

Board of County Commissioners

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

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 10, 2018 9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

A. Employees of the Season Awards 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

А.	List of Expenditures Under the Dates of June 25-29, 2018
В.	Minutes of the Commissioners' Proceedings from July 3, 2018
С.	Adams County Treasurer's Summary May 1-31, 2018

D.	Resolution for Final Acceptance of Public Improvements Constructed at the Bartley Subdivision, Phase IV, Case No PLT2015-00048 and SUB2017-00001 (File approved by ELT)
Е.	Resolution Approving Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Brantner Gulch and Tributaries (File approved by ELT)
F.	Resolution Approving Land Lease Agreement between Adams County and Direct Transportation, LLC, dba Western Shuttles (File approved by ELT)
G.	Resolution Approving Consent to Assignment and Assignment of Lease with Ronald C. Webster to Ronald C. Webster Revocable Living Trust U-A, Dated April 18, 2012 (File approved by ELT)
Н.	Resolution Approving Consent to Assignment and Assignment of Lease with Ronald C. Webster to Ronald C. Webster Revocable Living Trust U-A, Dated April 18, 2012 (File approved by ELT)
I.	Resolution for Final Acceptance of Public Improvements Constructed at the Mapleton Industrial Development, HUB 25, Subdivision Project Case Number PLN2016-00012 and INF2016-00043 (File approved by ELT)
J.	Resolution Approving Consent to Assignment and Assignment Among Adams County, Jeffrey E. Schetgen, and D & G Aviation, LLC (File approved by ELT)
К.	Resolution Approving Amendments to the Adams County Code of Ethics (File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1.	Resolution Approving a Purchase Order between Adams County and Atlantic Machinery, Inc., for Street Sweepers (File approved by ELT)
2.	Resolution Approving Amendment Two to the Agreement between Adams County and EON Enterprises, Inc., (dba EON Office) for General Office Supplies, Paper, and Toner (File approved by ELT)
3.	Resolution Approving the Agreement between Adams County and RockSol Consulting Group, Inc., for Professional Roadway Engineering Services (File approved by ELT)
4.	Resolution Approving the Agreement between Adams County and Whitestone Construction Services, Inc., for General Contractor (GC) Services (File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1.	RCU2017-00035 Channing Self-Storage (File approved by ELT)
2.	PLN2018-00011 Balanced Housing Plan (File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Net Warrant by Fund Summary

Fund	Fund	
Number	Description	Amount
1	General Fund	2,254,665.08
4	Capital Facilities Fund	110,897.74
5	Golf Course Enterprise Fund	10,476.11
6	Equipment Service Fund	140,608.99
7	Stormwater Utility Fund	12.50
13	Road & Bridge Fund	553,672.20
19	Insurance Fund	170,799.11
25	Waste Management Fund	18,208.79
27	Open Space Projects Fund	57,348.25
30	Community Dev Block Grant Fund	44,929.68
31	Head Start Fund	12,556.85
34	Comm Services Blk Grant Fund	15,379.29
35	Workforce & Business Center	69,227.00
43	Front Range Airport	27,098.86
		3,485,880.45
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00724959

383698

County of Adams

Net Warrants by Fund Detail

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00724893	91631	ADAMSON POLICE PRODUCTS	06/25/18	18,105.00
00724894	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/25/18	228.35
00724895	689887	BEAMER HECELI	06/25/18	40.00
00724896	433984	BREWER CLAIRE	06/25/18	292.00
00724897	647801	CML SECURITY LLC	06/25/18	41,500.00
00724898	5050	COLO DIST ATTORNEY COUNCIL	06/25/18	43.20
00724899	679758	CORPORATION FOR SUPPORTIVE HOU	06/25/18	16,549.26
00724900	93529	CORRECTIONAL MANAGEMENT INC	06/25/18	1,409.57
00724906	473644	GARFIELD COUNTY COMMUNITY CORR	06/25/18	1,323.08
00724907	582481	GEO GROUP INC	06/25/18	453.53
00724908	565398	GREER, AMY	06/25/18	1,057.50
00724909	44965	INTERVENTION COMMUNITY CORRECT	06/25/18	2,205.63
00724910	48078	LARIMER COUNTY COMMUNITY CORRE	06/25/18	230.64
00724911	525973	MORALES JORDAN	06/25/18	30.52
00724912	13591	MWI VETERINARY SUPPLY CO	06/25/18	37.19
00724913	472626	SAFEWARE INC	06/25/18	79,479.00
00724914	433983	SHEETZ ROBERT J	06/25/18	59.19
00724915	10449	SIR SPEEDY	06/25/18	1,629.74
00724916	720189	SUPERIOR COURT OF GUAM	06/25/18	37.42
00724917	42984	TIME TO CHANGE	06/25/18	546,763.92
00724925	20730	UNITED STATES POSTAL SERVICE	06/25/18	140.59
00724926	20730	UNITED STATES POSTAL SERVICE	06/25/18	1,260.00
00724927	20730	UNITED STATES POSTAL SERVICE	06/25/18	1,260.00
00724928	20730	UNITED STATES POSTAL SERVICE	06/25/18	1,260.00
00724940	42415	AMERICAN INCOME LIFE INS CO	06/25/18	45.00
00724942	252174	COLORADO COMMUNITY MEDIA	06/25/18	23.08
00724943	252174	COLORADO COMMUNITY MEDIA	06/25/18	15.40
00724944	371967	EVANOFF MATTHEW	06/25/18	17.49
00724947	41211	PADGETT KEITH L	06/25/18	2,208.09
00724949	687934	SCHLINDWEIN MARK	06/25/18	139.96
00724954	40340	WINDSTREAM COMMUNICATIONS	06/25/18	2,101.33
00724955	72554	AAA PEST PROS	06/25/18	2,040.00
00724956	42779	ADAMS COUNTY COMMUNICATION CEN	06/25/18	384,376.21
00724957	630412	ADVANCED LAUNDRY SYSTEMS	06/25/18	302.50
00724958	327129	AIRGAS USA LLC	06/25/18	64.25

06/25/18

37,440.05

ALLIED UNIVERSAL SECURITY SERV

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Net Warrants by Fund Detail

1	General Fun	General Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00724960	24307	AQUATIC & WETLAND COMPANY	06/25/18	600.00		
	00724961	3020	BENNETT TOWN OF	06/25/18	1,500.00		
	00724962	40942	BI INCORPORATED	06/25/18	4,449.25		
	00724963	2914	BOB BARKER COMPANY	06/25/18	7,513.27		
	00724965	293119	BUZEK, VINCE	06/25/18	65.00		
	00724966	708154	CARLETON KASANDRA	06/25/18	21.00		
	00724967	620847	CARR VICKI	06/25/18	75.00		
	00724970	9902	CHEMATOX LABORATORY INC	06/25/18	1,250.00		
	00724971	635036	CHLUMSKY ELIZABETH	06/25/18	150.00		
	00724972	40398	CINTAS CORPORATION #66	06/25/18	141.80		
	00724974	426465	CLARK AARON	06/25/18	181.27		
	00724975	647801	CML SECURITY LLC	06/25/18	142,500.00		
	00724979	13049	COMMUNITY REACH CENTER	06/25/18	21,467.72		
	00724980	105110	CULLIGAN	06/25/18	224.00		
	00724981	18572	DAVIS SAMUEL GUY JR	06/25/18	75.00		
	00724982	42540	DELL MARKETING LP	06/25/18	6,608.86		
	00724984	300952	DENVER DESKS	06/25/18	4,826.00		
	00724985	678436	DOMENICO JOSEPH	06/25/18	65.00		
	00724986	517202	EFENDIC ALMIR	06/25/18	75.00		
	00724988	47723	FEDEX	06/25/18	114.81		
	00724990	71270	FORD JD	06/25/18	500.00		
	00724991	698569	FOREST SEAN	06/25/18	65.00		
	00724993	173928	GUIDANCE CORPORATE REALTY ADVI	06/25/18	1,853.66		
	00724994	720365	GUZMAN RHONDA	06/25/18	225.00		
	00724995	517284	H-2 ENTERPRISES LLC	06/25/18	3,050.00		
	00724996	719525	JACKSON MARIE	06/25/18	75.00		
	00724997	86080	JACOBO BRENDA	06/25/18	75.00		
	00724998	62528	JEFFERSON COUNTY SHERIFF'S CIV	06/25/18	31.50		
	00725000	77611	KD SERVICE GROUP	06/25/18	648.07		
	00725001	719505	KING AMISHA	06/25/18	75.00		
	00725002	719534	KREUTZER JOSH	06/25/18	75.00		
	00725004	453327	LATPRO INC	06/25/18	566.67		
	00725005	720366	LEDOUX ROBYN	06/25/18	150.00		
	00725006	9379	MARTIN MARTIN CONSULTING ENGIN	06/25/18	8,960.00		
	00725007	719529	MARTINEZ DIANA	06/25/18	75.00		
	00725008	580927	MASTERS VALUATION SERVICES	06/25/18	2,750.00		

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1	General Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
	00725009	719526	MENDOZA ANGIE	06/25/18	75.00	
	00725010	719531	MILLER ANICA	06/25/18	75.00	
	00725011	13591	MWI VETERINARY SUPPLY CO	06/25/18	4,548.03	
	00725012	32509	NCS PEARSON INC	06/25/18	1,016.25	
	00725018	669732	PATTERSON VETERINARY SUPPLY IN	06/25/18	1,343.50	
	00725019	719522	PETERSON AUDRA	06/25/18	75.00	
	00725020	176327	PITNEY BOWES	06/25/18	4,735.68	
	00725021	44148	PRO FORCE LAW ENFORCEMENT	06/25/18	53,650.95	
	00725022	48924	PRO TECH COMPUTER SYSTEMS INC	06/25/18	3,002.50	
	00725023	308437	RANDSTAD US LP	06/25/18	381.28	
	00725024	53054	RICHARDSON SHARON	06/25/18	65.00	
	00725025	719530	RIVERA JENNIFER	06/25/18	75.00	
	00725026	719527	RODRIGUEZ AMY	06/25/18	75.00	
	00725027	609132	ROMERO MALANY	06/25/18	225.00	
	00725028	472626	SAFEWARE INC	06/25/18	4,377.48	
	00725030	599714	SUMMIT FOOD SERVICE LLC	06/25/18	106,910.28	
	00725031	52553	SWEEPSTAKES UNLIMITED	06/25/18	30.00	
	00725032	52553	SWEEPSTAKES UNLIMITED	06/25/18	30.00	
	00725033	52553	SWEEPSTAKES UNLIMITED	06/25/18	30.00	
	00725034	52553	SWEEPSTAKES UNLIMITED	06/25/18	55.00	
	00725035	52553	SWEEPSTAKES UNLIMITED	06/25/18	30.00	
	00725036	52553	SWEEPSTAKES UNLIMITED	06/25/18	30.00	
	00725037	66264	SYSTEMS GROUP	06/25/18	200.00	
	00725038	385142	THOMPSON GREGORY PAUL	06/25/18	65.00	
	00725039	7189	TOSHIBA FINANCIAL SERVICES	06/25/18	5,387.26	
	00725040	666214	TYGRETT DEBRA R	06/25/18	349.00	
	00725041	1007	UNITED POWER (UNION REA)	06/25/18	49.35	
	00725042	300982	UNITED SITE SERVICES	06/25/18	114.90	
	00725043	719528	URDIALES FELISA	06/25/18	75.00	
	00725044	544338	WESTAR REAL PROPERTY SERVICES	06/25/18	14,706.36	
	00725046	24560	WIRELESS ADVANCED COMMUNICATIO	06/25/18	245.00	
	00725047	338508	WRIGHTWAY INDUSTRIES INC	06/25/18	333.30	
	00725048	13822	XCEL ENERGY	06/25/18	18.21	
	00725049	13822	XCEL ENERGY	06/25/18	945.30	
	00725050	37987	ZAMORA RUDY	06/25/18	75.00	
	00725051	722053	ACEVEDO JUAN	06/27/18	75.00	

1	General Fund				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00725052	91631	ADAMSON POLICE PRODUCTS	06/27/18	978.00
	00725053	722066	AGUIRRE MELISSA	06/27/18	75.00
	00725054	383698	ALLIED UNIVERSAL SECURITY SERV	06/27/18	1,712.85
	00725055	12012	ALSCO AMERICAN INDUSTRIAL	06/27/18	63.71
	00725056	491318	AMERICAN EAGLE DISTRIBUTING	06/27/18	251.25
	00725058	33944	B C INTERIORS	06/27/18	3,828.30
	00725061	722084	CASAS MARTHA	06/27/18	400.00
	00725062	647801	CML SECURITY LLC	06/27/18	13,333.33
	00725063	5050	COLO DIST ATTORNEY COUNCIL	06/27/18	2,851.20
	00725064	252174	COLORADO COMMUNITY MEDIA	06/27/18	18.00
	00725065	13049	COMMUNITY REACH CENTER	06/27/18	19,871.36
	00725066	13049	COMMUNITY REACH CENTER	06/27/18	73,823.74
	00725067	722063	CORDOVA ROBERT	06/27/18	75.00
	00725068	165772	DANIELS MICHELLE K	06/27/18	57.88
	00725069	722069	DEAN TAMMI	06/27/18	75.00
	00725070	561841	DOUGLASS TAYLER	06/27/18	89.10
	00725072	248103	DS WATERS OF AMERICA INC	06/27/18	134.70
	00725074	169560	FISHER JULIE	06/27/18	498.46
	00725075	48462	G-DERBY PROMOTIONS	06/27/18	2,000.00
	00725076	724932	GABRIELLA BRITTANY L	06/27/18	57.23
	00725077	288561	GONZALEZ LUCIA	06/27/18	87.20
	00725078	83292	GONZALEZ ROSA	06/27/18	160.56
	00725079	118257	GUYER DEANNA	06/27/18	58.15
	00725080	724933	HERNANDEZ SELINA R	06/27/18	79.46
	00725081	486419	HIGH COUNTRY BEVERAGE	06/27/18	1,100.75
	00725084	722060	JOHNSON JAYNIQUE	06/27/18	75.00
	00725085	661223	KELLER JESSICA L	06/27/18	128.18
	00725086	722073	LEE SUZIE	06/27/18	150.00
	00725087	43161	LOPEZ PAULINA R	06/27/18	71.94
	00725088	381679	LOVATO CATHY	06/27/18	39.89
	00725090	722087	MASCARENAS MARLANA	06/27/18	400.00
	00725091	363908	MASSINGALE GEORGIA	06/27/18	132.76
	00725092	724934	MESTAS LILLIAN D	06/27/18	77.17
	00725093	13688	METRONORTH CHAMBER OF COMMERCE	06/27/18	1,500.00
	00725094	448340	MILINAZZO WENDI K	06/27/18	143.61
	00725095	98717	MONTOYA AURELIA DANELLE	06/27/18	60.60

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County of Adams

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1	General Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
	00725096	192976	MORALES ELIZABETH	06/27/18	51.88	
	00725097	270465	MORGEN JAMES	06/27/18	306.00	
	00725098	381483	OVERTON AMANDA	06/27/18	306.00	
	00725099	38079	PASQUALI AIDA E	06/27/18	37.50	
	00725100	82559	PICTOMETRY INTL CORP	06/27/18	121,097.50	
	00725101	724935	PORTSCHELLER KELLY L	06/27/18	74.88	
	00725102	721743	RANKIN HOLLY	06/27/18	75.00	
	00725103	363894	SALAZAR SELENA	06/27/18	103.33	
	00725105	53265	SAMS CLUB	06/27/18	1,453.38	
	00725106	98724	SCHAREN DIANNA	06/27/18	24.09	
	00725107	13538	SHRED IT USA LLC	06/27/18	30.00	
	00725108	352495	SOLANO CRYSTAL	06/27/18	82.84	
	00725109	363905	SPECHT BETH ANN L	06/27/18	24.96	
	00725110	514076	TORALES KAYLEIGH	06/27/18	88.07	
	00725111	98721	TOTAYS TAMSIN	06/27/18	70.85	
	00725112	666214	TYGRETT DEBRA R	06/27/18	282.00	
	00725114	514150	VALDEZ MONIQUE	06/27/18	33.25	
	00725115	28617	VERIZON WIRELESS	06/27/18	1,491.50	
	00725116	441874	VRCC SURGERY AND ORTHOPEDICS	06/27/18	1,891.71	
	00725117	722072	VUE CHEN	06/27/18	650.00	
	00725120	18645	WILBUR-ELLIS COMPANY LLC	06/27/18	1,385.00	
	00725121	7117	WORLD CONNECTIONS TRAVEL	06/27/18	3,993.00	
	00725122	13663	DELTA DENTAL PLAN OF COLO	06/27/18	35.99	
	00725126	13593	KAISER PERMANENTE	06/27/18	9,150.00	
	00725129	46792	SECURE HORIZONS	06/27/18	1,600.00	
	00725131	240959	UNITED HEALTHCARE	06/27/18	7,600.00	
	00725137	707577	ACCOUNT BROKERS INC	06/27/18	43.00	
	00725138	91631	ADAMSON POLICE PRODUCTS	06/27/18	476.10	
	00725139	299062	ALPINE CREDIT INC	06/27/18	19.00	
	00725141	228213	ARAMARK REFRESHMENT SERVICES	06/27/18	176.01	
	00725142	230308	ARNOLD AND ARNOLD	06/27/18	19.00	
	00725143	219183	BALL FRANK J	06/27/18	19.00	
	00725144	703417	CANO OTILIA S	06/27/18	19.00	
	00725149	143508	DURAN SHERI	06/27/18	31.00	
	00725150	426777	FRANCY LAW FIRM	06/27/18	95.00	
	00725152	63223	HADLEY ANDREW	06/27/18	31.00	

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1	General Fun	d			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00725153	472518	HESSLER JASON	06/27/18	31.00
	00725154	219323	HINDMANSANCHEZ	06/27/18	95.00
	00725155	358482	HOLST AND BOETTCHER	06/27/18	38.00
	00725156	42876	LEXISNEXIS RISK SOLUTIONS	06/27/18	100.79
	00725157	335267	LH LLC	06/27/18	66.00
	00725158	305417	MASON ROBERT	06/27/18	66.00
	00725160	13688	METRONORTH CHAMBER OF COMMERCE	06/27/18	1,200.00
	00725161	305419	MIDLAND FUNDING LLC	06/27/18	114.00
	00725162	374475	MOORE LAW GROUP APC	06/27/18	19.00
	00725163	13529	NIELSEN SUSAN G	06/27/18	260.00
	00725164	628254	NIERMAN MEGAN	06/27/18	19.00
	00725165	128800	NORTH AMERICAN RESCUE	06/27/18	14.00
	00725166	230316	OLD DOMINION MANAGEMENT	06/27/18	66.00
	00725168	378028	PROCESS SERVICE OF WYOMING INC	06/27/18	19.00
	00725170	138593	SAFARILAND INC	06/27/18	917.53
	00725171	111383	SEDILLO JULIE	06/27/18	31.00
	00725173	243343	STENGER AND STENGER	06/27/18	38.00
	00725174	76394	SYMBOL ARTS	06/27/18	95.00
	00725175	270589	TOP HAT FILE AND SERVE	06/27/18	38.00
	00725176	173807	TREBLIK JESSE M	06/27/18	341.00
	00725179	27815	WAKEFIELD & ASSOCIATES INC	06/27/18	19.00
	00725181	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/27/18	447.97
	00725182	42507	AIRBOUND	06/27/18	2,300.00
	00725183	888042	AVID4 ADVENTURE INC	06/27/18	6,390.00
	00725184	55980	BOOGIE MACHINE INC	06/27/18	2,500.00
	00725187	438625	GOVERNOR'S OFFICE OF IT	06/27/18	820.70
	00725188	613784	GRUPOS ELITE ENTERTAINMENT INC	06/27/18	15,000.00
	00725189	644039	JANUARY ARIZA	06/27/18	261.00
	00725192	725550	KNUDSON KELLY	06/27/18	679.90
	00725193	170624	KODIAK RANCH LLC	06/27/18	6,000.00
	00725194	357744	LEVERSEE THOMAS F LCSW	06/27/18	300.00
	00725195	193800	NATL SLED PULLERS ASSN LLC	06/27/18	14,500.00
	00725196	73963	PERKINS COIE LLP	06/27/18	5,819.50
	00725197	617372	PIPKIN CHRIS	06/27/18	2,497.50
	00725199	454773	STAFFORD AARON	06/27/18	534.30
	00725200	699490	TOMMY G PRODUCTIONS LLC	06/27/18	13,750.00

l	General Fund				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00725201	414187	VILLALOBOS ROSA	06/27/18	164.00
	00725202	13028	ADAMS COUNTY ASSESSOR	06/28/18	92.57
	00725204	32273	ALL COPY PRODUCTS INC	06/28/18	144.94
	00725206	31359	ARAPAHOE COUNTY SHERIFF CIVIL	06/28/18	42.50
	00725207	628019	BIG PAULIE PRODUCTIONS LLC	06/28/18	17,350.00
	00725208	9423	BOULDER COUNTY EXTENSION OFFIC	06/28/18	198.00
	00725209	13887	BOULDER COUNTY SHERIFF	06/28/18	17.40
	00725211	463401	BUSH MELVIN E	06/28/18	65.00
	00725213	444072	CARRILLO BILLY	06/28/18	3.49
	00725215	255194	CHAMBERS HOLDINGS LLC	06/28/18	14,731.55
	00725216	520612	CHRISTOPHER JUSTIN	06/28/18	35.15
	00725217	8421	CMM SERVICES	06/28/18	68.00
	00725218	56199	CORNELLA DEBRA A	06/28/18	265.96
	00725219	437554	CSU EXTENSION	06/28/18	31,913.77
	00725220	13299	CSU UNIVERSITY RESOURCE CTR	06/28/18	71.80
	00725221	56601	C3S INCORPORATED	06/28/18	1,200.00
	00725223	52679	EAP GLASS SERVICE LLC	06/28/18	6,641.88
	00725224	675517	GREEN THOMAS D	06/28/18	65.00
	00725225	698488	HANCOCK FORREST HAYES	06/28/18	65.00
	00725226	418327	IC CHAMBERS LP	06/28/18	6,586.82
	00725231	264009	McINTYRE LINDSAY E	06/28/18	91.56
	00725232	488944	MAIL MASTERS OF COLORADO	06/28/18	5,500.00
	00725234	637831	MCCREARY RAPHAEL	06/28/18	65.00
	00725235	38974	MINUTEMAN PRESS-BRIGHTON	06/28/18	41.73
	00725236	42431	MOUNTAIN STATES IMAGING LLC	06/28/18	409.66
	00725237	354724	MSDSONLINE INC	06/28/18	2,813.00
	00725241	722095	POTTER PAMELA	06/28/18	1,039.50
	00725242	8348	PUEBLO COUNTY COMMISSIONERS	06/28/18	25.00
	00725243	44817	Q MATIC CORPORATION	06/28/18	9,501.15
	00725244	189866	QUINTANA LINDA	06/28/18	263.24
	00725245	175329	RANCHO PROMOTIONS	06/28/18	7,500.00
	00725250	29686	SHEPARD STUART	06/28/18	600.00
	00725251	13538	SHRED IT USA LLC	06/28/18	100.00
	00725253	315130	STANFIELD THOMSON	06/28/18	65.00
	00725254	426037	SWIRE COCA-COLA USA	06/28/18	1,895.20
	00725255	222886	THOMERSON JULIE T	06/28/18	135.25

