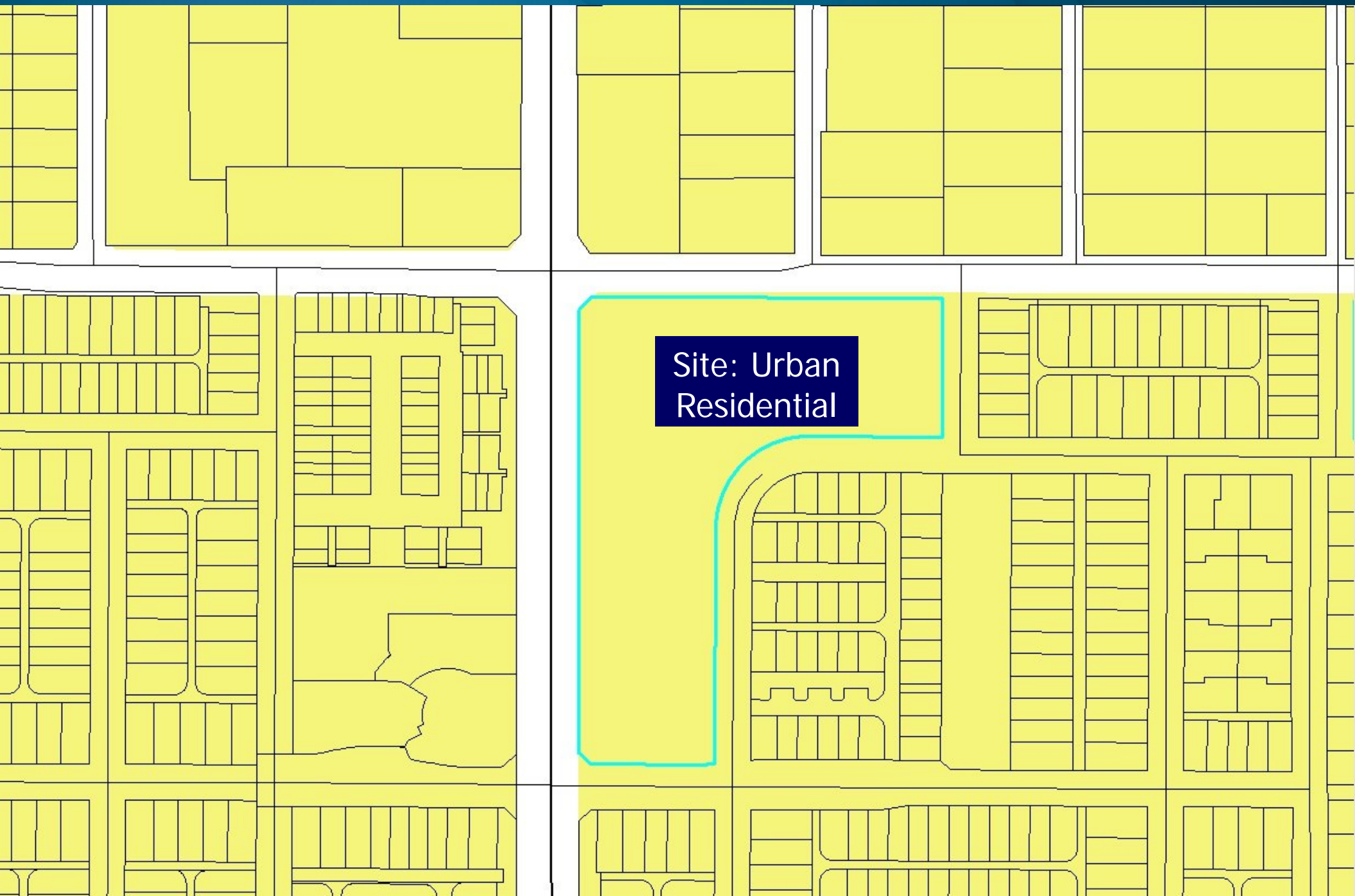




R-1-C

Site:  
PUD





Site: Urban  
Residential

# Criteria for FDP Approval

Section 2-02-10-04-05

1. Consistent with Comprehensive Plan
2. Conforms to PUD Standards
3. Consistent with Approved PDP
4. Construction Plans Approved