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1	General Fun	d			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00725256	35211	TRI STATE FIREWORKS INC	06/28/18	40,000.00
	00725261	13822	XCEL ENERGY	06/28/18	23.18
	00725262	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/29/18	414.26
	00725266	13160	BRIGHTON CITY OF (WATER)	06/29/18	5,343.43
	00725267	13160	BRIGHTON CITY OF (WATER)	06/29/18	2,185.48
	00725268	13160	BRIGHTON CITY OF (WATER)	06/29/18	673.18
	00725269	13160	BRIGHTON CITY OF (WATER)	06/29/18	15,417.96
	00725270	13160	BRIGHTON CITY OF (WATER)	06/29/18	222.84
	00725271	13160	BRIGHTON CITY OF (WATER)	06/29/18	21,576.93
	00725272	327250	CINTAS CORPORATION NO 2	06/29/18	199.42
	00725273	209334	COLO NATURAL GAS INC	06/29/18	101.52
	00725279	707600	FRANKLIN SHANE	06/29/18	750.00
	00725280	278825	GRAMMYS GOODIES LLC	06/29/18	2,200.00
	00725281	520659	HOGLUND CAITLIN	06/29/18	71.77
	00725282	13565	INTERMOUNTAIN REA	06/29/18	1,506.35
	00725283	13565	INTERMOUNTAIN REA	06/29/18	192.72
	00725284	38974	MINUTEMAN PRESS-BRIGHTON	06/29/18	139.54
	00725285	443757	NRG DGPV FUND 1 LLC	06/29/18	504.88
	00725286	443757	NRG DGPV FUND 1 LLC	06/29/18	570.55
	00725287	443757	NRG DGPV FUND 1 LLC	06/29/18	99.14
	00725288	703528	OLIVIERI MIKE	06/29/18	30.00
	00725289	725673	PACIFIC OFFICE AUTOMATION INC	06/29/18	4,800.00
	00725294	299063	SBS SECURITY INC	06/29/18	868.98
	00725297	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	466.55
	00725298	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	786.39
	00725299	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	885.16
	00725300	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	45.65
	00725301	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	946.42
	00725302	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	45.65
	00725303	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	24.24
	00725304	13932	SOUTH ADAMS WATER & SANITATION	06/29/18	3,417.24
	00725305	1007	UNITED POWER (UNION REA)	06/29/18	2,252.99
	00725306	1007	UNITED POWER (UNION REA)	06/29/18	174.91
	00725307	1007	UNITED POWER (UNION REA)	06/29/18	2,860.00
	00725308	1007	UNITED POWER (UNION REA)	06/29/18	31,067.00
	00725309	1007	UNITED POWER (UNION REA)	06/29/18	4,295.20

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Net Warrants by Fund Detail

1	General Fun	d			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00725310	300982	UNITED SITE SERVICES	06/29/18	1,982.70
	00725311	13822	XCEL ENERGY	06/29/18	3,804.11
	00725312	13822	XCEL ENERGY	06/29/18	184.65
	00725313	13822	XCEL ENERGY	06/29/18	363.55
	00725314	13822	XCEL ENERGY	06/29/18	170.43
	00725315	13822	XCEL ENERGY	06/29/18	116.75
	00725316	13822	XCEL ENERGY	06/29/18	103.91
	00725317	13822	XCEL ENERGY	06/29/18	176.83
	00725318	13822	XCEL ENERGY	06/29/18	111.81
	00725319	13822	XCEL ENERGY	06/29/18	52.52
	00725345	42507	AIRBOUND	06/29/18	16,525.00
	00725348	256075	BRIGHTON FIRE RESCUE DISTRICT	06/29/18	55.00
	00725350	308958	FORT KNOX MAILBOX OF OREGON	06/29/18	3,923.01
	00725351	8721	HILL & ROBBINS	06/29/18	324.80
	00725354	712680	SQUARE COW MOOVERS LLC	06/29/18	540.00
	00725355	35211	TRI STATE FIREWORKS INC	06/29/18	5,000.00
	00725356	618587	VECTOR DISEASE CONTROL INTERNA	06/29/18	54,866.75

Fund Total

2,254,665.08

4	Capital Facil	Capital Facilities Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00724902	33577	FCI CONSTRUCTORS INC	06/25/18	18,706.45		
	00724903	33577	FCI CONSTRUCTORS INC	06/25/18	2,285.16		
	00724904	33577	FCI CONSTRUCTORS INC	06/25/18	18,974.98		
	00724905	33577	FCI CONSTRUCTORS INC	06/25/18	4,539.76		
	00724977	1909	COLO DOORWAYS INC	06/25/18	1,658.94		
	00724992	475329	GROUP14 ENGINEERING INC	06/25/18	45,790.00		
	00724999	708524	KaTOM RESTAURANT SUPPLY INC	06/25/18	11,442.45		
	00725227	723208	IMAGE MAKER	06/28/18	1,500.00		
	00725239	723217	NEEL BAGLEY SHARON	06/28/18	1,500.00		
	00725248	723214	SCHLETT JAMES G JR	06/28/18	1,500.00		
	00725249	723196	SHARPE DESIGN	06/28/18	1,500.00		
	00725257	723222	VASWIG KRISTIAN LANE	06/28/18	1,500.00		

Fund Total

110,897.74

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5	Golf Course Enterprise Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00725203	302764	AGFINITY INC	06/28/18	6,918.03		
	00725205	12012	ALSCO AMERICAN INDUSTRIAL	06/28/18	91.16		
	00725212	13206	C P S DISTRIBUTORS INC	06/28/18	94.50		
	00725214	25288	CEM LAKE MGMT	06/28/18	473.00		
	00725222	13404	E & G TERMINAL INC	06/28/18	250.00		
	00725228	2202	INTERSTATE BATTERY OF ROCKIES	06/28/18	367.53		
	00725229	11496	L L JOHNSON DIST	06/28/18	1,984.48		
	00725233	46175	MASEK GOLF CAR COMPANY	06/28/18	297.41		

Fund Total

10,476.11

6	Equipment Service Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00724939	23962	ACS MANAGEMENT LLC	06/25/18	3,900.00			
	00724950	714682	SMITH JAVON D	06/25/18	205.38			
	00724987	346750	FACTORY MOTOR PARTS	06/25/18	7,526.00			
	00725003	494038	LARRY H MILLER FORD LAKEWOOD	06/25/18	26,930.00			
	00725029	16237	SAM HILL OIL INC	06/25/18	2,557.54			
	00725060	356584	BRUCKNER TRUCK SALES INC	06/27/18	78,528.00			
	00725104	16237	SAM HILL OIL INC	06/27/18	16,275.11			
	00725180	295403	ABRA AUTO BODY & GLASS	06/27/18	1,527.64			
	00725198	16237	SAM HILL OIL INC	06/27/18	2,971.83			
	00725247	16237	SAM HILL OIL INC	06/28/18	187.49			

Fund Total

140,608.99

R5504002			County of Adams		06/29/18	15:40:38
			Net Warrants by Fund Detail		Page -	13
7	Stormwater U	Jtility Fund				
	Warrant00725089	Supplier No 480865	Supplier Name MACKEY LORA B	Warrant Date 06/27/18	<u>Amount</u> 12.50	
				Fund Total	12.50	

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13	Road & Brid	lge Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00724918	1007	UNITED POWER (UNION REA)	06/25/18	33.00
	00724919	1007	UNITED POWER (UNION REA)	06/25/18	20.34
	00724920	1007	UNITED POWER (UNION REA)	06/25/18	16.50
	00724921	1007	UNITED POWER (UNION REA)	06/25/18	120.64
	00724922	1007	UNITED POWER (UNION REA)	06/25/18	88.49
	00724923	1007	UNITED POWER (UNION REA)	06/25/18	16.50
	00724924	1007	UNITED POWER (UNION REA)	06/25/18	33.00
	00724930	13822	XCEL ENERGY	06/25/18	39.13
	00724931	13822	XCEL ENERGY	06/25/18	75.08
	00724932	13822	XCEL ENERGY	06/25/18	173.21
	00724933	13822	XCEL ENERGY	06/25/18	83.35
	00724934	13822	XCEL ENERGY	06/25/18	153.69
	00724935	13822	XCEL ENERGY	06/25/18	97.59
	00724936	13822	XCEL ENERGY	06/25/18	22,572.03
	00724937	13822	XCEL ENERGY	06/25/18	4,526.60
	00724938	13822	XCEL ENERGY	06/25/18	95.93
	00724964	8909	BRANNAN SAND & GRAVEL COMPANY	06/25/18	127.17
	00725059	8909	BRANNAN SAND & GRAVEL COMPANY	06/27/18	6,562.29
	00725073	534975	EP&A ENVIROTAC INC	06/27/18	77,765.00
	00725082	506641	JK TRANSPORTS INC	06/27/18	80,033.25
	00725083	13771	JOE'S TOWING & RECOVERY	06/27/18	130.00
	00725113	595135	ULTEIG ENGINEERS INC	06/27/18	15,690.00
	00725118	13082	W L CONTRACTORS INC	06/27/18	9,232.07
	00725119	78276	WAYNE A MITCHELL LLC	06/27/18	3,213.00
	00725140	12012	ALSCO AMERICAN INDUSTRIAL	06/27/18	317.27
	00725145	43659	CINTAS FIRST AID & SAFETY	06/27/18	70.95
	00725146	2305	COBITCO INC	06/27/18	83.60
	00725147	10892	COLUMBINE PAPER & MAINTENANCE	06/27/18	74.68
	00725148	338740	DAVEY TREE EXPERT CO	06/27/18	960.00
	00725151	212385	GMCO CORPORATION	06/27/18	750.00
	00725159	21134	METECH RECYCLING	06/27/18	1,461.18
	00725167	18611	POLAR REFRIGERATION COMPANY	06/27/18	363.94
	00725177	158184	UTILITY NOTIFICATION CENTER OF	06/27/18	304.50
	00725178	7872	VULCAN INC	06/27/18	625.00
	00725185	8909	BRANNAN SAND & GRAVEL COMPANY	06/27/18	1,868.38
	00725230	711958	LARADON HALL	06/28/18	75.00

Net Warrants by Fund Detail

13	Road & Bridge Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00725252	10449	SIR SPEEDY	06/28/18	45.20		
	00725258	676666	VILLALOBOS CONCRETE INC	06/28/18	285,617.93		
	00725260	13082	W L CONTRACTORS INC	06/28/18	19,106.47		
	00725346	100083	ALDERMAN BERNSTEIN	06/29/18	2,085.24		
	00725347	37580	BONNIE ROERIG AND ASSOCIATES	06/29/18	4,845.00		
	00725349	725693	CALABRESE GLORIA	06/29/18	7,614.00		
	00725352	513066	JAMES REAL ESTATE SERVICES INC	06/29/18	4,500.00		
	00725353	72569	КВСО	06/29/18	2,006.00		

Fund Total

553,672.20

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Net Warrants by Fund Detail

19	Insurance Fu	ind			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00724929	721990	WILLIAMS CONNIE JO	06/25/18	793.63
	00724978	2157	COLO OCCUPATIONAL MEDICINE PHY	06/25/18	145.00
	00724989	541231	FINELINE GRAPHICS	06/25/18	68.16
	00725123	13663	DELTA DENTAL PLAN OF COLO	06/27/18	7.58
	00725124	13663	DELTA DENTAL PLAN OF COLO	06/27/18	12,886.00
	00725125	13663	DELTA DENTAL PLAN OF COLO	06/27/18	112.29
	00725127	13593	KAISER PERMANENTE	06/27/18	536.74
	00725128	13593	KAISER PERMANENTE	06/27/18	76,923.11
	00725130	46792	SECURE HORIZONS	06/27/18	17,567.96
	00725132	37507	UNITED HEALTHCARE	06/27/18	4,110.70
	00725133	240958	UNITED HEALTHCARE	06/27/18	16,110.50
	00725134	240959	UNITED HEALTHCARE	06/27/18	33,373.03
	00725135	11552	VISION SERVICE PLAN-CONNECTICU	06/27/18	364.99
	00725136	11552	VISION SERVICE PLAN-CONNECTICU	06/27/18	5.08
	00725186	17565	COLO FRAME & SUSPENSION	06/27/18	7,391.89
	00725190	13771	JOE'S TOWING & RECOVERY	06/27/18	76.00
	00725240	725493	PADILLA PHILLIP K	06/28/18	246.45
	00725264	582063	AMERICAN RED CROSS	06/29/18	80.00

Fund Total

170,799.11

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25	Waste Mana	gement Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00725057	535096	B & B ENVIRONMENTAL SAFETY INC	06/27/18	4,045.37
	00725290	433702	QUANTUM WATER CONSULTING	06/29/18	14,163.42
				Fund Total	18,208.79

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00724901	669264	ENERGES SERVICES LLC	06/25/18	49,827.50
00725071	128693	DREXEL BARRELL & CO	06/27/18	2,795.11
00725238	78366	NASH JOHNSON ASSOCIATES INC	06/28/18	4,000.00
00725263	13074	ALBERT FREI & SONS INC	06/29/18	725.64

R5504002			County of Adams		06/29/18	15:40:38
			Net Warrants by Fund Detail		Page -	19
30	Community I	Dev Block Grant Fur	ıd			
	Warrant 00725259	Supplier No676666	Supplier Name	Warrant Date06/28/18	<u>Amount</u> 44,929.68	
	007_0_07	0,0000		Fund Total	44,929.68	

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Net Warrants by Fund Detail

31	Head Start F	und			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amoun
	00724945	434213	HAGER MICHAEL	06/25/18	81.3
	00724946	371505	OLIVER LESLIE	06/25/18	73.3
	00724968	37266	CENTURY LINK	06/25/18	166.93
	00724969	37266	CENTURY LINK	06/25/18	121.29
	00724973	327250	CINTAS CORPORATION NO 2	06/25/18	123.6
	00724983	45567	DENVER CHILDREN'S ADVOCACY CTR	06/25/18	9,792.5
	00725017	371505	OLIVER LESLIE	06/25/18	60.0
	00725045	31360	WESTMINSTER PRESBYTERIAN CHURC	06/25/18	2,137.8

Fund Total 12,556.85

34 **Comm Services Blk Grant Fund** Supplier No Supplier Name Warrant Date Warrant Amount 00725169 06/27/18 13,776.00 189016 PROJECT ANGEL HEART 00725172 58925 SERVICIOS DE LA RAZA INC 06/27/18 1,380.00 00725275 190240 ECPAC 06/29/18 223.29

Fund Total 15,379.29

35	Workforce &	Business Center			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amoun
	00725210	8909	BRANNAN SAND & GRAVEL COMPANY	06/28/18	6,000.00
	00725246	725606	RIGHT WAY FOUNDATION	06/28/18	59,940.00
	00725276	725409	EJAZ DAUD	06/29/18	80.00
	00725277	725410	EJAZ NASHMIA	06/29/18	80.00
	00725278	725411	EXCOBEDO-ZAMAGO KATHIE	06/29/18	20.00
	00725291	725506	RAMIREZ DE ESQUIVEL MARIA	06/29/18	50.0
	00725292	71230	RMWDA INC	06/29/18	2,775.00
	00725293	725412	SANCHEZ STORMY	06/29/18	80.00
	00725295	357890	SCHAGER BRETT	06/29/18	61.00
	00725296	725507	SMITH ANN MARIE	06/29/18	80.0
	00725344	90483	YEPEZ-ARELLANO JAYMI	06/29/18	61.0

Fund Total

69,227.00

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Front Range Airport

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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00724941	2381	COLO ANALYTICAL LABORATORY	06/25/18	19.00
00724948	37110	SB PORTA BOWL RESTROOMS INC	06/25/18	250.00
00724951	33604	STATE OF COLORADO	06/25/18	570.00
00724952	33604	STATE OF COLORADO	06/25/18	19.19
00724953	80279	VERIZON WIRELESS	06/25/18	474.76
00724976	2381	COLO ANALYTICAL LABORATORY	06/25/18	26.00
00725013	443757	NRG DGPV FUND 1 LLC	06/25/18	516.65
00725014	443757	NRG DGPV FUND 1 LLC	06/25/18	1,140.76
00725015	443757	NRG DGPV FUND 1 LLC	06/25/18	712.47
00725016	443757	NRG DGPV FUND 1 LLC	06/25/18	522.06
00725191	358103	KIMLEY-HORN AND ASSOCIATES INC	06/27/18	11,225.00
00725265	351622	AURORA WATER	06/29/18	4,892.42
00725274	80156	DISH NETWORK	06/29/18	143.02
00725320	13822	XCEL ENERGY	06/29/18	10.69
00725321	13822	XCEL ENERGY	06/29/18	12.63
00725322	13822	XCEL ENERGY	06/29/18	13.40
00725323	13822	XCEL ENERGY	06/29/18	14.68
00725324	13822	XCEL ENERGY	06/29/18	23.19
00725325	13822	XCEL ENERGY	06/29/18	32.27
00725326	13822	XCEL ENERGY	06/29/18	35.11
00725327	13822	XCEL ENERGY	06/29/18	47.49
00725328	13822	XCEL ENERGY	06/29/18	55.76
00725329	13822	XCEL ENERGY	06/29/18	56.95
00725330	13822	XCEL ENERGY	06/29/18	58.13
00725331	13822	XCEL ENERGY	06/29/18	58.91
00725332	13822	XCEL ENERGY	06/29/18	59.21
00725333	13822	XCEL ENERGY	06/29/18	64.77
00725334	13822	XCEL ENERGY	06/29/18	79.90
00725335	13822	XCEL ENERGY	06/29/18	111.63
00725336	13822	XCEL ENERGY	06/29/18	113.34
00725337	13822	XCEL ENERGY	06/29/18	181.20
00725338	13822	XCEL ENERGY	06/29/18	320.78
00725339	13822	XCEL ENERGY	06/29/18	389.12
00725340	13822	XCEL ENERGY	06/29/18	468.59
00725341	13822	XCEL ENERGY	06/29/18	1,078.76
00725342	13822	XCEL ENERGY	06/29/18	1,240.41

County o	of Adams
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43	Front Range	Airport			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00725343	13822	XCEL ENERGY	06/29/18	2,060.61
				Fund Total	27,098.86

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Grand Total 3,485,880.45

R5504001		County of Adams				06/29/18 16:14:38	
	Vendor Payment Report						
4302	Airport Administration	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity						
	XCEL ENERGY	00043	929652	310860	06/27/18	10.69	
	XCEL ENERGY	00043	929653	310860	06/27/18	12.63	
					Account Total	23.32	
	Telephone						
	VERIZON WIRELESS	00043	929242	310505	06/22/18	434.63	
					Account Total	434.63	
	Water/Sewer/Sanitation						
	SB PORTA BOWL RESTROOMS INC	00043	928852	310000	06/18/18	250.00	
					Account Total	250.00	
				D	epartment Total	707.95	

R5504001 County of Adams					06/29/18 16:14:38			
	Vendor Payment Report							
4308	Airport ATCT	Fund	Voucher	Batch No	GL Date	Amount		
	Gas & Electricity							
	XCEL ENERGY	00043	929655	310860	06/27/18	14.68		
	XCEL ENERGY	00043	929656	310860	06/27/18	23.19		
	XCEL ENERGY	00043	929881	310881	06/27/18	1,240.41		
					Account Total	1,278.28		
				De	partment Total	1,278.28		

R5504001		County of Adams				06/29/18 16:14:38
		Vendor Payment Repor	t			Page - 3
4303	Airport FBO	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY		929757	310877	06/27/18	59.21
					Account Total	59.21
	Licenses and Fees					
	STATE OF COLORADO	00043	929240	310504	06/21/18	.24-
					Account Total	.24-
	Satellite Television					
	DISH NETWORK	00043	929647	310845	06/27/18	143.02
					Account Total	143.02
	Telephone					
	VERIZON WIRELESS	00043	929242	310505	06/22/18	40.13
					Account Total	40.13
				D	epartment Total	242.12

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Vendor Payment Report

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4304	Airport Operations/Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	928923	310145	06/19/18	516.65
	NRG DGPV FUND 1 LLC	00043	928924	310145	06/19/18	1,140.76
	NRG DGPV FUND 1 LLC	00043	928927	310145	06/19/18	712.47
	NRG DGPV FUND 1 LLC	00043	928929	310145	06/19/18	522.06
	XCEL ENERGY	00043	929654	310860	06/27/18	13.40
	XCEL ENERGY	00043	929657	310860	06/27/18	32.27
	XCEL ENERGY	00043	929660	310862	06/27/18	318.67
	XCEL ENERGY	00043	929660	310862	06/27/18	614.35-
	XCEL ENERGY	00043	929660	310862	06/27/18	330.79
	XCEL ENERGY	00043	929661	310862	06/27/18	47.49
	XCEL ENERGY	00043	929662	310862	06/27/18	55.76
	XCEL ENERGY	00043	929663	310862	06/27/18	56.95
	XCEL ENERGY	00043	929664	310862	06/27/18	58.13
	XCEL ENERGY	00043	929665	310862	06/27/18	58.91
	XCEL ENERGY	00043	929871	310877	06/27/18	64.77
	XCEL ENERGY	00043	929872	310877	06/27/18	36.13
	XCEL ENERGY	00043	929872	310877	06/27/18	43.77
	XCEL ENERGY	00043	929873	310877	06/27/18	67.86
	XCEL ENERGY	00043	929873	310877	06/27/18	43.77
	XCEL ENERGY	00043	929874	310877	06/27/18	113.34
	XCEL ENERGY	00043	929875	310877	06/27/18	1,293.87
	XCEL ENERGY	00043	929875	310877	06/27/18	1,112.67
	XCEL ENERGY	00043	929876	310881	06/27/18	747.42
	XCEL ENERGY	00043	929876	310881	06/27/18	56.37
	XCEL ENERGY	00043	929876	310881	06/27/18	483.01
	XCEL ENERGY	00043	929878	310881	06/27/18	1,183.07
	XCEL ENERGY	00043	929878	310881	06/27/18	793.95
	XCEL ENERGY	00043	929879	310881	06/27/18	468.59
	XCEL ENERGY	00043	929882	310881	06/27/18	1,897.11
	XCEL ENERGY	00043	929882	310881	06/27/18	163.50
					Account Total	7,039.90
				D	- epartment Total	7,039.90

R5504001		County of Adams					
Vendor Payment Report							
1011	Board of County Commissioners	Fund	Voucher	Batch No	GL Date	Amount	
	Legal Notices						
	COLORADO COMMUNITY MEDIA	00001	929061	310247	06/20/18	23.08	
	COLORADO COMMUNITY MEDIA	00001	929062	310247	06/20/18	15.40	
	COLORADO COMMUNITY MEDIA	00001	929275	310528	06/22/18	18.00	
					Account Total	56.48	
				De	partment Total	56.48	

R5504001	County of Adams					06/29/18 16:14:38
Vendor Payment Report						
1026	Business Solutions Group	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation BREWER CLAIRE	00001	928981	310235	06/20/18 Account Total	292.00 292.00
				De	epartment Total	292.00

Vendor Payment Report

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4	Capital Facilities Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COLO DOORWAYS INC	00004	929231	310380	06/22/18	1,658.94
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	19,691.00
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	2,405.43
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	19,973.66
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	4,778.70
	GROUP14 ENGINEERING INC	00004	929177	310380	06/21/18	7,790.00
	GROUP14 ENGINEERING INC	00004	929217	310380	06/22/18	12,000.00
	GROUP14 ENGINEERING INC	00004	929218	310380	06/22/18	26,000.00
	KaTOM RESTAURANT SUPPLY INC	00004	929219	310380	06/22/18	11,442.45
					Account Total	105,740.18
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	984.55-
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	120.27-
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	998.68-
	FCI CONSTRUCTORS INC	00004	929254	310507	06/22/18	238.94-
					Account Total	2,342.44-
				D	epartment Total	103,397.74

R5504001		County of Adams				06/29/18	16:14:38
Vendor Payment Report							8
30	Community Dev Block Grant Fund	Fund	Voucher	Batch No	GL Date	Amount	
	Received not Vouchered Clrg						
	VILLALOBOS CONCRETE INC	00030	929642	310839	06/27/18	47,2	294.40
					Account Total	47,2	294.40
	Retainages Payable						
	VILLALOBOS CONCRETE INC	00030	929642	310839	06/27/18	2,3	864.72-
					Account Total	2,3	64.72-
				Ľ	Department Total	44,9	29.68

4001	County of Adams Vendor Payment Report					
1041	County Assessor	Fund	Voucher	Batch No	GL Date	Amount
					02.2.40	
	Business Meetings					
	ADAMS COUNTY ASSESSOR	00001	929549	310761	06/26/18	11.
					Account Total	11.
	Operating Supplies					
	ADAMS COUNTY ASSESSOR	00001	929549	310761	06/26/18	62.
	ALL COPY PRODUCTS INC	00001	929547	310761	06/26/18	144
					Account Total	207.
	Repair & Maint Supplies					
	CMM SERVICES	00001	929548	310761	06/26/18	68.
					Account Total	68.
	Special Events					
	ADAMS COUNTY ASSESSOR	00001	929549	310761	06/26/18	18
					Account Total	18
				Γ	Department Total	305

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Vendor Payment Report

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1013	County Attorney	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	ARAPAHOE COUNTY SHERIFF CIVIL	00001	929456	310651	06/25/18	42.50
	BOULDER COUNTY SHERIFF	00001	929457	310651	06/25/18	17.40
	JEFFERSON COUNTY SHERIFF'S CIV	00001	928545	309562	06/12/18	31.50
	SWEEPSTAKES UNLIMITED	00001	928534	309562	06/12/18	30.00
	SWEEPSTAKES UNLIMITED	00001	928535	309562	06/12/18	30.00
	SWEEPSTAKES UNLIMITED	00001	928536	309562	06/12/18	30.00
	SWEEPSTAKES UNLIMITED	00001	928537	309562	06/12/18	55.00
	SWEEPSTAKES UNLIMITED	00001	928538	309562	06/12/18	30.00
	SWEEPSTAKES UNLIMITED	00001	928539	309562	06/12/18	30.00
					Account Total	296.40
	Postage & Freight					
	FEDEX	00001	928542	309562	06/12/18	114.81
					Account Total	114.81
	Travel & Transportation					
	CARLETON KASANDRA	00001	928543	309562	06/12/18	21.00
					Account Total	21.00
				Γ	Department Total	432.21

R5504001		County of Adams				06/29/18 16:14:38
Vendor Payment Report						
2031	County Coroner	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies MORALES JORDAN	00001	928980	310235	06/20/18 Account Total	<u> </u>
				De	partment Total	30.52

R5504001		County of Adams				06/29/18 16:14:38
Vendor Payment Report						
1031	County Treasurer	Fund	Voucher	Batch No	GL Date	Amount
	Minor Equipment					
	PACIFIC OFFICE AUTOMATION INC	00001	929927	311010	06/28/18	4,800.00
					Account Total	4,800.00
	Postage & Freight					
	PLUMB MARKETING	00001	929877	310882	06/27/18	5,500.00
					Account Total	5,500.00
	Printing External					
	MINUTEMAN PRESS-BRIGHTON	00001	929644	310842	06/27/18	41.73
					Account Total	41.73
				D	Pepartment Total	10,341.73

R5504001	4001 County of Adams						
Vendor Payment Report							
1074	CA- Risk Management	Fund	Voucher	Batch No	GL Date	Amount	-
	Mileage Reimbursements						
	PADILLA PHILLIP K	00019	929455	310651	06/25/18		246.45
					Account Total		246.45
	Safety-Drug & Al Test/Med Cert						
	COLO OCCUPATIONAL MEDICINE PHY	00019	928540	309562	06/12/18		145.00
					Account Total		145.00
				E	Department Total		391.45

R5504001	4001 County of Adams						
Vendor Payment Report							
1043	CA- Social Services IV-D	Fund	Voucher	Batch No	GL Date	Amount	
	Mileage Reimbursements						
	CORNELLA DEBRA A	00001	929947	311016	06/28/18	2	265.96
	McINTYRE LINDSAY E	00001	929948	311016	06/28/18		91.56
	QUINTANA LINDA	00001	929452	310651	06/25/18	2	263.24
					Account Total		520.76
				De	epartment Total	(520.76

R5504001	5504001 County of Adams						
Vendor Payment Report							
1044	CA- SS Dependency/Neglect	Fund	Voucher	Batch No	GL Date	Amount	-
	Other Professional Serv						
	PUEBLO COUNTY COMMISSIONERS	00001	929453	310651	06/25/18		25.00
					Account Total		25.00
	Travel & Transportation						
	THOMERSON JULIE T	00001	929454	310651	06/25/18	1	135.25
					Account Total]	135.25
				Ι	Department Total]	160.25

R5504001		County of Adams				06/29/18 16:14:38
Vendor Payment Report						
1022	CLK Elections	Fund	Voucher	Batch No	GL Date	Amount
	Postage & Freight UNITED STATES POSTAL SERVICE	00001	929105	310280 De	06/30/18 Account Total epartment Total	1,260.00 1,260.00 1,260.00

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1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	DANIELS MICHELLE K	00001	929342	310538	06/22/18	33.57
	DANIELS MICHELLE K	00001	929343	310538	06/22/18	24.31
	DOUGLASS TAYLER	00001	929313	310538	06/22/18	12.86
	DOUGLASS TAYLER	00001	929314	310538	06/22/18	76.24
	FISHER JULIE	00001	929315	310538	06/22/18	498.46
	GABRIELLA BRITTANY L	00001	929316	310538	06/22/18	57.23
	GONZALEZ LUCIA	00001	929317	310538	06/22/18	87.20
	GONZALEZ ROSA	00001	929318	310538	06/22/18	143.88
	GONZALEZ ROSA	00001	929319	310538	06/22/18	16.68
	HERNANDEZ SELINA R	00001	929320	310538	06/22/18	15.04
	HERNANDEZ SELINA R	00001	929321	310538	06/22/18	64.42
	KELLER JESSICA L	00001	929323	310538	06/22/18	128.18
	LOPEZ PAULINA R	00001	929324	310538	06/22/18	71.94
	LOVATO CATHY	00001	929322	310538	06/22/18	39.89
	MASSINGALE GEORGIA	00001	929325	310538	06/22/18	46.00
	MASSINGALE GEORGIA	00001	929326	310538	06/22/18	86.76
	MESTAS LILLIAN D	00001	929327	310538	06/22/18	77.17
	MILINAZZO WENDI K	00001	929328	310538	06/22/18	91.07
	MILINAZZO WENDI K	00001	929329	310538	06/22/18	52.54
	MONTOYA AURELIA DANELLE	00001	929330	310538	06/22/18	60.60
	MORALES ELIZABETH	00001	929331	310538	06/22/18	51.88
	PASQUALI AIDA E	00001	929332	310538	06/22/18	37.50
	PORTSCHELLER KELLY L	00001	929333	310538	06/22/18	74.88
	SALAZAR SELENA	00001	929334	310538	06/22/18	103.33
	SCHAREN DIANNA	00001	929335	310538	06/22/18	24.09
	SOLANO CRYSTAL	00001	929337	310538	06/22/18	82.84
	SPECHT BETH ANN L	00001	929336	310538	06/22/18	24.96
	TORALES KAYLEIGH	00001	929339	310538	06/22/18	88.07
	TOTAYS TAMSIN	00001	929338	310538	06/22/18	70.85
	VALDEZ MONIQUE	00001	929340	310538	06/22/18	14.50
	VALDEZ MONIQUE	00001	929341	310538	06/22/18	18.75
					Account Total	2,275.69
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	929258	310517	06/22/18	26.89

R5504001	4001 County of Adams						
Vendor Payment Report							
1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount	
	ALSCO AMERICAN INDUSTRIAL	00001	929259	310517	06/22/18	18.41	
	ALSCO AMERICAN INDUSTRIAL	00001	929260	310517	06/22/18	18.41	
					Account Total	63.71	
	Security Service						
	ALLIED UNIVERSAL SECURITY SERV	00001	929257	310517	06/22/18	1,712.85	
					Account Total	1,712.85	
				Ľ	Department Total	4,052.25	

R5504001	County of Adams						
Vendor Payment Report							
951016	CSBG	Fund	Voucher	Batch No	GL Date	Amount	
	Grants to Other Instit						
	ECPAC	00034	929951	311020	06/28/18	2	23.29
	PROJECT ANGEL HEART	00034	929162	310386	06/18/18	13,7	76.00
	SERVICIOS DE LA RAZA INC	00034	929161	310386	06/18/18	1,3	80.00
					Account Total	15,3	379.29
				De	partment Total	15,3	379.29

4001		County of Adams				06/29/18 16:14
	Ve	ndor Payment Repo	rt			Page -
1051	District Attorney	Fund	Voucher	Batch No	GL Date	Amount
	Business Meetings					
	COLO DIST ATTORNEY COUNCIL	00001	928920	310143	06/19/18	43.20
					Account Total	43.20
	Contract Employment					
	GREER, AMY	00001	928921	310143	06/19/18	1,057.50
					Account Total	1,057.50
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	929540	310760	06/26/18	820.70
					Account Total	820.70
	Other Professional Serv					
	KNUDSON KELLY	00001	929543	310760	06/26/18	679.90
	STAFFORD AARON	00001	929545	310760	06/26/18	534.30
	SUPERIOR COURT OF GUAM	00001	928930	310143	06/19/18	37.4
					Account Total	1,251.62
	Travel & Transportation					
	JANUARY ARIZA	00001	929541	310760	06/26/18	261.00
	VILLALOBOS ROSA	00001	929546	310760	06/26/18	164.0
					Account Total	425.0
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928918	310143	06/19/18	117.3
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928918	310143	06/19/18	41.6
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928918	310143	06/19/18	69.3
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	929539	310760	06/26/18	123.1
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	929539	310760	06/26/18	29.9
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	929539	310760	06/26/18	71.2
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	929539	310760	06/26/18	132.6
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	929539	310760	06/26/18	90.9
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	929939	311013	06/28/18	50.5
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	929939	311013	06/28/18	363.6
	BEAMER HECELI	00001	928919	310143	06/19/18	40.0
					Account Total	1,130.5
				Ι	Department Total	4,728.60

R5504001	County of Adams						
Vendor Payment Report							21
9261	DA- Diversion Project	Fund	Voucher	Batch No	GL Date	Amount	
	Other Professional Serv LEVERSEE THOMAS F LCSW	00001	929544	310760 D	06/26/18 Account Total epartment Total	3	00.00 00.00 00.00

R5504001		County of Adams				06/29/18	16:14:38
Vendor Payment Report							
99500	Employment First	Fund	Voucher	Batch No	GL Date	Amount	
	Travel & Transportation						
	YEPEZ JAYMI	00035	929601	310809	06/27/18	(61.00
					Account Total		61.00
				D	epartment Total	(61.00

R5504001		County of Adams				06/29/18	16:14:38	
	Vendor Payment Report							
97802	Employment Support Fund	Fund	Voucher	Batch No	GL Date	Amount		
	Membership Dues							
	RMWDA INC	00035	929598	310809	06/27/18	5	00.00	
					Account Total	5	00.00	
	Registration Fees							
	RMWDA INC	00035	929599	310809	06/27/18	2,2	75.00	
					Account Total	2,2	75.00	
	Travel & Transportation							
	SCHAGER BRETT	00035	929600	310809	06/27/18		61.00	
					Account Total		61.00	
				D	Department Total	2,8	36.00	

County of Adams

Vendor Payment Report

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00/20/10	10.11.50

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6	Equipment Service Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ABRA AUTO BODY & GLASS	00006	929469	310668	06/25/18	160.00
	ABRA AUTO BODY & GLASS	00006	929470	310668	06/25/18	160.00
	ABRA AUTO BODY & GLASS	00006	929471	310668	06/25/18	160.00
	ABRA AUTO BODY & GLASS	00006	929492	310668	06/25/18	215.84
	ABRA AUTO BODY & GLASS	00006	929473	310668	06/25/18	160.00
	ABRA AUTO BODY & GLASS	00006	929474	310668	06/25/18	166.70
	ABRA AUTO BODY & GLASS	00006	929475	310668	06/25/18	160.00
	ABRA AUTO BODY & GLASS	00006	929476	310668	06/25/18	25.00
	ABRA AUTO BODY & GLASS	00006	929477	310668	06/25/18	160.00
	ABRA AUTO BODY & GLASS	00006	929478	310668	06/25/18	160.00
	BRUCKNER TRUCK SALES INC	00006	929378	310615	06/25/18	5,578.00
	BRUCKNER TRUCK SALES INC	00006	929378	310615	06/25/18	72,950.00
	FACTORY MOTOR PARTS	00006	929158	310380	06/21/18	7,526.00
	LARRY H MILLER FORD LAKEWOOD	00006	929220	310380	06/22/18	26,930.00
	SAM HILL OIL INC	00006	929237	310380	06/22/18	2,557.54
	SAM HILL OIL INC	00006	929415	310615	06/25/18	16,275.11
	SAM HILL OIL INC	00006	929468	310668	06/25/18	2,971.83
	SAM HILL OIL INC	00006	929627	310831	06/27/18	135.88
	SAM HILL OIL INC	00006	929627	310831	06/27/18	13.03
	SAM HILL OIL INC	00006	929627	310831	06/27/18	38.58
					Account Total	136,503.51
				De	partment Total	136,503.51

R5504001	County of Adams						
Vendor Payment Report							
9243	Extension - Family & Consumer	Fund	Voucher	Batch No	GL Date	Amount	
	Other Professional Serv						
	CSU EXTENSION	00001	929167	310404	06/21/18	3,425.00	
	CSU EXTENSION	00001	929167	310404	06/21/18	2,928.67	
					Account Total	6,353.67	
				De	epartment Total	6,353.67	

R5504001	County of Adams						16:14:38
	Vendor Payment Report						
9240	Extension - Horticulture	Fund	Voucher	Batch No	GL Date	Amount	_
	Operating Supplies						
	BOULDER COUNTY EXTENSION OFFIC	00001	929170	310404	06/21/18		198.00
					Account Total		198.00
	Other Professional Serv						
	CSU EXTENSION	00001	929167	310404	06/21/18	3,4	425.00
					Account Total	3,4	425.00
				Γ	Department Total	3,0	523.00

R5504001		County of Adams				06/29/18	16:14:38
Vendor Payment Report							27
9241	Extension- Administration	Fund	Voucher	Batch No	GL Date	Amount	
	Other Professional Serv	00001	0001/7	210404	06/01/10		25.00
	CSU EXTENSION	00001	929167	310404	06/21/18		25.00
					Account Total	3,4	25.00
				D	epartment Total	3,4	25.00