# Criteria for Final Plat Approval

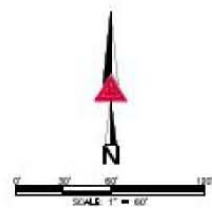
Section 2-02-17-04-05

1. Conforms to Preliminary Plat
2. Conforms to Subdivision Design Standards
3. Sufficient Water Supply
4. Established Public Sewage Disposal
5. Identification of Hazardous Topographic Conditions
6. Adequate Drainage Improvements
7. Adequate Public Infrastructure



CASE NO. PRC  
2018-00018

C-1 1/2" CORNER SECTION  
RECORDED NO. 6 12345  
WITH 1/4" ALUMINUM CAP  
STAMPED "FEL 2000"  
IN A MICROFILM BOX



FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

# FINAL PLAT

# TOWNHOUSE ELEVATIONS



CADENCE 3 (R)		CADENCE 4		CADENCE 5 (R)		CADENCE 4		CADENCE 5	
MASONRY SF.	2785F	MASONRY SF.	1985F	MASONRY SF.	2005F	MASONRY SF.	1985F	MASONRY SF.	2785F
"WOODLOOK" SIDING SF.	545F	"WOODLOOK" SIDING SF.	645F	"WOODLOOK" SIDING SF.	65F	"WOODLOOK" SIDING SF.	645F	"WOODLOOK" SIDING SF.	545F
TOTAL MATERIAL SF.	8885F	TOTAL MATERIAL SF.	5185F	TOTAL MATERIAL SF.	8435F	TOTAL MATERIAL SF.	2195F	TOTAL MATERIAL SF.	8885F
ENHANCED MATERIAL %	42%	ENHANCED MATERIAL %	55%	ENHANCED MATERIAL %	40%	ENHANCED MATERIAL %	55%	ENHANCED MATERIAL %	42%

\*PORCH MAY INCLUDE WALL EXTENSIONS OR STONE ELEMENTS CONNECTED VIA A COMMON FOUNDATION SO LONG AS IT IS AT LEAST 50% OPEN ON TWO SIDES.\*

FRONT  
ELEVATION



CADENCE 6 (R)	
MASONRY SF.	3485F
"WOODLOOK" SIDING SF.	8115F
TOTAL MATERIAL SF.	15535F
ENHANCED MATERIAL %	65%

SIDE  
ELEVATION

N.T.S.

PRODUCT IMAGE (TYPICAL)

N.T.S.



CADENCE 6 EXTERIOR		CADENCE 7 (R)		CADENCE 8 INTERIOR		CADENCE 7		CADENCE 8 EXTERIOR (R)	
MASONRY SF.	1085F	MASONRY SF.	1875F	MASONRY SF.	1025F	MASONRY SF.	1875F	MASONRY SF.	1085F
"WOODLOOK" SIDING SF.	1555F	"WOODLOOK" SIDING SF.	1135F	"WOODLOOK" SIDING SF.	2255F	"WOODLOOK" SIDING SF.	1135F	"WOODLOOK" SIDING SF.	1555F
TOTAL MATERIAL SF.	8315F	TOTAL MATERIAL SF.	8205F	TOTAL MATERIAL SF.	5785F	TOTAL MATERIAL SF.	8205F	TOTAL MATERIAL SF.	8315F
ENHANCED MATERIAL %	42%	ENHANCED MATERIAL %	65%	ENHANCED MATERIAL %	65%	ENHANCED MATERIAL %	65%	ENHANCED MATERIAL %	42%