R5504001		County of Adams				06/29/18 16:14:38
Vendor Payment Report						
9242	Extension- Agriculture	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies PADGETT KEITH L	00001	928802	309916 De	06/15/18 Account Total epartment Total	2,208.09 2,208.09 2,208.09

R5504001	Υ.	County of Adams				06/29/18 16:14 Page -	4:38 29
	V	endor Payment Repor	t			i ugo	2,
9244 Extension- 4-H	/Youth	Fund	Voucher	Batch No	GL Date	Amount	
Operating	Supplies						
CSU	UNIVERSITY RESOURCE CTR	00001	929168	310404	06/21/18	71.80)
					Account Total	71.80)
Other Prof	essional Serv						
CSU	EXTENSION	00001	929167	310404	06/21/18	3,425.00)
CSU	EXTENSION	00001	929167	310404	06/21/18	14,474.64	4
CSU	EXTENSION	00001	929167	310404	06/21/18	810.46	5
					Account Total	18,710.10)
				D	epartment Total	18,781.90	<u>)</u>

R5504001		County of Adams				06/29/18	16:14:38
Vendor Payment Report							
5025	Facilities Club House Maint.	Fund	Voucher	Batch No	GL Date	Amount	-
	Building Repair & Maint AAA PEST PROS	00005	929129	310298 De	06/20/18 Account Total epartment Total		35.00 35.00 35.00

R5504001	County of Adams						
		Vendor Payment Repor	t			Page - 31	
1014	Finance	Fund	Voucher	Batch No	GL Date	Amount	
	Postage & Freight						
	UNITED STATES POSTAL SERVICE	00001	929104	310277	06/20/18	1,260.00	
					Account Total	1,260.00	
	Printing External						
	SIR SPEEDY	00001	928983	310235	06/20/18	1,629.74	
					Account Total	1,629.74	
				Ľ	Department Total	2,889.74	

R5504001	County of Adams						
		Vendor Payment Repor	t			Page -	32
9111	Fleet- Admin	Fund	Voucher	Batch No	GL Date	Amount	-
	Auto Physical Damage						
	ABRA AUTO BODY & GLASS	00006	929492	310668	06/25/18		.10
					Account Total		.10
	Other Communications						
	ACS MANAGEMENT LLC	00006	928892	310126	06/19/18	3,9	900.00
					Account Total	3,9	00.00
				D	epartment Total	3,9	000.10

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Vendor Payment Report							
9114	Fleet- Commerce	Fund	Voucher	Batch No	GL Date	Amount	
	Tools Reimbursement SMITH JAVON D	00006	928961	310229	06/20/18	205.38	
				De	Account Total epartment Total	205.38 205.38	

R5504001	County of Adams						
	V	endor Payment Repor	t			Page - 34	
43	Front Range Airport	Fund	Voucher	Batch No	GL Date	Amount	
	Colorado Sales Tax Payable						
	STATE OF COLORADO	00043	929240	310504	06/21/18	570.24	
	STATE OF COLORADO	00043	929241	310504	06/21/18	19.19	
					Account Total	589.43	
	Received not Vouchered Clrg						
	KIMLEY-HORN AND ASSOCIATES INC	00043	929487	310668	06/25/18	7,970.00	
	KIMLEY-HORN AND ASSOCIATES INC	00043	929488	310668	06/25/18	3,255.00	
					Account Total	11,225.00	
				D	Department Total	11,814.43	

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1091	FO - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	BENNETT TOWN OF	00001	929128	310298	06/20/18	1,500.00
	CHAMBERS HOLDINGS LLC	00001	929670	310869	06/27/18	14,731.55
	IC CHAMBERS LP	00001	929671	310869	06/27/18	6,586.82
	WESTAR REAL PROPERTY SERVICES	00001	929122	310298	06/20/18	14,706.36
					Account Total	37,524.73
	Consultant Services					
	GUIDANCE CORPORATE REALTY ADVI	00001	929125	310298	06/20/18	1,712.25
	GUIDANCE CORPORATE REALTY ADVI	00001	929126	310298	06/20/18	141.41
	MASTERS VALUATION SERVICES	00001	929127	310298	06/20/18	2,750.00
					Account Total	4,603.66
	Gas & Electricity					
	Energy Cap Bill ID=8497	00001	929900	311007	06/21/18	570.55
	Energy Cap Bill ID=8498	00001	929901	311007	06/21/18	99.14
	Energy Cap Bill ID=8507	00001	929902	311007	06/12/18	192.72
	XCEL ENERGY	00001	929956	310869	06/28/18	23.18
					Account Total	885.59
	Maintenance Contracts					
	AAA PEST PROS	00001	929129	310298	06/20/18	200.00
					Account Total	200.00
	Mileage Reimbursements					
	CARRILLO BILLY	00001	929681	310872	06/27/18	3.49
	CHRISTOPHER JUSTIN	00001	929680	310872	06/27/18	35.15
	EVANOFF MATTHEW	00001	929097	310265	06/20/18	17.49
	SCHLINDWEIN MARK	00001	929099	310265	06/20/18	139.96
					Account Total	196.09
	Software and Licensing					
	MSDSONLINE INC	00001	929666	310869	06/27/18	2,813.00
					Account Total	2,813.00
				Ľ	epartment Total	46,223.07

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		Vendor Payment Repo	ort			Page - 36
1075	FO - Administration Bldg	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8506	00001	929893	311007	06/11/18	101.52
	Energy Cap Bill ID=8517	00001	929894	311007	06/06/18	174.91
	Energy Cap Bill ID=8520	00001	929895	311007	06/07/18	1,506.35
					Account Total	1,782.78
	Maintenance Contracts					
	AAA PEST PROS	00001	929129	310298	06/20/18	80.00
					Account Total	80.00
				D	epartment Total	1,862.78

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		Vendor Payment Repor	t			Page -	37
1113	FO - Children & Family Service	Fund	Voucher	Batch No	GL Date	Amount	
	Maintenance Contracts AAA PEST PROS	00001	929129	310298 D	06/20/18 Account Total epartment Total		40.00 40.00 40.00

R5504001		County of Adams				06/29/18 16:14:38
		Vendor Payment Report				Page - 38
1060	FO - Community Corrections	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8526	00001	929883	311007	06/04/18	3,804.11
					Account Total	3,804.11
	Maintenance Contracts					
	AAA PEST PROS	00001	929129	310298	06/20/18	60.00
					Account Total	60.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8501	00001	929884	311007	06/13/18	466.55
					Account Total	466.55
				D	epartment Total	4,330.66

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		Vendor Payment Repor	t			Page -	39
1114	FO - District Attorney Bldg.	Fund	Voucher	Batch No	GL Date	Amount	
	Maintenance Contracts AAA PEST PROS	00001	929129	310298 D	06/20/18 Account Total epartment Total		60.00 60.00 60.00

R5504001	County of Adams						
		Vendor Payment Repor	rt			Page -	40
2090	FO - Flatrock Facility	Fund	Voucher	Batch No	GL Date	Amount	-
	Gas & Electricity						
	Energy Cap Bill ID=8531	00050	929916	311007	05/24/18		52.52
					Account Total		52.52
	Maintenance Contracts						
	AAA PEST PROS	00050	929129	310298	06/20/18		40.00
					Account Total		40.00
				Ľ	Department Total		92.52

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		Vendor Payment Repor	rt			Page - 41
1077	FO - Government Center	Fund	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	EAP GLASS SERVICE LLC	00001	929668	310869	06/27/18	4,926.38
	EAP GLASS SERVICE LLC	00001	929669	310869	06/27/18	1,715.50
					Account Total	6,641.88
	Gas & Electricity					
	Energy Cap Bill ID=8508	00001	929897	311007	06/13/18	2,860.00
	Energy Cap Bill ID=8509	00001	929898	311007	06/13/18	31,067.00
					Account Total	33,927.00
	Maintenance Contracts					
	AAA PEST PROS	00001	929129	310298	06/20/18	145.00
					Account Total	145.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8503	00001	929899	311007	06/08/18	5,343.43
					Account Total	5,343.43
				Ľ	Department Total	46,057.31

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	Vendor Payment Report								
1070	FO - Honnen/Plan&Devel/MV Ware	Fund	Voucher	Batch No	GL Date	Amount			
	Gas & Electricity								
	Energy Cap Bill ID=8499	00001	929888	311007	06/21/18	5	04.88		
					Account Total	5	04.88		
	Maintenance Contracts								
	AAA PEST PROS	00001	929129	310298	06/20/18	1	60.00		
					Account Total	1	60.00		
	Water/Sewer/Sanitation								
	Energy Cap Bill ID=8500	00001	929889	311007	06/13/18		45.65		
	Energy Cap Bill ID=8502	00001	929890	311007	06/13/18	9	46.42		
	Energy Cap Bill ID=8513	00001	929891	311007	06/13/18		45.65		
	Energy Cap Bill ID=8515	00001	929892	311007	06/13/18		24.24		
					Account Total	1,0	61.96		
				D	epartment Total	1,7	26.84		

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Vendor Payment Report								
1067	FO - Human Service Building	Fund	Voucher	Batch No	GL Date	Amount	Amount	
	Maintenance Contracts							
	AAA PEST PROS	00001	929129	310298	06/20/18		50.00	
					Account Total		50.00	
	Water/Sewer/Sanitation							
	Energy Cap Bill ID=8512	00001	929885	311007	06/04/18		786.39	
					Account Total	7	786.39	
				D	Department Total		336.39	

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		Vendor Payment Repor	t			Page - 44
1071	FO - Justice Center	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts AAA PEST PROS	00001	929129	310298 De	06/20/18 Account Total partment Total	110.00 110.00 110.00

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	Vendor Payment Repor	t			Page - 45
2009 FO - Sheriff Maintenance	Fund	Voucher	Batch No	GL Date	Amount
Maintenance Contracts					
AAA PEST PROS	00001	929129	310298	06/20/18	325.00
				Account Total	325.00
Water/Sewer/Sanitation					
Energy Cap Bill ID=8505	00001	929913	311007	06/15/18	15,417.96
Energy Cap Bill ID=8518	00001	929914	311007	06/15/18	222.84
Energy Cap Bill ID=8519	00001	929915	311007	06/15/18	21,576.93
				Account Total	37,217.73
			D	Department Total	37,542.73

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		Vendor Payment Repor	t			Page -	46
1072	FO - West Service Center	Fund	Voucher	Batch No	GL Date	Amount	
	Maintenance Contracts AAA PEST PROS	00001	929129	310298 De	06/20/18 Account Total partment Total	4	40.00 40.00 40.00

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	Vendor Payment Report						
1076	FO-Adams County Service Center	Fund	Voucher	Batch No	GL Date	Amount	-
	Maintenance Contracts						
	AAA PEST PROS	00001	929129	310298	06/20/18		65.00
					Account Total		65.00
	Water/Sewer/Sanitation						
	Energy Cap Bill ID=8516	00001	929896	311007	06/13/18	3,4	17.24
					Account Total	3,4	17.24
				D	epartment Total	3,4	82.24

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		Vendor Payment Report				Page - 48
1069	FO-Animal Shelter Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8510	00001	929886	311007	06/06/18	2,252.99
					Account Total	2,252.99
	Maintenance Contracts					
	AAA PEST PROS	00001	929129	310298	06/20/18	55.00
					Account Total	55.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8514	00001	929887	311007	06/04/18	885.16
					Account Total	885.16
				D	epartment Total	3,193.15

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		Vendor Payment Repor	t			Page - 49
1112	FO-Sheriff HQ/Coroner Building	Fund	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	C3S INCORPORATED	00001	929673	310869	06/27/18	1,200.00
					Account Total	1,200.00
	Gas & Electricity					
	Energy Cap Bill ID=8511	00001	929910	311007	06/06/18	4,295.20
					Account Total	4,295.20
	Maintenance Contracts					
	AAA PEST PROS	00001	929129	310298	06/20/18	55.00
					Account Total	55.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8504	00001	929911	311007	06/15/18	2,185.48
	Energy Cap Bill ID=8521	00001	929912	311007	06/15/18	673.18
					Account Total	2,858.66
				Γ	Department Total	8,408.86

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount		
	Received not Vouchered Clrg							
	ADAMS COUNTY COMMUNICATION CEN	00001	929121	310293	06/20/18	337,876.21		
	ADAMS COUNTY COMMUNICATION CEN	00001	929121	310293	06/20/18	46,500.00		
	ADAMSON POLICE PRODUCTS	00001	929178	310408	06/21/18	200.00		
	ADAMSON POLICE PRODUCTS	00001	929178	310408	06/21/18	645.00		
	ADAMSON POLICE PRODUCTS	00001	929179	310408	06/21/18	845.00		
	ADAMSON POLICE PRODUCTS	00001	929180	310408	06/21/18	745.00		
	ADAMSON POLICE PRODUCTS	00001	929181	310408	06/21/18	625.50		
	ADAMSON POLICE PRODUCTS	00001	929182	310408	06/21/18	4,239.50		
	ADAMSON POLICE PRODUCTS	00001	929183	310408	06/21/18	845.00		
	ADAMSON POLICE PRODUCTS	00001	929184	310408	06/21/18	845.00		
	ADAMSON POLICE PRODUCTS	00001	929185	310408	06/21/18	5,460.00		
	ADAMSON POLICE PRODUCTS	00001	929186	310408	06/21/18	3,040.00		
	ADAMSON POLICE PRODUCTS	00001	929187	310408	06/21/18	615.00		
	ADAMSON POLICE PRODUCTS	00001	929261	310518	06/22/18	978.00		
	ADVANCED LAUNDRY SYSTEMS	00001	928963	310234	06/20/18	302.50		
	AIRBOUND	00001	929489	310668	06/25/18	2,300.00		
	AIRBOUND	00001	930093	311169	06/29/18	16,525.00		
	ALLIED UNIVERSAL SECURITY SERV	00001	928964	310234	06/20/18	19,525.31		
	ALLIED UNIVERSAL SECURITY SERV	00001	928965	310234	06/20/18	17,914.74		
	AMERICAN EAGLE DISTRIBUTING	00001	929372	310615	06/25/18	251.25		
	AVID4 ADVENTURE INC	00001	929458	310668	06/25/18	6,390.00		
	B C INTERIORS	00001	929262	310518	06/22/18	3,828.30		
	BI INCORPORATED	00001	928966	310234	06/20/18	4,449.25		
	BIG PAULIE PRODUCTIONS LLC	00001	929633	310837	06/27/18	17,350.00		
	BOB BARKER COMPANY	00001	929131	310293	06/20/18	7,513.27		
	CHEMATOX LABORATORY INC	00001	928967	310234	06/20/18	270.00		
	CHEMATOX LABORATORY INC	00001	928968	310234	06/20/18	25.00		
	CHEMATOX LABORATORY INC	00001	928969	310234	06/20/18	955.00		
	CINTAS CORPORATION #66	00001	929176	310380	06/21/18	141.80		
	CML SECURITY LLC	00001	928970	310234	06/20/18	52,250.00		
	CML SECURITY LLC	00001	928971	310234	06/20/18	90,250.00		
	CML SECURITY LLC	00001	929252	310507	06/22/18	41,500.00		
	CML SECURITY LLC	00001	929312	310518	06/22/18	8,116.68		
	CML SECURITY LLC	00001	929312	310518	06/22/18	5,216.65		
	COLO DIST ATTORNEY COUNCIL	00001	929380	310615	06/25/18	2,851.20		

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	COMMUNITY REACH CENTER	00001	928973	310234	06/20/18	21,467.72
	COMMUNITY REACH CENTER	00001	929263	310518	06/22/18	19,871.30
	COMMUNITY REACH CENTER	00001	929264	310518	06/22/18	73,823.74
	CORRECTIONAL MANAGEMENT INC	00001	929247	310507	06/22/18	1,323.08
	CORRECTIONAL MANAGEMENT INC	00001	929248	310507	06/22/18	86.49
	DELL MARKETING L P	00001	929063	310234	06/20/18	6,608.86
	DENVER DESKS	00001	928972	310234	06/20/18	4,826.00
	FORT KNOX MAILBOX OF OREGON	00001	930061	311169	06/29/18	3,923.01
	G-DERBY PROMOTIONS	00001	929389	310615	06/25/18	2,000.00
	GARFIELD COUNTY COMMUNITY CORR	00001	929246	310507	06/22/18	1,323.08
	GEO GROUP INC	00001	929244	310507	06/22/18	251.91
	GEO GROUP INC	00001	929244	310507	06/22/18	201.62
	GRUPOS ELITE ENTERTAINMENT INC	00001	929467	310668	06/25/18	15,000.00
	HIGH COUNTRY BEVERAGE	00001	929394	310615	06/25/18	287.00
	HIGH COUNTRY BEVERAGE	00001	929397	310615	06/25/18	813.75
	HILL & ROBBINS	00001	930062	311169	06/29/18	324.80
	INTERVENTION COMMUNITY CORRECT	00001	929249	310507	06/22/18	2,205.63
	KD SERVICE GROUP	00001	928974	310234	06/20/18	108.75
	KD SERVICE GROUP	00001	928975	310234	06/20/18	147.88
	KD SERVICE GROUP	00001	928976	310234	06/20/18	391.44
	KODIAK RANCH LLC	00001	929464	310668	06/25/18	3,000.00
	KODIAK RANCH LLC	00001	929465	310668	06/25/18	3,000.00
	LARIMER COUNTY COMMUNITY CORRE	00001	929245	310507	06/22/18	230.64
	LATPRO INC	00001	929157	310380	06/21/18	566.67
	MARTIN MARTIN CONSULTING ENGIN	00001	929221	310380	06/22/18	3,800.00
	MARTIN MARTIN CONSULTING ENGIN	00001	929222	310380	06/22/18	500.00
	MARTIN MARTIN CONSULTING ENGIN	00001	929223	310380	06/22/18	4,120.00
	MARTIN MARTIN CONSULTING ENGIN	00001	929224	310380	06/22/18	540.00
	MOUNTAIN STATES IMAGING LLC	00001	929640	310837	06/27/18	186.85
	MOUNTAIN STATES IMAGING LLC	00001	929640	310837	06/27/18	222.8
	MWI VETERINARY SUPPLY CO	00001	929225	310380	06/22/18	68.68
	MWI VETERINARY SUPPLY CO	00001	929226	310380	06/22/18	22.50
	MWI VETERINARY SUPPLY CO	00001	929227	310380	06/22/18	614.09
	MWI VETERINARY SUPPLY CO	00001	929228	310380	06/22/18	3,644.9
	MWI VETERINARY SUPPLY CO	00001	929229	310380	06/22/18	33.3
	MWI VETERINARY SUPPLY CO	00001	929230	310380	06/22/18	164.47

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	MWI VETERINARY SUPPLY CO	00001	929255	310507	06/22/18	37.19
	NATL SLED PULLERS ASSN LLC	00001	929460	310668	06/25/18	14,500.0
	NCS PEARSON INC	00001	928977	310234	06/20/18	1,016.2
	PATTERSON VETERINARY SUPPLY IN	00001	929232	310380	06/22/18	31.4
	PATTERSON VETERINARY SUPPLY IN	00001	929233	310380	06/22/18	122.4
	PATTERSON VETERINARY SUPPLY IN	00001	929234	310380	06/22/18	13.8
	PATTERSON VETERINARY SUPPLY IN	00001	929235	310380	06/22/18	1,175.78
	PERKINS COIE LLP	00001	929486	310668	06/25/18	5,819.5
	PICTOMETRY INTL CORP	00001	929382	310615	06/25/18	121,097.5
	PIPKIN CHRIS	00001	929463	310668	06/25/18	2,497.50
	PITNEY BOWES	00001	929039	310234	06/20/18	650.9
	PRO FORCE LAW ENFORCEMENT	00001	929132	310293	06/20/18	40,880.0
	PRO FORCE LAW ENFORCEMENT	00001	929132	310293	06/20/18	6,494.9
	PRO FORCE LAW ENFORCEMENT	00001	929132	310293	06/20/18	2,556.0
	PRO FORCE LAW ENFORCEMENT	00001	929133	310293	06/20/18	3,720.0
	PRO TECH COMPUTER SYSTEMS INC	00001	929045	310234	06/20/18	3,002.5
	Q MATIC CORPORATION	00001	929579	310772	06/26/18	9,000.0
	Q MATIC CORPORATION	00001	929579	310772	06/26/18	501.1
	RANCHO PROMOTIONS	00001	929632	310837	06/27/18	7,500.0
	RANDSTAD US LP	00001	929236	310380	06/22/18	381.2
	SAFEWARE INC	00001	929134	310293	06/20/18	285.3
	SAFEWARE INC	00001	929135	310293	06/20/18	4,092.1
	SAFEWARE INC	00001	929189	310408	06/21/18	39,691.0
	SAFEWARE INC	00001	929190	310408	06/21/18	39,788.0
	SBS SECURITY INC	00001	930054	311154	06/29/18	868.9
	SQUARE COW MOOVERS LLC	00001	930060	311169	06/29/18	540.0
	SUMMIT FOOD SERVICE LLC	00001	929050	310234	06/20/18	29,282.14
	SUMMIT FOOD SERVICE LLC	00001	929052	310234	06/20/18	29,149.9
	SUMMIT FOOD SERVICE LLC	00001	929053	310234	06/20/18	30,362.4
	SUMMIT FOOD SERVICE LLC	00001	929054	310234	06/20/18	5,505.8
	SUMMIT FOOD SERVICE LLC	00001	929055	310234	06/20/18	7,220.1
	SUMMIT FOOD SERVICE LLC	00001	929057	310234	06/20/18	5,389.7
	SWIRE COCA-COLA USA	00001	929630	310837	06/27/18	1,895.2
	SYSTEMS GROUP	00001	929238	310380	06/22/18	200.0
	TIME TO CHANGE	00001	929250	310507	06/22/18	230,437.0
	TIME TO CHANGE	00001	929250	310507	06/22/18	17,029.3

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	TIME TO CHANGE	00001	929251	310507	06/22/18	290,458.74
	TIME TO CHANGE	00001	929251	310507	06/22/18	8,838.84
	TOMMY G PRODUCTIONS LLC	00001	929462	310668	06/25/18	13,750.00
	TOSHIBA FINANCIAL SERVICES	00001	929058	310234	06/20/18	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	929058	310234	06/20/18	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	929058	310234	06/20/18	187.44
	TOSHIBA FINANCIAL SERVICES	00001	929058	310234	06/20/18	1,050.52
	TRI STATE FIREWORKS INC	00001	929638	310837	06/27/18	40,000.00
	TRI STATE FIREWORKS INC	00001	930066	311169	06/29/18	5,000.00
	TYGRETT DEBRA R	00001	929059	310234	06/20/18	349.00
	TYGRETT DEBRA R	00001	929273	310518	06/22/18	282.00
	VECTOR DISEASE CONTROL INTERNA	00001	930058	311169	06/29/18	54,866.75
	VRCC SURGERY AND ORTHOPEDICS	00001	929265	310518	06/22/18	1,891.71
	WILBUR-ELLIS COMPANY LLC	00001	929420	310615	06/25/18	1,385.00
	WIRELESS ADVANCED COMMUNICATIO	00001	929060	310234	06/20/18	245.00
	WRIGHTWAY INDUSTRIES INC	00001	929239	310380	06/22/18	333.30
					Account Total	1,962,609.39
				De	partment Total	1,962,609.39

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5026	Golf Course- Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Fuel, Gas & Oil					
	AGFINITY INC	00005	929557	310768	06/26/18	1,489.75
	AGFINITY INC	00005	929558	310768	06/26/18	2,699.91
	AGFINITY INC	00005	929559	310768	06/26/18	2,728.37
					Account Total	6,918.03
	Grounds Maintenance					
	C P S DISTRIBUTORS INC	00005	929563	310768	06/26/18	94.50
	E & G TERMINAL INC	00005	929564	310768	06/26/18	250.00
	L L JOHNSON DIST	00005	929572	310768	06/26/18	20.37
					Account Total	364.87
	Other Repair & Maint					
	CEM LAKE MGMT	00005	929562	310768	06/26/18	473.00
					Account Total	473.00
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	929560	310768	06/26/18	45.58
	ALSCO AMERICAN INDUSTRIAL	00005	929561	310768	06/26/18	45.58
					Account Total	91.16
	Vehicle Parts & Supplies					
	L L JOHNSON DIST	00005	929566	310768	06/26/18	952.99
	L L JOHNSON DIST	00005	929567	310768	06/26/18	454.82
	L L JOHNSON DIST	00005	929568	310768	06/26/18	399.91
	L L JOHNSON DIST	00005	929569	310768	06/26/18	82.03
	L L JOHNSON DIST	00005	929570	310768	06/26/18	23.10
	L L JOHNSON DIST	00005	929571	310768	06/26/18	51.26
					Account Total	1,964.11
				Γ	Department Total	9,811.17

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Vendor Payment Report Page	ge - 55
5021 Golf Course- Pro Shop Fund Youcher Batch No GL Date	mount
Golf Carts	
INTERSTATE BATTERY OF ROCKIES 00005 929565 310768 06/26/18	367.53
MASEK GOLF CAR COMPANY 00005 929573 310768 06/26/18	77.46
MASEK GOLF CAR COMPANY 00005 929574 310768 06/26/18	219.95
Account Total	664.94
Department Total	664.94

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1015	Human Resources- Admin	Fund	Voucher	Batch No	GL Date	Amount
	Insurance Premiums					
	DELTA DENTAL PLAN OF COLO	00001	929497	310741	06/26/18	35.99
	KAISER PERMANENTE	00001	929503	310741	06/26/18	9,150.00
	SECURE HORIZONS	00001	929519	310741	06/26/18	1,600.00
	SHEPARD STUART	00001	929628	310833	06/27/18	600.00
	UNITED HEALTHCARE	00001	929531	310741	06/26/18	7,600.00
					Account Total	18,985.99
	Mileage Reimbursements					
	GUYER DEANNA	00001	929216	310439	06/21/18	58.15
	HOGLUND CAITLIN	00001	929682	310876	06/27/18	46.43
	HOGLUND CAITLIN	00001	929683	310876	06/27/18	25.34
					Account Total	129.92
	Other Professional Serv					
	SHRED IT USA LLC	00001	929576	310770	06/26/18	100.00
					Account Total	100.00
	Tuition Reimbursement					
	POTTER PAMELA	00001	929575	310770	06/26/18	1,039.50
					Account Total	1,039.50
				D	epartment Total	20,255.41

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Vendor Payment Report						Page -	57
1079	Human Services Center	Fund	Voucher	Batch No	GL Date	Amount	
	Maintenance Contracts AAA PEST PROS	00001	929129	310298	06/20/18	12	25.00
					Account Total	12	25.00
				De	partment Total	12	25.00

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935118	HHS Grant	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	928847	309998	06/18/18	2,137.86
					Account Total	2,137.86
	Consultant Services					
	DENVER CHILDREN'S ADVOCACY CTR	00031	928844	309998	06/18/18	1,080.05
	DENVER CHILDREN'S ADVOCACY CTR	00031	928845	309998	06/18/18	8,712.45
					Account Total	9,792.50
	Membership Dues					
	OLIVER LESLIE	00031	928846	309998	06/18/18	60.00
					Account Total	60.00
	Mileage Reimbursements					
	HAGER MICHAEL	00031	928848	309999	06/18/18	81.31
	OLIVER LESLIE	00031	928849	309999	06/18/18	73.31
					Account Total	154.62
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	928843	309998	06/18/18	123.65
					Account Total	123.65
	Telephone					
	CENTURY LINK	00031	928841	309998	06/18/18	166.93
	CENTURY LINK	00031	928842	309998	06/18/18	121.29
					Account Total	288.22
				Γ	Department Total	12,556.85

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Vendor Payment Report							
8613	Insurance - UHC EPO Medical	Fund	Voucher	Batch No	GL Date	Amount	_
	Administration Fee						
	UNITED HEALTHCARE	00019	929533	310741	06/26/18	1	154.32
					Account Total	1	154.32
	Insurance Premiums						
	UNITED HEALTHCARE	00019	929533	310741	06/26/18]	178.98
					Account Total]	178.98
				D	Department Total		333.30

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Vendor Payment Report							
8612	Insurance - UHC POS Medical	Fund	Voucher	Batch No	GL Date	Amount	
	Administration Fee						
	UNITED HEALTHCARE	00019	929533	310741	06/26/18		51.44
					Account Total		51.44
	Insurance Premiums						
	UNITED HEALTHCARE	00019	929533	310741	06/26/18		59.66
					Account Total		59.66
				Ľ	Department Total	1	11.10

4001	County of Adams						
		Vendor Payment Repor	rt			Page - 6	
19	Insurance Fund	Fund	Voucher	Batch No	GL Date	Amount	
	COBRA Medical - Kaiser Ins.						
	KAISER PERMANENTE	00019	929498	310741	06/26/18	536.74	
					Account Total	536.74	
	Received not Vouchered Clrg						
	AMERICAN RED CROSS	00019	929494	310738	06/26/18	80.00	
	COLO FRAME & SUSPENSION	00019	929484	310668	06/25/18	7,391.89	
	JOE'S TOWING & RECOVERY	00019	929485	310668	06/25/18	76.00	
					Account Total	7,547.89	
	Retiree Med - Kaiser						
	KAISER PERMANENTE	00019	929500	310741	06/26/18	76,923.11	
					Account Total	76,923.11	
	Retiree Med - Pacificare						
	SECURE HORIZONS	00019	929517	310741	06/26/18	17,567.96	
					Account Total	17,567.96	
				Ι	Department Total	102,575.70	

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Vendor Payment Report						
8614	Insurance- Delta Dental	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	929495	310741	06/26/18	7.58
					Account Total	7.58
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	929496	310741	06/26/18	12,886.00
	DELTA DENTAL PLAN OF COLO	00019	929499	310741	06/26/18	112.29
					Account Total	12,998.29
				Γ	Department Total	13,005.87

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Vendor Payment Report							
8611	Insurance- Property/Casualty	Fund	Voucher	Batch No	GL Date	Amount	-
	Auto Physical Damage						
	FINELINE GRAPHICS	00019	928541	309562	06/12/18		68.16
					Account Total		68.16
	Prop Claims-Under Deduct						
	WILLIAMS CONNIE JO	00019	928978	310235	06/20/18	7	793.63
					Account Total	7	793.63
				D	epartment Total	8	361.79

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		Vendor Payment Repor	rt			Page - 64
8615	Insurance- UHC Retiree Medical	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	UNITED HEALTHCARE	00019	929526	310741	06/26/18	1,543.20
	UNITED HEALTHCARE	00019	929526	310741	06/26/18	154.32
					Account Total	1,697.52
	AARP RX					
	UNITED HEALTHCARE	00019	929532	310741	06/26/18	16,110.50
					Account Total	16,110.50
	Insurance Premiums					
	UNITED HEALTHCARE	00019	929526	310741	06/26/18	1,789.80
	UNITED HEALTHCARE	00019	929526	310741	06/26/18	178.98
					Account Total	1,968.78
	UHC_MED					
	UNITED HEALTHCARE	00019	929530	310741	06/26/18	33,373.03
					Account Total	33,373.03
				Ι	Department Total	53,149.83

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Vendor Payment Report							65
8623	Insurance- Vision	Fund	Voucher	Batch No	GL Date	Amount	
	Ins. Premium-Vision VISION SERVICE PLAN-CONNECTICU	00019	929512	310741 De	06/26/18 Account Total epartment Total		5.08 5.08 5.08

R5504001	County of Adams					
Vendor Payment Report						Page - 66
1058	IT Network/Telecom	Fund	Voucher	Batch No	GL Date	Amount
	Telephone					
	WINDSTREAM COMMUNICATIONS	00001	929051	310246	06/20/18	2,101.33
					Account Total	2,101.33
				De	epartment Total	2,101.33

R5504001	County of Adams							
	Vendor Payment Report							
1019	Mailroom & Dock	Fund	Voucher	Batch No	GL Date	Amount		
	Postage & Freight							
	PITNEY BOWES	00001	929123	310298	06/20/18	4,084.77		
	UNITED STATES POSTAL SERVICE	00001	929102	310267	06/20/18	140.59		
	UNITED STATES POSTAL SERVICE	00001	929103	310271	06/20/18	1,260.00		
					Account Total	5,485.36		
				De	epartment Total	5,485.36		

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	Vendor Payment Report						
6107	Open Space Projects	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity						
	UNITED POWER (UNION REA)	00027	929124	310298	06/20/18		49.35
					Account Total		49.35
	Infrastruc Rep & Maint						
	ALBERT FREI & SONS INC	00027	929534	310748	06/26/18	7	25.64
					Account Total	7	25.64
				Ľ	Department Total	7	74.99

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	Vendor Payment Report						
27	Open Space Projects Fund	Fund	Voucher	Batch No	GL Date	Amount	
	Received not Vouchered Clrg						
	DREXEL BARRELL & CO	00027	929381	310615	06/25/18	2,795.11	
	ENERGES SERVICES LLC	00027	929256	310507	06/22/18	52,450.00	
	NASH JOHNSON ASSOCIATES INC	00027	929631	310837	06/27/18	4,000.00	
					Account Total	59,245.11	
	Retainages Payable						
	ENERGES SERVICES LLC	00027	929256	310507	06/22/18	2,622.50-	
					Account Total	2,622.50-	
				D	epartment Total	56,622.61	

Vendor Payment Report

3128	Park 1200-HS	Fund	Voucher	Batch No	GL Date	Amount
	Consultant Services					
	IMAGE MAKER	00004	929678	310871	06/27/18	1,500.00
	NEEL BAGLEY SHARON	00004	929676	310871	06/27/18	1,500.00
	SCHLETT JAMES G JR	00004	929677	310871	06/27/18	1,500.00
	SHARPE DESIGN	00004	929675	310871	06/27/18	1,500.00
	VASWIG KRISTIAN LANE	00004	929679	310871	06/27/18	1,500.00
					Account Total	7,500.00
				De	partment Total	7,500.00

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Vendor Payment Report

1111	Parks Facilities	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8524	00001	929903	311007	05/29/18	184.65
	Energy Cap Bill ID=8525	00001	929904	311007	06/04/18	363.55
	Energy Cap Bill ID=8527	00001	929905	311007	05/24/18	170.43
	Energy Cap Bill ID=8528	00001	929906	311007	05/24/18	116.75
	Energy Cap Bill ID=8529	00001	929907	311007	05/24/18	103.91
	Energy Cap Bill ID=8530	00001	929908	311007	05/24/18	176.83
	Energy Cap Bill ID=8532	00001	929909	311007	05/24/18	111.81
					Account Total	1,227.93
	Maintenance Contracts					
	AAA PEST PROS	00001	929129	310298	06/20/18	395.00
					Account Total	395.00

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1,622.93

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Vendor Payment Report							72
5011	PKS- Administration	Fund	Voucher	Batch No	GL Date	Amount	
	Special Events						
	AQUATIC & WETLAND COMPANY	00001	928667	309816	06/14/18	6	00.00
	UNITED SITE SERVICES	00001	928672	309816	06/14/18	1	14.90
	UNITED SITE SERVICES	00001	929537	310748	06/26/18	1,80	00.00
	UNITED SITE SERVICES	00001	929538	310748	06/26/18	18	82.70
					Account Total	2,69	97.60
				D	epartment Total	2,69	97.60

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	V	endor Payment Repo	rt			Page - 73
5010	PKS- Fair & Special Events	Fund	Voucher	Batch No	GL Date	Amount
	Event Services					
	AIRGAS USA LLC	00001	928666	309816	06/14/18	64.25
					Account Total	64.25
	Fair Expenses-General					
	BOOGIE MACHINE INC	00001	929493	310737	06/26/18	2,500.00
	FRANKLIN SHANE	00001	929521	310745	06/26/18	750.00
	GRAMMYS GOODIES LLC	00001	929522	310745	06/26/18	2,200.00
	OLIVIERI MIKE	00001	929523	310745	06/26/18	30.00
					Account Total	5,480.00
	Licenses and Fees					
	BRIGHTON FIRE RESCUE DISTRICT	00001	930142	311204	06/29/18	55.00
					Account Total	55.00
	Queen Pageant Expense					
	MINUTEMAN PRESS-BRIGHTON	00001	929536	310748	06/26/18	139.54
					Account Total	139.54
	Regional Park Rentals					
	ACEVEDO JUAN	00001	929086	310262	06/20/18	75.00
	AGUIRRE MELISSA	00001	929087	310262	06/20/18	75.00
	CARR VICKI	00001	928951	310225	06/20/18	75.00
	CASAS MARTHA	00001	929088	310262	06/20/18	400.00
	CHLUMSKY ELIZABETH	00001	928952	310225	06/20/18	150.00
	CORDOVA ROBERT	00001	929089	310262	06/20/18	75.00
	DAVIS SAMUEL GUY JR	00001	928953	310225	06/20/18	75.00
	DEAN TAMMI	00001	929090	310262	06/20/18	75.00
	EFENDIC ALMIR	00001	928458	309533	06/12/18	75.00
	FORD JD	00001	928670	309816	06/14/18	500.00
	GUZMAN RHONDA	00001	928954	310225	06/20/18	225.00
	JACKSON MARIE	00001	928459	309533	06/12/18	75.00
	JACOBO BRENDA	00001	928956	310225	06/20/18	75.00
	JOHNSON JAYNIQUE	00001	929091	310262	06/20/18	75.00
	KING AMISHA	00001	928715	309533	06/15/18	75.00
	KREUTZER JOSH	00001	928461	309533	06/12/18	75.00
	LEDOUX ROBYN	00001	928957	310225	06/20/18	150.00
	LEE SUZIE	00001	929092	310262	06/20/18	150.00

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5010	PKS- Fair & Special Events	Fund	Voucher	Batch No	GL Date	Amount
	MARTINEZ DIANA	00001	928462	309533	06/12/18	75.00
	MASCARENAS MARLANA	00001	929093	310262	06/20/18	400.00
	MENDOZA ANGIE	00001	928463	309533	06/12/18	75.00
	MILLER ANICA	00001	928464	309533	06/12/18	75.00
	PETERSON AUDRA	00001	928465	309533	06/12/18	75.00
	RANKIN HOLLY	00001	929094	310262	06/20/18	75.00
	RIVERA JENNIFER	00001	928466	309533	06/12/18	75.00
	RODRIGUEZ AMY	00001	928467	309533	06/12/18	75.00
	ROMERO MALANY	00001	928671	309816	06/14/18	225.00
	URDIALES FELISA	00001	928468	309533	06/12/18	75.00
	VUE CHEN	00001	929095	310262	06/20/18	650.00
	ZAMORA RUDY	00001	928960	310225	06/20/18	75.00
					Account Total	4,425.00
				De	epartment Total	10,163.79

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Vendor Payment Report							
5015	PKS- Grounds Maintenance	Fund	Voucher	Batch No	GL Date	Amount	
	Maintenance Contracts						
	CULLIGAN		928669	309816	06/14/18	2	224.00
	H-2 ENTERPRISES LLC	00001 928955 310225 06/20/18		06/20/18	3,0	50.00	
					Account Total	3,2	74.00
				Department Total		3,2	74.00

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Vendor Payment Report						Page -	76
5012	PKS- Regional Complex	Fund	Voucher	Batch No	GL Date	Amount	
	Operating Supplies CINTAS CORPORATION NO 2	00001	929535	310748	06/26/18	199.4	42
					Account Total	199.4	42
				De	partment Total	199.4	<u>42</u>

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		Vendor Payment Repo	ort			Page -	77	
5016	PKS- Trail Ranger Patrol	Fund	Voucher	Batch No	GL Date	Amount	Amount	
	Gas & Electricity							
	XCEL ENERGY	00001	928958	310225	06/20/18	18	8.21	
	XCEL ENERGY	00001	928959	310225	06/20/18	945.30		
					Account Total	96	3.51	
	Mileage Reimbursements							
	CLARK AARON	00001	928668	309816	06/14/18	18	1.27	
					Account Total	18	1.27	
				Γ	Department Total	1,144	4.78	

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1089 PLN- Boards & Commissions	Fund	Voucher	Batch No	GL Date	Amount
Other Professional Serv					
BUSH MELVIN E	00001	929367	310612	06/25/18	65.00
BUZEK, VINCE	00001	928872	310099	06/19/18	65.00
DOMENICO JOSEPH	00001	928875	310099	06/19/18	65.00
FOREST SEAN	00001	928873	310099	06/19/18	65.00
GREEN THOMAS D	00001	929370	310612	06/25/18	65.00
HANCOCK FORREST HAYES	00001	929371	310612	06/25/18	65.00
MCCREARY RAPHAEL	00001	929368	310612	06/25/18	65.00
RICHARDSON SHARON	00001	928874	310099	06/19/18	65.00
STANFIELD THOMSON	00001	929369	310612	06/25/18	65.00
THOMPSON GREGORY PAUL	00001	928871	310099	06/19/18	65.00
				Account Total	650.00
			D	epartment Total	650.00

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Vendor Payment Report							79	
1038	Regional Affairs	Fund	Voucher	Batch No	GL Date	Amount	Amount	
	Special Events CORPORATION FOR SUPPORTIVE HOU	00001	928982	310235 D	06/20/18 Account Total Department Total	16,5	49.26 49.26 49.26	

R5504001		County of Adams				06/29/18	16:14:38
	Ven	dor Payment Repor	t			Page -	80
8624	Retiree-Vision	Fund	Voucher	Batch No	GL Date	Amount	
	Ins. Premium-Vision VISION SERVICE PLAN-CONNECTICU	00019	929506	310741	06/26/18		64.99
				De	Account Total epartment Total		64.99 64.99