\*PORCH MAY INCLUDE WALL EXTENSIONS OR STONE ELEMENTS CONNECTED VIA



CADENCE 8 EXTERIOR (R)	
MASONRY SF.	3055F
"WOODLOOK" SIDING SF.	885F
TOTAL MATERIAL SF.	8885F
ENHANCED MATERIAL %	40%

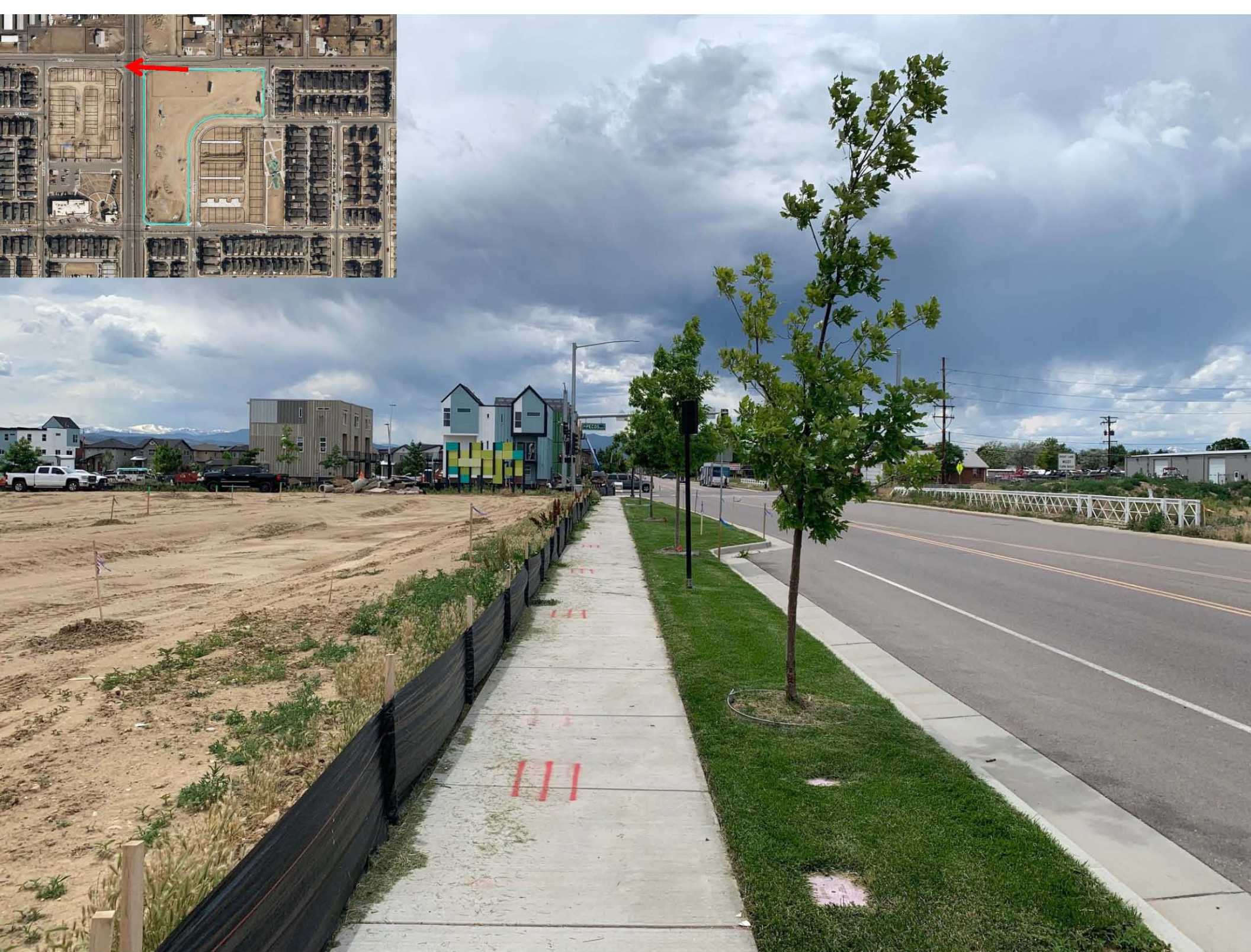


























# Referral Period

Notices sent*	# of Comments Received
464	2

\* Property owners and occupants within 750 feet were notified

## Comments:

- Public Comment – Food Desert
- Water and sewage available (Crestview)
- Referral Agencies - CDOT, CDWR, CGS, TCHD, Xcel
  - No opposition or concerns

# Recommendation

Approval of the proposed Final Plat, Final Development Plan, and associated SIA (PRC2018-0008) with 11 Findings-of-Fact, 1 Condition Precedent, and 1 Note.