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13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	BRANNAN SAND & GRAVEL COMPANY	00013	929159	310380	06/21/18	127.17
	BRANNAN SAND & GRAVEL COMPANY	00013	929373	310616	06/25/18	1,570.01
	BRANNAN SAND & GRAVEL COMPANY	00013	929376	310615	06/25/18	1,431.43
	BRANNAN SAND & GRAVEL COMPANY	00013	929376	310615	06/25/18	3,235.51
	BRANNAN SAND & GRAVEL COMPANY	00013	929377	310615	06/25/18	325.33
	BRANNAN SAND & GRAVEL COMPANY	00013	929479	310668	06/25/18	127.17
	BRANNAN SAND & GRAVEL COMPANY	00013	929480	310668	06/25/18	136.47
	BRANNAN SAND & GRAVEL COMPANY	00013	929481	310668	06/25/18	84.87
	BRANNAN SAND & GRAVEL COMPANY	00013	929482	310668	06/25/18	503.89
	BRANNAN SAND & GRAVEL COMPANY	00013	929483	310668	06/25/18	1,015.98
	EP&A ENVIROTAC INC	00013	929384	310615	06/25/18	35,997.50
	EP&A ENVIROTAC INC	00013	929384	310615	06/25/18	2,885.00
	EP&A ENVIROTAC INC	00013	929386	310615	06/25/18	35,997.50
	EP&A ENVIROTAC INC	00013	929386	310615	06/25/18	2,885.00
	JK TRANSPORTS INC	00013	929407	310615	06/25/18	34,198.25
	JK TRANSPORTS INC	00013	929407	310615	06/25/18	45,835.00
	JOE'S TOWING & RECOVERY	00013	929401	310615	06/25/18	130.00
	ULTEIG ENGINEERS INC	00013	929416	310615	06/25/18	8,567.50
	ULTEIG ENGINEERS INC	00013	929417	310615	06/25/18	5,702.50
	ULTEIG ENGINEERS INC	00013	929418	310615	06/25/18	1,420.00
	VILLALOBOS CONCRETE INC	00013	929641	310839	06/27/18	300,650.45
	W L CONTRACTORS INC	00013	929421	310615	06/25/18	9,232.07
	W L CONTRACTORS INC	00013	929578	310772	06/26/18	19,106.47
	WAYNE A MITCHELL LLC	00013	929409	310615	06/25/18	3,213.00
					Account Total	514,378.07
	Retainages Payable					
	VILLALOBOS CONCRETE INC	00013	929641	310839	06/27/18	15,032.52-
					Account Total	15,032.52-
				D	epartment Total	499,345.55

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	Vend	lor Payment Repor	rt			Page - 82
97711	Sectors NEG Program	Fund	Voucher	Batch No	GL Date	Amount
	Clnt Trng- OJT BRANNAN SAND & GRAVEL COMPANY	00035	929635	310835 De	06/27/18 Account Total epartment Total	5,500.00 5,500.00 5,500.00

R5504001		County of Adams				06/29/18	16:14:38
	Vendor Payment Report						
2092	Sheriff Flatrock	Fund	Voucher	Batch No	GL Date	Amount	-
	Operating Supplies						
	SAMS CLUB	00050	929270	310520	06/22/18	2	254.66
	SAMS CLUB	00050	929270	310520	06/22/18	1	119.84
	SAMS CLUB	00050	929270	310520	06/22/18	2	269.64
					Account Total	6	644.14
				De	partment Total		644.14

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		Vendor Payment Repor	t			Page -	84
2004	Sheriff Training	Fund	Voucher	Batch No	GL Date	Amount	
	Operating Supplies SAMS CLUB	00001	929270	310520	06/22/18		98.52
					Account Total		98.52
				De	partment Total		98.52

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		Vendor Payment Repor	t			Page -	85
2008	SHF - Training Academy	Fund	Voucher	Batch No	GL Date	Amount	-
	Minor Equipment NORTH AMERICAN RESCUE	00001	929202	310411 D	06/21/18 Account Total epartment Total		14.00 14.00 14.00

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2011	SHF- Admin Services Division	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	929207	310411	06/21/18	176.01
	DS WATERS OF AMERICA INC	00001	929266	310520	06/22/18	134.70
	SAMS CLUB	00001	929270	310520	06/22/18	681.41
	SAMS CLUB	00001	929270	310520	06/22/18	29.31
					Account Total	1,021.43
	Public Relations					
	METRONORTH CHAMBER OF COMMERCE	00001	929267	310520	06/22/18	1,500.00
					Account Total	1,500.00
	Travel & Transportation					
	MORGEN JAMES	00001	929268	310520	06/22/18	306.00
	NIELSEN SUSAN G	00001	929201	310411	06/21/18	260.00
	OVERTON AMANDA	00001	929269	310520	06/22/18	306.00
					Account Total	872.00
	Uniforms & Cleaning					
	SYMBOL ARTS	00001	929205	310411	06/21/18	95.00
					Account Total	95.00
				E	Pepartment Total	3,488.43

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2015	SHF- Civil Section	Fund	Voucher	Batch No	GL Date	Amount
	Sheriff's Fees					
	ACCOUNT BROKERS INC	00001	929276	310524	06/22/18	43.00
	ALPINE CREDIT INC	00001	929277	310524	06/22/18	19.00
	ARNOLD AND ARNOLD	00001	929278	310524	06/22/18	19.00
	BALL FRANK J	00001	929279	310524	06/22/18	19.00
	CANO OTILIA S	00001	929280	310524	06/22/18	19.00
	FRANCY LAW FIRM	00001	929281	310524	06/22/18	19.00
	FRANCY LAW FIRM	00001	929282	310524	06/22/18	19.00
	FRANCY LAW FIRM	00001	929283	310524	06/22/18	19.00
	FRANCY LAW FIRM	00001	929284	310524	06/22/18	19.00
	FRANCY LAW FIRM	00001	929285	310524	06/22/18	19.00
	HINDMANSANCHEZ	00001	929286	310524	06/22/18	19.00
	HINDMANSANCHEZ	00001	929287	310524	06/22/18	19.00
	HINDMANSANCHEZ	00001	929288	310524	06/22/18	19.00
	HINDMANSANCHEZ	00001	929289	310524	06/22/18	19.00
	HINDMANSANCHEZ	00001	929290	310524	06/22/18	19.00
	HOLST AND BOETTCHER	00001	929291	310524	06/22/18	19.00
	HOLST AND BOETTCHER	00001	929292	310524	06/22/18	19.00
	LH LLC	00001	929293	310524	06/22/18	66.00
	MASON ROBERT	00001	929294	310524	06/22/18	66.00
	MIDLAND FUNDING LLC	00001	929295	310524	06/22/18	19.00
	MIDLAND FUNDING LLC	00001	929296	310524	06/22/18	19.00
	MIDLAND FUNDING LLC	00001	929297	310524	06/22/18	19.00
	MIDLAND FUNDING LLC	00001	929298	310524	06/22/18	19.00
	MIDLAND FUNDING LLC	00001	929299	310524	06/22/18	19.00
	MIDLAND FUNDING LLC	00001	929300	310524	06/22/18	19.00
	MOORE LAW GROUP APC	00001	929306	310524	06/22/18	19.00
	NIERMAN MEGAN	00001	929301	310524	06/22/18	19.00
	OLD DOMINION MANAGEMENT	00001	929302	310524	06/22/18	66.00
	PROCESS SERVICE OF WYOMING INC	00001	929303	310524	06/22/18	19.00
	STENGER AND STENGER	00001	929304	310524	06/22/18	19.00
	STENGER AND STENGER	00001	929305	310524	06/22/18	19.00
	TOP HAT FILE AND SERVE	00001	929307	310524	06/22/18	19.00
	TOP HAT FILE AND SERVE	00001	929308	310524	06/22/18	19.00
	WAKEFIELD & ASSOCIATES INC	00001	929309	310524	06/22/18	19.00
					Account Total	811.00

Account Total

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2015	SHF- Civil Section	Fund	Voucher	Batch No	GL Date	Amount	
				Dep	oartment Total		811.00

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	Vendor Payment Report					
2016	SHF- Detective Division	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	SAFARILAND INC	00001	929203	310411	06/21/18	917.53
					Account Total	917.53
	Other Communications					
	VERIZON WIRELESS	00001	929272	310520	06/22/18	1,491.50
					Account Total	1,491.50
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	929192	310411	06/21/18	165.00
					Account Total	165.00
				D	Department Total	2,574.03

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	Vendor Payment Report							
2071	SHF- Detention Facility	Fund	Voucher	Batch No	GL Date	Amount		
	Education & Training							
	METRONORTH CHAMBER OF COMMERCE	00001	929200	310411	06/21/18	1,200.00		
					Account Total	1,200.00		
	Operating Supplies							
	SHRED IT USA LLC	00001	929271	310520	06/22/18	30.00		
					Account Total	30.00		
	Uniforms & Cleaning							
	ADAMSON POLICE PRODUCTS	00001	929191	310411	06/21/18	20.00		
	ADAMSON POLICE PRODUCTS	00001	929193	310411	06/21/18	133.00		
					Account Total	153.00		
				D	Department Total	1,383.00		

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	Vendor Payment Report							
2017	SHF- Patrol Division	Fund	Voucher	Batch No	GL Date	Amount		
	Other Communications							
	LEXISNEXIS RISK SOLUTIONS	00001	929199	310411	06/21/18	100.79		
					Account Total	100.79		
	Travel & Transportation							
	TREBLIK JESSE M	00001	929206	310411	06/21/18	341.00		
					Account Total	341.00		
	Uniforms & Cleaning							
	ADAMSON POLICE PRODUCTS	00001	929194	310411	06/21/18	25.00		
	ADAMSON POLICE PRODUCTS	00001	929195	310411	06/21/18	133.10		
					Account Total	158.10		
				Γ	Department Total	599.89		

R5504001	County of Adams								
	Vendor Payment Report								
2018	SHF- Records/Warrants Section	Fund	Voucher	Batch No	GL Date	Amount			
	Extraditions								
	WORLD CONNECTIONS TRAVEL	00001	929310	310520	06/22/18	2,406.00			
	WORLD CONNECTIONS TRAVEL	00001	929311	310520	06/22/18	1,587.00			
					Account Total	3,993.00			
				D	epartment Total	3,993.00			
	WORLD CONNECTIONS TRAVEL			310520	06/22/18 Account Total	1,587.00 3,993.00			

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	Vendor Payment Report							
2005	SHF- TAC Section	Fund	Voucher	Batch No	GL Date	Amount		
	Travel & Transportation							
	DURAN SHERI	00001	929196	310411	06/21/18	31.00		
	HADLEY ANDREW	00001	929197	310411	06/21/18	31.00		
	HESSLER JASON	00001	929198	310411	06/21/18	31.00		
	SEDILLO JULIE	00001	929204	310411	06/21/18	31.00		
					Account Total	124.00		
				D	epartment Total	124.00		

R5504001	County of Adams							
Vendor Payment Report								
3011	Transportation Administration	Fund	Voucher	Batch No	GL Date	Amount		
	Consultant Services							
	BONNIE ROERIG AND ASSOCIATES	00013	929958	311031	06/28/18	4,845.00		
	JAMES REAL ESTATE SERVICES INC	00013	929957	311026	06/28/18	4,500.00		
					Account Total	9,345.00		
				De	epartment Total	9,345.00		

Vendor Payment Report						
3056	Transportation CIP	Fund	Voucher	Batch No	GL Date	Amount
	Land					
	ALDERMAN BERNSTEIN	00013	929950	311021	06/28/18	2,085.24
	CALABRESE GLORIA	00013	929960	311034	06/28/18	6,720.00
	KBCO	00013	929962	311034	06/28/18	600.00
					Account Total	9,405.24
	Printing External					
	SIR SPEEDY	00013	928811	309980	06/18/18	45.20
					Account Total	45.20
	Road & Streets					
	CALABRESE GLORIA	00013	929959	311034	06/28/18	894.00
	КВСО	00013	929961	311034	06/28/18	1,406.00
	LARADON HALL	00013	929629	310834	06/27/18	75.00
					Account Total	2,375.00
				D	epartment Total	11,825.44

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3031	Transportation Opers & Maint	Fund	Voucher	Batch No	GL Date	Amount
	Debris Removal					
	METECH RECYCLING	00013	929047	310242	06/20/18	647.46
	METECH RECYCLING	00013	929048	310242	06/20/18	813.72
					Account Total	1,461.18
	Dust Abatement					
	GMCO CORPORATION	00013	929043	310242	06/20/18	750.00
					Account Total	750.00
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	929034	310242	06/20/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	929035	310242	06/20/18	88.97
	ALSCO AMERICAN INDUSTRIAL	00013	929036	310242	06/20/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	929037	310242	06/20/18	76.10
	CINTAS FIRST AID & SAFETY	00013	929044	310242	06/20/18	22.42
	CINTAS FIRST AID & SAFETY	00013	929046	310242	06/20/18	48.53
	COLUMBINE PAPER & MAINTENANCE	00013	929038	310242	06/20/18	74.68
	POLAR REFRIGERATION COMPANY	00013	929033	310242	06/20/18	363.94
					Account Total	826.84
	Other Professional Serv					
	DAVEY TREE EXPERT CO	00013	929049	310242	06/20/18	960.00
					Account Total	960.00
	Pothole Asphalt					
	BRANNAN SAND & GRAVEL COMPANY	00013	929373	310616	06/25/18	.01
					Account Total	.01
	Repair & Maint Supplies					
	VULCAN INC	00013	929041	310242	06/20/18	625.00
					Account Total	625.00
	Road Oil					
	COBITCO INC	00013	929032	310242	06/20/18	83.60

Account Total _____ Department Total _____ 83.60

4,706.63

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3055	Transportation Streets Program	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	928943	310224	06/20/18	33.00
	UNITED POWER (UNION REA)	00013	928944	310224	06/20/18	20.34
	UNITED POWER (UNION REA)	00013	928945	310224	06/20/18	16.50
	UNITED POWER (UNION REA)	00013	928946	310224	06/20/18	120.64
	UNITED POWER (UNION REA)	00013	928947	310224	06/20/18	88.49
	UNITED POWER (UNION REA)	00013	928948	310224	06/20/18	16.50
	UNITED POWER (UNION REA)	00013	928949	310224	06/20/18	33.00
	XCEL ENERGY	00013	928934	310224	06/20/18	39.13
	XCEL ENERGY	00013	928935	310224	06/20/18	75.08
	XCEL ENERGY	00013	928936	310224	06/20/18	173.21
	XCEL ENERGY	00013	928937	310224	06/20/18	83.35
	XCEL ENERGY	00013	928938	310224	06/20/18	153.69
	XCEL ENERGY	00013	928939	310224	06/20/18	97.59
	XCEL ENERGY	00013	928940	310224	06/20/18	22,572.03
	XCEL ENERGY	00013	928941	310224	06/20/18	4,526.60
	XCEL ENERGY	00013	928942	310224	06/20/18	95.93
					Account Total	28,145.08
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	929042	310242	06/20/18	304.50
					Account Total	304.50
				D	epartment Total	28,449.58

R5504001	County of Adams						
Vendor Payment Report							
9291	Veterans Service Office	Fund	Voucher	Batch No	GL Date	Amount	
	Mileage Reimbursements SHEETZ ROBERT J	00001	928979	310235	06/20/18 Account Total	59.19	
				De	epartment Total	59.19	

R5504001	County of Adams							
	Vendor Payment Report							
25	Waste Management Fund	Fund	Voucher	Batch No	GL Date	Amount		
	Received not Vouchered Clrg							
	B & B ENVIRONMENTAL SAFETY INC	00025	929379	310615	06/25/18	4,045.37		
	QUANTUM WATER CONSULTING	00025	930017	310738	06/29/18	14,163.42		
					Account Total	18,208.79		
				D	epartment Total	18,208.79		
	QUANTUM WATER CONSULTING	00023	530017		Account Total	18,208.79		

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4316	Wastewater Treatment Plant	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	929880	310881	06/27/18	1,078.76
					Account Total	1,078.76
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	928851	310000	06/18/18	19.00
	COLO ANALYTICAL LABORATORY	00043	928922	310145	06/19/18	26.00
					Account Total	45.00
	Water/Sewer/Sanitation					
	AURORA WATER	00043	929646	310845	06/27/18	4,892.42
					Account Total	4,892.42
				Ľ	Department Total	6,016.18

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97200	WIOA ADULT PROGRAM	Fund	Voucher	Batch No	GL Date	Amount
	Clnt Trng-Tuition RIGHT WAY FOUNDATION	00035	929636	310835	06/27/18	59,940.00
	RIGHT WAT FOUNDATION	00055	929030	510655	Account Total	59,940.00
				De	epartment Total	59,940.00

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97700	WIOA DLW PROGRAM	Fund	Voucher	Batch No	GL Date	Amount	
	Clnt Trng- OJT BRANNAN SAND & GRAVEL COMPANY	00035	929635	310835 De	06/27/18 Account Total epartment Total		600.00 600.00 600.00

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97500	WIOA YOUTH OLDER	Fund	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Incentives					
	EJAZ DAUD	00035	929602	310809	06/27/18	80.00
	EJAZ NASHMIA	00035	929603	310809	06/27/18	80.00
	RAMIREZ DE ESQUIVEL MARIA	00035	929605	310809	06/27/18	50.00
	SANCHEZ STORMY	00035	929606	310809	06/27/18	80.00
	SMITH ANN MARIE	00035	929607	310809	06/27/18	80.00
	ZAMAGO KATHIE ESCOBEDO	00035	929604	310809	06/27/18	20.00
					Account Total	390.00
				De	partment Total	390.00

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Grand Total

3,485,822.95

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR TUESDAY, JULY 3, 2018

1. ROLL CALL

Present: Commissioner Steve O'Dorisio Commissioner Mary Hodge Commissioner Eva J. Henry Excused: Commissioner Charles "Chaz" Tedesco Commissioner Erik Hansen

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

4. AWARDS AND PRESENTATIONS

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. 18-617 List of Expenditures Under the Dates of June 18-22, 2018
- B. 18-618 Minutes of the Commissioners' Proceedings from June 26, 2018
- C. 18-546 Resolution Approving the Interagency Agreement Regarding the Lowell Boulevard Improvements Project between the City and County of Denver, Acting by and through its Board of Water Commissioners and County of Adams, Colorado (File approved by ELT)
- D. 18-582 Resolution Approving Right-of-Way Agreement between Adams County and Jorge Isaac Medina Herrera, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- E. 18-600 Resolution Approving Grant Agreement between Adams County and State of Colorado for the District Attorney's Office Diversion Program for State Fiscal Year 2018/2019 (File approved by ELT)
- F. 18-614 Resolution Assigning and Transferring to the Housing Authority of the County of Adams, State of Colorado All of the County of Adams, State of Colorado 2018 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds; and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith (File approved by ELT)
- G. 18-619 Resolution Appointing Commissioner Mary Hodge to the Aurora Mental Health Board of Directors as the Adams County Representative (File approved by ELT)
- H. 18-625 Resolution Correcting Scrivener's Error in Resolution Regarding the Appointment of Christine Balderston to the Local Emergency Planning Committee (File approved by ELT)
 Motion to Approve 6. CONSENT CALENDAR Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

Present: Commissioner Steve O'Dorisio Commissioner Mary Hodge Commissioner Eva J. Henry Commissioner Erik Hansen

Excused: Commissioner Charles "Chaz" Tedesco

7. NEW BUSINESS

A. COUNTY MANAGER

1. 18-576 Resolution Approving the Adams County 2018 Annual Action Plan (File approved by ELT)

Motion to Approve 1. 18-576 Resolution Approving the Adams County 2018 Annual Action Plan

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

B. COUNTY ATTORNEY

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 Litigation with Denver

Motion to Approve 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 Litigation with Denver Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

8. LAND USE HEARINGS

- A. Cases to be Heard
 - 18-601 RCU2017-00039 American Towers (File approved by ELT) Motion to Approve to Continue 1. 18-601 RCU2017-00039 American Towers to July 31, 2018 (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

 18-602 PLT2017-00001 Peak View Estates Final Plat (File approved by ELT) Motion to Approve 2. 18-602 PLT2017-00001 Peak View Estates Final Plat (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



Adams County Treasurer's Summary

Start Date	05/01/18								
End Date 0	05/31/18	-	<u> </u>						
COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$164,737,862.03	\$17,371,242.97	\$0.00	\$3,424,446.23	(\$764,011.73)	(\$260,720.50)	(\$13,735,785:32)	\$170,773,033.68	\$0.00
0004 CAPITAL FACILITIES	\$21,876,197.30	\$0.00	\$0.00	\$193,524.36	\$1,812,866.95	\$0.00	(\$4,805,035.86)	\$19,077,552.75	\$0.00
0005 GOLF OPNS (ENTERPRIS	E) \$2,458,210.04	\$0.00	\$0.00	\$467,244.90	(\$3,314.81)	\$0.00	(\$183,424.99) -	\$2,738,715.14	\$0.00
0006 INTERNAL SVC (EQUIP SY	VC) \$12,364,561.26	\$0.00	\$0.00	\$7,116.92	\$387,917.57	\$0.00	(\$819,654.84)	\$11,939,940.91	\$0.00
0007 STORMWATER UTILITY F	EE \$5,907,406.78	\$4,508.02	\$0.00	\$506,922.15	(\$2,158.09)	(\$67.62)	(\$50,697.61)	\$6,365,913.63	\$0.00
0013 ROAD & BRIDGE	\$69,827,166.62	\$993,713.38	\$1,131,814.34	\$1,661,891.00	(\$71,308.73)	(\$14,914.43)	(\$1,623,243.46)	\$71,905,118.72	\$0.00
0015 SOC SVCS (WELFARE)	\$14,902,685.51	\$1,798,620.95	\$0.00	\$3,453,277.83	(\$450,766.34)	\$0.00	(\$4,467,728.94)	\$15,236,089.01	\$0:00
0018 RETIREMENT	\$373,390.63	\$240,562.43	\$0.00	\$0.39	\$0.00	(\$3,608.27)	(\$373,390.63)	\$236,954.55	\$0.00
0019 INSUR CLAIMS & RESERV	/ES \$7,309,184,32	\$0.00	\$0.00	\$153,900.99	\$1,526,115:29	\$0.00	(\$1,449,568.32)	\$7,539,632.28	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$1,280,254.00	\$196,449.52	\$0.00	\$0.00	\$0.00	(\$2,948.17)	\$0.00	\$1,473,755.35	\$0.00
0024 CONSERVATION TRUST	\$1,873,801.81	\$0.00	\$0.00	\$2,597.29	(\$5,786.68)	\$0.00	(\$50,457.60)	\$1,820,154.82	\$0.00
0025 WASTE MANAGEMENT FU	UND \$4,471,448.55	\$0.00	\$0.00	\$22,534.00	(\$576.07)	\$0.00	(\$23,867.05)	\$4,469,539.43	\$0.00
0027 OPEN SPACE PROJECTS	\$4,213,943.65	\$0:00	\$0.00	\$6,824.09	(\$51.72)	\$0.00	(\$8,239.65)	\$4,212,476.37	\$0:00
0028 OPEN SPACE SALES TAX	\$35,730,910.07	\$0.00	\$0_00	\$58,299.45	\$1,631,050.90	\$0.00	(\$104,997.86)	\$37,315,262.56	\$0.00
0029 DIA NOISE MITIGATION F	UND \$1,373,658.63	\$0.00	\$0.00	\$2,385.59	\$0.00	\$0.00	\$0.00	\$1,376,044.22	\$0.00
0030 COMM DEV BLK GRANT A	ND \$1,056,507.39	\$0.00	\$0.00	\$646,086.69	\$94,383.48	\$0.00	(\$177,368.25)	\$1,619,609.31	\$0.00
0031 HEAD START	(\$75,580.30)	\$0.00	\$0.00	\$379,459.96	(\$147,204.64)	\$0.00	(\$334,139.08)	(\$177,464.06)	\$0.00
0034 COMM SERV BLOCK GRA	NT \$20,736.01	\$0.00	\$0.00	\$0.00	(\$82,187.72)	\$0.00	(\$18,247.67)	(\$79,699.38)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	(\$349,591.95)	\$0.00	\$0.00	\$355,088.65	(\$57,048.15)	\$0.00	(\$334,372.46)	(\$385,923.91)	\$0.00
0043 FRONT RANGE AIRPORT	\$2,332,900.48	\$0.00	\$0.00	\$167,786.64	(\$40,724.56)	\$0.00	(\$269,496.78)	\$2,190,465.78	\$0.00
5410 SHERIFFS COMMISSARY	\$2,496,345.83	\$0.00	\$0:00	\$95,998.52	(\$64,725.81)	(\$15.00)	\$0.00	\$2,527,603.54	\$0.00
5420 SHERIFFS INTEL CONFIS	\$11,057.74	\$0.00	\$0.00	\$0.70	\$0.00	(\$15.00)	\$0.00	\$11,043.44	\$0.00
5430 SHERIFFS REC & FLOWE	R \$6,952.53	\$0.00	\$0.00	\$0.44	\$0.00	(\$15.00)	\$0.00	\$6,937.97	\$0.00
5460 AIRPORT NOISE	\$863,732.13	\$0.00	\$0.00	\$914.70	(\$7,425.00)	\$0.00	\$0.00	\$857,221.83	\$0.00
5480 SALES TAX RECEIPT ACC	\$226,008.64	\$0.00	\$0.00	\$4,901,283.36	(\$4,903,051.49)	\$0.00	\$0.00	\$224,240.51	\$0.00

Total: \$355,289,749.70 \$20,605,097.27 \$1,131,814.34 \$16,507,584.85 (\$1,148,007.35) (\$282,303.99) (\$28,829,716.37) \$363,274,218.45 \$0.00

Adams @ Jun 12, 2018 4:08:37 M ADAMS COUNTY TREASURER



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018

SUBJECT: Final Acceptance for the Public Improvements at the Bartley Subdivision, Phase IV, (Case No. PLT2005-00048 and SUB2017-00001)

FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works

AGENCY/DEPARTMENT: Public Works

HEARD AT STUDY SESSION ON: N/A

AUTHORIZATION TO MOVE FORWARD: YES NO

RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements at the Bartley Subdivision, Phase IV, (Case No. PLT2005-00048 and SUB2017-00001),

BACKGROUND:

The Bartley Subdivision, Phase IV, (Case No. PLT2005-00048 and SUB2017-00001), is generally located at State Highway 7 and Havana Street in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on June 12, 2017. These public improvements have satisfactorily completed the guarantee period. Bond numbers BDTO16071703 and E123728 have been placed as collateral in the amount of \$267,225.97 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Adams County Community and Economic Development Department Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution Resolution No. 2017-009 Resolution Dated January 23, 2006 Exhibit A

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

New FTEs requested:	YES	🖂 NO

Future Amendment Needed:	YES	🖂 NO
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Additional Note:

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE BARTLEY SUBDIVISION, PHASE IV, CASE NO. PLT2005-00048 AND SUB2017-00001

WHEREAS, the required public street improvements have been constructed at the Bartley Subdivision, Phase IV, (Case No. PLT2005-00048 and SUB2017-00001), in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the Bartley Subdivision, Phase IV, (Case No. PLT2005-00048 and SUB2017-00001); and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved by resolution numbers 2017-009, and Resolution Dated January 23, 2006, and the posted collateral as noted in bond numbers BDTO16071703 and E123728 in the amount of \$267,225.97 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Bartley Subdivision, Phase IV, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

STATE OF COLORADO) COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 17th day of January, 2017 there were present:

Steve O'Dorisio	Commissioner	
Eva J. Henry	Commissioner	
Charles "Chaz" Tedesco	Commissioner	
Erik Hansen	Commissioner	
Mary Hodge	Commissioner	
Heidi Miller	County Attorney	
Erica Hannah	Clerk to the Board	

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR BARTLEY SUBDIVISION PHASE IV

Resolution 2017-009

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; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on January 11, 2006, the public improvement construction plans were approved by Adams County Public Works Department to allow the Developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements; and

WHEREAS, on April 22, 2013, the Board of County Commissioners, in Case No. PLT2005-00048, Bartley Subdivision Phase I, approved the final acceptance of public improvements for Phase I; and

WHEREAS, on May 19, 2014, the Board of County Commissioners, in Case No. PLT2005-00048, Bartley Subdivision Phase II, approved the final acceptance of public improvements for Phase I; and

WHEREAS, on June 30, 2016, the Director of the Transportation Department, granted preliminary acceptance of public improvements for Phase III; and

WHEREAS, the Developer is requesting to start construction on Phase IV of the Bartley Subdivision and has provided updated and approved construction plans for Phase IV; and

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the Subdivision Improvements Agreement for Bartley Subdivision Phase IV, Case No. PLT2005-00048.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, the Subdivision Improvements Agreement for Bartley Subdivision Phase IV, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

O'Dorisio	Aye
Henry	Aye
Tedesco	Aye
Hansen	Aye
Hodge	Aye
	Commissioners

STATE OF COLORADO) County of Adams)

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I, <u>Stan Martin</u>, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 17th day of January, A.D. 2017.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By: E-Sighed by Erica Hannah/ () VERIFY authenticity with e-Sign

Deputy

Development Agreement ELG Investors, LLC BARTLEY SUBDIVISION Case No: SIA2016-00014

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Equinox Development, LLC, 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. 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 "construction completion date" appearing in Exhibit "B". The County may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
- 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 \$267,226.00, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Transportation Department in accordance with section 5-02-06-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the County, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Transportation Department.

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 preliminary acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship that, in the opinion of the County, becomes necessary. If within ten days of written notice to the

Development Agreement ELG Investors, LLC BARTLEY SUBDIVISION Case No: SIA2016-00014

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

Public Improvements:

- Construction of Paris Way and Nome Street.
- Construction of related drainage ways and culverts.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

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

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

All rights-of-way and associated land for other public purposes was dedicated and conveyed to the County by the recording of the Final Plat for the Bartley Subdivision as filed for record in the Office of the Adams County Clerk and Recorder in the State of Colorado on the 26th day of January, 2006, at Reception No. 2006066000092280.

By: George R. Manlon, Jr., Manager	By:Name, Title	MATCH AND COLOR
The foregoing instrument was acknowledged before 2016, by	re me this <u>5</u> day of	<u>Dec</u>
My commission expires: 5/23/2020 Address: <u>920 & Mineral</u> <u>Centenniat</u> Co	Notary Public	(Jacon
APPROVED BY resolution at the meeting of	Tanuanj r], 2015.

Development Agreement ELG Investors, LLC BARTLEY SUBDIVISION Case No: SIA2016-00014

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of **\$267,226.00**. 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.

ATTEST:

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Clerk of the Board

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO 0 Chair;

APPROVED AS TO FORM DOUNTY ATTORNEY

Development Agreement ELG Investors, LLC BARTLEY SUBDIVISION Case No: SIA2016-00014

EXHIBIT A

Legal Description: Bartley Subdivision located in the South One-Half of Section 2, Township 1 South, Range 67 West, 6th Prime Meridian, County of Adams, State of Colorado.

EXHIBIT B

Public Improvements: The estimated costs for the Public Improvements to be built for Phase 4 of the Bartley Subdivision are as follows:

See attached Exhibit B

• • •

Construction Completion Date: February 28, 2017

Initials or signature of Developer:

	EXHIBI	T B			
	BARTLEY SUBDIVISIO	N - PHASE IV	1		
	PROJECTED SCHEDULE OF PL	IBLIC IMPRO	VEMENTS	-14-6787	
	December 5,	2016			
	item	Quantity	Unit	Unit Price	Total
		anthrough the statistic statistics	the traction of the Alfred	lanaki tahu na man kalèn Watari Bala	an think and the second statistic balances
a. 80	Nome Street	The second second			
	HMA Pavement (2" Bottom Lift)	380 1584	SY	\$8.90	
	HMA Pavement (2" Top Lift)	1584	SY	\$8.22	
	Soil Treatment	新的新新 和 新新新新	Man LS and	\$7,331.00	\$7,331.
	Gravel	1584	SYA	\$6:00	\$9,504.
	Class 6 Road Base (shoulders)	648		3 × 5 × 5 × 5	
	Mobilization	制度改变。自己的影响		\$1,260.00	
	MODIIZAUON	Statistic and Section Section 2.	and the second s	[34-35-94];200.00[55	vaaraan q a,∠00.
			NOME	ST. SUBTOTAL	\$49,587.
b. 😳	Paris Way	建和建筑的新闻的 中国地域	电磁磁电影		
	HMA Ravement (2"/Bottom Lift)				\$25,062.
				\$8.22	
	HMA Pavement (2" Top Lift)				\$23,147.
	Soil Treatment	國家運動國家國家		\$13,033:00	
	Gravel	影响和 2816 高级影响	SY	\$6.00	\$16,896.
	Class 6 Road Base (shoulders)	1152	SY	\$6.75	\$7,776.
	Mobilization	國際國家和國際的原始		Water and the second second second second by the	\$2,240
			PARIS V	AY SUBTOTAL	\$88,154.
	AINAGE SYSTEM		Additional data and an an and a	a contractor of the contractor of the	a ta la Mana Alta Conce Indonesi M
a. 🍋	Storm Sewer			就是對理由這是認識的重要	
	36-inch/RCP				\$8,400.
	36-inch FES		STATES AND A	\$1,250.00	\$2,500.
	Pipe Bedding	55	TON	\$10.00	\$550.
	Type M Rip Rap	390		\$18:00	
	Rip Rap Type L Drop Structure	的建立的计算机的复数	FA	10.00	\$7 020
	I DIDI 6308 IVO CALE D'IODISTI I DI L'ANANNANANANANANANANANANANANANANANANA		entra da conse ta		\$7,020
	Bin Ban Placement	the second s			\$670.
	Rip Rap Placement	392	TON	\$8:00	\$670. \$3,136.
	Rip Rap Placement	392	TON		\$670. \$3,136.
ь. 🖂	Rip Rap Placement	392	TON	\$8:00	\$670. \$3,136. \$22,276.
).	Rip Rap Placement Box:Culvert RCB:HL93 (6'x4'x7')	392	TON STO	\$8:00 RM SUBTOTAL	\$670 \$3,136 \$22,276. \$48,691
p. 734	Rip Rap Placement	392	TON STO	\$8:00 RM SUBTOTAL	\$670 \$3,136 \$22,276. \$48,691
p. 24	Rip Rap Placement Box:Culvert RCB:HL93 (6'x4'x7')	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL	\$670 \$3,136 \$22,276. \$48,691 \$880
b.	Rip Rap Placement Box:Culvert RCB:HL93 (6'x4'x7')	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL \$48;691:00 \$8:00	\$670 \$3,136 \$22,276 \$48,691 \$880 \$49,571
5 . (* 49	Rip Rap Placement Box Culvert RCB/HL93 (6'x4'x7') Pipe Bedding	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL \$48;691:00 \$8:00	\$670 \$3,136 \$22,276. \$48,691 \$880 \$49,571.
	Rip Rap Placement Box Culvert RCB/HL93 (6'x4'x7') Pipe Bedding	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL \$48;691:00 \$8:00	\$670 \$3,136 \$22,276. \$48,691
3	Rip Rap Placement Box:Culvert RCB:HL93 (6'x4'x7') Pipe Bedding DRAINAGE TOTAL	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL \$48;691:00 \$8:00	\$670 \$3,136 \$22,276 \$48,691 \$880 \$49,571 \$71,847.
3	Rip Rap Placement Box:Culvert RCB:HL'93 (6'x4'x7') Pipe Bedding DRAINAGE TOTAL DTAL PUBLIC IMPROVEMENT COSTS	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL \$48;691:00 \$8:00	\$670 \$3,136 \$22,276. \$48,691 \$880 \$49,571. \$71,847. \$209,589.
3 TC a. AE	Rip Rap Placement Box:Culvert RCB:HL'93 (6'x4'x7') Pipe Bedding DRAINAGE TOTAL DTAL PUBLIC IMPROVEMENT COSTS	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL \$48;69100 RT SUBTOTAL	\$670 \$3,136 \$22,276. \$48,691 \$880 \$49,571. \$71,847. \$209,589. \$41,917. \$251,506.
3 TC a. AE	Rip Rap Placement Box:Culvert RCB:HL93 (6'x4'x7') Pipe Bedding DRAINAGE TOTAL DTAL PUBLIC IMPROVEMENT COSTS DMINISTRATION FEE (20%)	392 110	TON STO LS TON	\$8:00 RM SUBTOTAL \$48;69100 RT SUBTOTAL	\$670 \$3,136 \$22,276. \$48,691 \$880 \$49,571. \$71,847. \$209,589. \$41,917.

STATE OF COLORADO COUNTY OF ADAMS

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 23^{rd} day of January, 2006 there were present:

Alice J. Nichol	Chairman
W.R. "Skip" Fischer	Commissioner
Larry W. Pace	Commissioner
James D. Robinson	County Attorney
Kristen Hood, Deputy	Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

FINAL PLAT DECISION - BARTLEY SUBDIVISION, CASE #PLT2005-00048

WHEREAS, on the 23RD day of January, 2006, the Adams County Board of County Commissioners approved the final plat application for BARTLEY SUBDIVISION, Case #PLT2005-00048, submitted by Todd Creek Village, LLC; and,

WHEREAS, this case involved an application for a Major Subdivision (Final Plat) to create 172 residential estate lots on 283.8 acres in the Todd Creek Village Preliminary PUD, on the following described property:

LEGAL DESCRIPTION:

A part of the South ½ of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows: <u>Commencing</u> at the SW Corner of said Section 2; Thence N00°43'13"W along the West Line of the SW ¼ of Section 2 a distance of 140.00 feet to the <u>Point of Beginning</u>; Thence N00°43'13"W along said West Line a distance of 2500.00 feet to the West ¼ Corner of Section 2; Thence N88°26'59"E along the North Line of the South ½ of said Section 2 a distance of 5298.37 feet to the East ¼ Corner of Section 2; Thence S00°06'41"W along the East Line of the SE ¼ of said Section 2 a distance of 1230.94 feet to the northerly line of TIERRA FUERTE ESTATES; Thence the following three courses along the northerly and westerly lines of said TIERRA FUERTE ESTATES:

- 1. N89°53'19"W a distance of 300.00 Feet;
- 2. S00°06'41"W a distance of 475.00 feet;
- S11°48'41"W a distance of 784.03 feet to the northerly right-of-way line of State Highway No. 7

Thence the following four courses along said northerly line:

- 1. N85°49'50"W a distance of 62.65 feet;
- 2. S85°38'10"W a distance of 100.00 feet;
- 3. S78°40'55"W a distance of 82.60 feet;
- S85°54'25"W a distance of 961.65 feet to the easterly line of that Exemption Survey recorded in Book 5630 at Page 380;

Thence the following five courses along the perimeter of said Exemption Survey:

- 1. N04°05'35"W a distance of 400.00 feet;
- 2. S 85°54'25"W a distance of 251.65 feet;
- 3. Along the arc of a curve to the right whose radius point bears N04°05'35"W, having a radius of 182.86 feet, a central angle of 62°03'27" and an arc length of 198.06 feet;
- 4. S87°32'47" a distance of 521.43 feet;
- 5. S00°18'03"E a distance of 473.03 feet;

Thence the following two courses along a line 20.00 feet north of and parallel to (as measured at right angles) the northerly right-of-way line of State Highway No. 7:

- 1. S88°37'01"W a distance of 1359.60 feet to the NE corner of that permanent CDOT easement recorded in Book 1370 at Page 382;
- S88°37'01"W along the northerly line of said permanent CDOT easement a distance of 1023.55 feet;

Thence continuing along said northerly line of the permanent CDOT easement the following two courses:

- 1. N88°31'14"W a distance of 200.31 feet;
- 2. S88°38'17"W a distance of 50.04 feet to the Point of Beginning.

Contains an area of 12,362,442 square feet, or 283.803 Acres, more or less.

APPROXIMATE LOCATION:

Northeast Corner of State Highway 7 and Havana Street

WHEREAS, Case #PLT2005-00048 was approved by the Board of County Commissioners on May 9, 2004 which was a request for a Major Subdivision (Preliminary Plat) to create 163 residential estate lots on 202.85 acres in the Todd Creek Village Preliminary PUD, and,

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Planning and Development, the application in this case and the final plat of BARTLEY SUBDIVISION be hereby **APPROVED**.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

	Nichol		Aye
	Fischer		Aye
	Pace		Aye
		Commissioners	
COLORADO)		
lams	j		

STATE OF COLORADO County of Adams

I, <u>Carol Snyder</u>, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hercunto set my hand and affixed the seal of said County, at Brighton, Colorado this <u>23rd</u> day of <u>January</u>, A.D. 2006.

County Clerk and ex-officio Clerk of the Board of County Commissioners Carol Snyder:



Deputy

10505 Havana St. Brighton, CO 80601

It was moved by Commissioner Pace, seconded by Commissioner Fischer, that the foregoing resolution be approved. Roll Call: Pace aye, Fischer aye, Nichol aye. Motion carried.

FINAL PLAT DECISION - BARTLEY SUBDIVISION, CASE #PLT2005-00048

WHEREAS, on the 23RD day of January, 2006, the Adams County Board of County Commissioners approved the final plat application for BARTLEY SUBDIVISION, Case #PLT2005-00048, submitted by Todd Creek Village, LLC; and,

WHEREAS, this case involved an application for a Major Subdivision (Final Plat) to create 172 residential estate lots on 283.8 acres in the Todd Creek Village Preliminary PUD, on the following described property:

LEGAL DESCRIPTION:

A part of the South ½ of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

<u>Commencing</u> at the SW Corner of said Section 2; Thence N004313W along the West Line of the SW ¼ of Section 2 a distance of 140.00 feet to the <u>Point of Beginning</u>; Thence N004313W along said West Line a distance of 2500.00 feet to the West ¼ Corner of Section 2; Thence N882659E along the North Line of the South ½ of said Section 2 a distance of 5298.37 feet to the East ¼ Corner of Section 2; Thence S000641W along the East Line of the SE ¼ of said Section 2 a distance of 1230.94 feet to the northerly line of TIERRA FUERTE ESTATES; Thence the following three courses along the northerly and westerly lines of said TIERRA FUERTE ESTATES:

N895319W a distance of 300.00 Feet;

S000641W a distance of 475.00 feet;

S114841W a distance of 784.03 feet to the northerly right-of-way line of State Highway No. 7

Thence the following four courses along said northerly line:

N854950W a distance of 62.65 feet;

S853810W a distance of 100.00 feet;

S784055W a distance of 82.60 feet;

S855425W a distance of 961.65 feet to the easterly line of that Exemption Survey recorded in Book 5630 at Page 380;

Thence the following five courses along the perimeter of said Exemption Survey:

N040535W a distance of 400.00 feet;

S 855425 W a distance of 251.65 feet;

Along the arc of a curve to the right whose radius point bears N040535W, having a radius of 182.86 feet, a central angle of 620327 and an arc length of 198.06 feet;

S873247 a distance of 521.43 feet;

S001803E a distance of 473.03 feet;

Thence the following two courses along a line 20.00 feet north of and parallel to (as measured at right angles) the northerly right-of-way line of State Highway No. 7:

S883701W a distance of 1359.60 feet to the NE corner of that permanent CDOT easement recorded in Book 1370 at Page 382;

S883701W along the northerly line of said permanent CDOT easement a distance of 1023.55 feet;

Thence continuing along said northerly line of the permanent CDOT easement the following two courses:

N883114W a distance of 200.31 feet;

S883817W a distance of 50.04 feet to the Point of Beginning.

recommendations of the Department of Planning and Development, the application in this case and the final plat of BARTLEY SUBDIVISION be hereby **APPROVED**.

It was moved by Commissioner Pace, seconded by Commissioner Fischer, that the foregoing resolution be approved. Roll Call: Pace aye, Fischer aye, Nichol aye. Motion carried.

RESOLUTION AUTHORIZING ADAMS COUNTY TO ACCEPT A WARRANTY DEED FROM URBAN DRAINAGE AND FLOOD CONTROL DISTRICT ON A 28.8-ACRE PARCEL AND TO GRANT A MAINTENANCE ACCESS AND FLOWAGE EASEMENT TO URBAN DRAINAGE AND FLOOD CONTROL DISTRICT ON SAID 28.8-ACRE PARCEL

WHEREAS, the Urban Drainage and Flood Control District ("District") owns a 28.8-acre parcel of land along the South Platte River more fully described as Parcel One in Exhibit A, a copy of which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the District desires to transfer the ownership of the property to Adams County ("County") and retain a maintenance access and flowage easement over said property; and,

WHEREAS, the County desires to accept a Warranty Deed from the District for said property for open space consistent with the implementation of the South Platte River Major Drainageway Plan in Adams County; and,

WHEREAS, the County desires to grant a maintenance access and flowage easement to the District for said property; and,

WHEREAS, obtaining the property and granting the maintenance access and flowage easement is in the best interests of the citizens of Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Warranty Deed from Urban Drainage and Flood Control District for the 28.8-acre parcel, a copy of which is attached hereto, be accepted.

BE IT FURTHER RESOLVED that the grant of a maintenance access and flowage easement from Adams County to Urban Drainage and Flood Control District, a copy of which is attached hereto, is approved.

BE IT FURTHER RESOLVED that the Chairman is authorized to accept the warranty deed and execute said grant of easement on behalf of Adams County.

It was moved by Commissioner Pace, seconded by Commissioner Fischer, that the foregoing resolution be approved. Roll Call: Pace aye, Fischer aye, Nichol aye. Motion carried.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH JOSE CHAVEZ RODRIGUEZ AND JUANA CHAVEZ FOR PROPERTY NECESSARY FOR THE EXPANSION OF ONEIDA STREET BETWEEN EAST 78TH AVENUE AND EAST 76TH AVENUE

WHEREAS, Adams County is in the process of acquiring right-of-way for the expansion of Oneida Street from East 78th Avenue to East 76th Avenue as part of the Dupont South Street and Storm Sewer Improvements Phase 2, Adams County Project No. – Dupont South – 03-4060.B ("Project"); and,

WHEREAS, Parcel SS-12 located in the Northeast Quarter of Section 32, Township 2 South,

<u>Subdivision Pre-Construction Agenda</u> <u>Bartley Subdivision, Phase No. 1</u> <u>October 5, 2006</u>

Communications:

- 1) Permit Specialist: Carolyn Archuleta: 303-853-7141
- 2) Project Inspector: Manuel Cordova: 303-853-7113
- 3) Construction Inspection Coordinator: Vincent Junglas: 303-853-7122
- 4) Construction Manager: Sam Gomez: 303-853-7128
- 5) Traffic Operations Superintendent: Dale Arpin: 303-853-7129
- 6) Public Works Engineering: 12200 North Pecos St.: 303-453-8787
- 7) Drainage Engineer/Storm Water Quality: Kelly Hargadin: 303-453-8766

Permits/Documentation:

- 1) Storm Water Management Plan/Permit required prior to obtaining construction permit.
- 2) Construction permits required for all work in Adams County right-of-way.
- 3) Approved street construction plans.
- 4) Approved drainage plans.
- 5) Approved traffic control plans.
- 6) Pavement thickness design.
- 7) Subdivision Improvement agreement/Collateral.
- 8) Any changes to the approved plans must be submitted in writing to Adams County Engineering for approval.

Project Requirements:

- 1) Contact Information
 - a) Owner
 - b) Developer
 - c) Contractor
 - d) Subcontractors (Earthwork, Pipe, Concrete, Paving)
 - e) Emergency Contact
- 2) Notification
 - a) Start date: Estimated completion date:
 - b) 24 hours prior to needing inspection. 48 Hours for weekend inspections.
- 3) Hours of operation
 - a) Monday Friday 8:00 am to 4:00 pm. (Exceptions with prior approval only)
- 4) Geotechnical/Material Testing

Copy of passing density tests required prior to placing base, concrete or asphalt. Mail office copy of test results to project inspector.

- 5) Mix Designs and Material Certifications must be submitted for approval at least 5 business days prior to placement.
 - a) Base course
 - b) Asphalt
 - c) Concrete
 - d) Pipe, shop drawings, etc.
- 6) Each stage of construction requires approval before initiation of subsequent stages. Example: Subgrade inspection, testing and proof-rolling before placement of base course or asphalt.
- 7) Contractor must prevent tracking mud onto adjacent roadways and repair any damage caused by construction activity. Must stop work immediately until corrected.
- 8) Utility coordination/relocation is the developer's responsibility.
- 9) Progress meetings.

Plan Review:

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- 1) Scope of project.
- 2) Problems/concerns.

Preliminary Acceptance:

The Construction Management Section will not recommend the release of building permits for home construction until Preliminary Acceptance is granted.

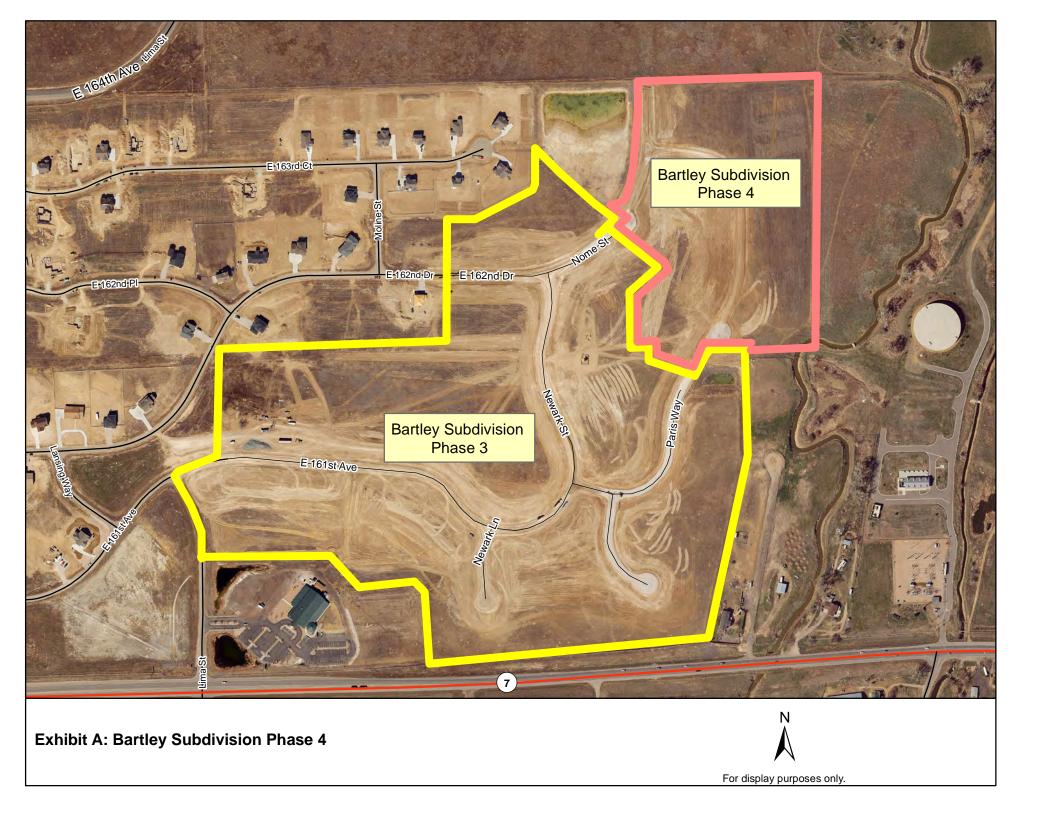
Upon completion of construction the developer must submit and/or fulfill the following requirements:

- 1) Written request for Preliminary Acceptance.
- 2) Drainage Certification.
- 3) Survey Certification.
- 4) Transportation requirements. (Traffic signs)
- 5) Submit final statement of road construction costs.
- 6) Right-of-way/Easements.
- 7) Approved plat.

Upon completion of the above, a Preliminary Acceptance inspection will be performed. If the public improvements are found to be in satisfactory condition, or upon completion of required repairs, the Director of Public Works will grant Preliminary Acceptance formally beginning the guaranty period. Written notice of Preliminary Acceptance will be sent to the developer. It is the responsibility of the developer to maintain the public improvement for one year and until Final Acceptance is granted.

Final Acceptance Process:

- 1) Written request for Final Acceptance.
- 2) On-site inspection.
- 3) Complete repairs.
- Construction Management submits resolution to County Attorney for review. Board of County Commissioners passes resolution accepting improvements for maintenance.
 Written notification of Final Acceptance to the developer will formally end the guaranty period.





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018

SUBJECT: Agreement Regarding Funding Of Major Drainageway Planning And Flood Hazard Area Delineation For Brantner Gulch And Tributaries

FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works

AGENCY/DEPARTMENT: Public Works

HEARD AT STUDY SESSION ON

AUTHORIZATION TO MOVE FORWARD:	YES	
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RECOMMENDED ACTION: The Public Works Department recommends that the Board of County Commissioners Approve the Agreement Regarding Funding Of Major Drainageway Planning And Flood Hazard Area Delineation For Brantner Gulch And Tributaries

BACKGROUND:

An agreement has been drafted to update the drainageway master plan and a flood hazard area delineation report for Brantner Gulch and Tributaries (Project).

Parties to this agreement include Adams County (County), the Urban Drainage and Flood Control District (District), the City of Thornton (Thornton), and the City of Northglenn (Northglenn).

Brantner Gulch was first studied in 1983 with portions of the Brantner Gulch basin re-assessed in 1998 and 2005. The Parties wish to update the entire basin study for Brantner Gulch.

This Agreement will commit the County to a maximum contribution of \$15,000.00 to the Project. The District will contribute \$100,000.00, Thornton will contribute \$80,000.00, and Northglenn will contribute \$5,000 to the Project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, the Urban Drainage and Flood Control District (District), the City of Thornton (Thornton), and the City of Northglenn (Northglenn).

ATTACHED DOCUMENTS:

Resolution Intergovernmental Agreement

FISCAL IMPACT:

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

Fund: 7

Cost Center: 3703

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685	37031801	\$45,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$45,000

New FTEs requested:	YES	🖂 NO

Future Amendment Needed:	YES	🖂 NO
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Additional Note:

RESOLUTION APPROVING AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR BRANTNER GULCH AND TRIBUTARIES

WHEREAS, Adams County (County), the Urban Drainage and Flood Control District, the City of Thornton, and the City of Northglenn, collectively known as (Parties), desire to proceed with development of a drainageway master plan and a flood hazard area delineation report for Brantner Gulch and Tributaries (Project); and,

WHEREAS, the Project is further defined in the Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Brantner Gulch and Tributaries; and,

WHEREAS, the Parties agree to provide their equitable share of the Project costs, estimated not to exceed \$260,000; and,

WHEREAS, the County's maximum contribution to the Project costs has been determined to be \$15,000; and,

WHEREAS, by means of the attached Agreement, the Parties desire to proceed with the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement Regarding Funding Of Major Drainageway Planning And Flood Hazard Area Delineation For Brantner Gulch And Tributaries, a copy of which is attached hereto, and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute the Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Brantner Gulch and Tributaries on behalf of Adams County.

AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR BRANTNER GULCH AND TRIBUTARIES

Agreement No. 18-04.01 Project No. 106971 Agreement Amount \$260,000

THIS AGREEMENT, dated _______, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY OF THORNTON (hereinafter called "THORNTON"), CITY OF NORTHGLENN (hereinafter called "NORTHGLENN"), and ADAMS COUNTY (hereinafter called "ADAMS"); (hereinafter THORNTON, NORTHGLENN and ADAMS shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2018 (Resolution No. 59, Series of 2017) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan and a flood hazard area delineation (FHAD) report for Brantner Gulch and tributaries to Brantner Gulch (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 74, Series of 2017); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. <u>SCOPE OF AGREEMENT</u>

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. <u>PROJECT AREA</u>

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated December 2017, (hereinafter called "AREA").

3. <u>SCOPE OF PROJECT</u>

The purpose of PROJECT is to develop a drainageway master plan and FHAD, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made. Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. The FHAD report preparation and submittal will be concurrent with the second phase of the master plan. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. <u>PUBLIC NECESSITY</u>

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. <u>PROJECT COSTS</u>

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, FHAD and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$260,000.

6. <u>FINANCIAL COMMITMENTS OF PARTIES</u>

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan	Maximum	FHAD
	Percentage Share	Contribution	Contribution
DISTRICT	50.00%	\$100,000	\$60,000
THORNTON	40.00%	\$ 80,000	-
NORTHGLENN	2.50%	\$ 5,000	-
ADAMS	7.50%	\$ 15,000	
TOTAL	100.00%	\$200,000	\$60,000

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (THORNTON - \$80,000; NORTHGLENN - \$5,000; ADAMS - \$15,000; DISTRICT - \$160,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. <u>PROJECT MAPPING</u>

No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, PROJECT SPONSORS shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. MASTER PLANNING AND FHAD

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSORS, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of PROJECT SPONSORS access to the draft and final electronic FHAD report files and draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any PROJECT SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. <u>LIABILITY</u>

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for THORNTON shall be the City Manager, 9500 Civic Center Drive, Thornton, Colorado 80229.
- B. The contracting officer for NORTHGLENN shall be the Mayor, 11701 Community Center Drive, Northglenn, Colorado 80233.
- C. The contracting officer for ADAMS shall be the Engineering Manager, 4430 South Adams County Parkway, Suite 2000B, Brighton, Colorado 80601.
- D. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. <u>RESPONSIBILITIES OF PARTIES</u>

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT SPONSORS agree to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSORS. PROJECT SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSORS by DISTRICT.

15. <u>AMENDMENTS</u>

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. <u>SEVERABILITY</u>

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. <u>APPLICABLE LAWS</u>

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. <u>BINDING EFFECT</u>

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. <u>GOVERNMENTAL IMMUNITIES</u>

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. <u>APPROPRIATIONS</u>

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSORS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PROJECT SPONSORS or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. <u>ILLEGAL ALIENS</u>

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services: "The contractor certifies, warrants, and agrees that the contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the United States Department of Homeland Security and the Social Security Administration E-Verify Program or the Colorado Department of Labor and Employment (CDLE) program established pursuant to 8-17.5-102 (5)(c) C.R.S. The contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a subcontract 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 Agreement. The contractor shall (a) not use the E-Verify Program or the CDLE program

established pursuant to 8-17.5-102 (5)(c) C.R.S., to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) notify the subcontractor and DISTRICT within three days if the contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) comply with the reasonable request made in the course of an investigation, undertake pursuant to 8-17.5-102 (5)(c) C.R.S, by the CDLE. If the contractor participates in the CDLE program, the contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, deliver to DISTRICT a written, notarized affirmation, affirming that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. If the contractor fails to comply with any requirement of this Section or 8-17.5-101 *et seq.* C.R.S, DISTRICT may terminate this Agreement for breach and, if so terminated, the contractor shall be liable for actual and consequential damages.

DISTRICT shall notify the Colorado Office of the Secretary of State if the contractor violates this Section and DISTRICT terminates this Agreement for such a breach.

The contractor acknowledges that the CDLE may investigate whether the contractor is complying with this Section of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this Section."

28. EXECUTION IN COUNTERPARTS - ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

A. Electronic or facsimile delivery of a fully executed copy of a signature page; or

B. The image of the signature of an authorized signer inserted onto PDF format documents. Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatures as of the date and year above written.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Signature_____

Printed Name Ken MacKenzie

Checked By

Title Executive Director

CITY OF THORNTON

Signature_____

Printed Name_____

Title_____

CITY OF NORTHGLENN

Signature_____

Printed Name_____

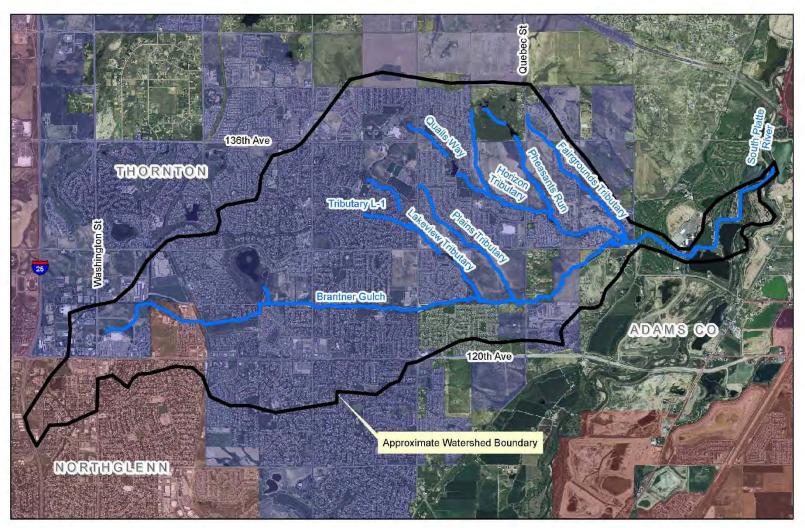
Title_____

ADAMS COUNTY

Signature_____

Printed Name_____

Title_____





Agreement No. 18-04.01 Project No. 106971



EXHIBIT A Brantner Gulch & Triburtaries MDP & FHAD Approximate Study Limits December 2017



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018
SUBJECT: Land Lease
FROM: Dave E. Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution with for a Land Lease with Direct Transportation, LLC – DBA Western Shuttles

BACKGROUND:

The Airport ("Landlord") has a vacant airport parcel, at 5101 Imboden, Rd., Watkins, Colorado 8013. Western Shuttles ("Tenant") would like to lease the parcel and operate a commercial shuttle bus service on it. The Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

- 1. BOCC Draft Resolution
- 2. Land Lease Agreement

FISCAL IMPACT:

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

Fund: 43

Cost Center: 4302

	Object	Subledger	Amount
	Account		
Current Budgeted Revenue:	6440.02		407,219
Additional Revenue not included in Current Budget:	6440.02		12,000
Total Revenues:			419,219

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

New FTEs requested:	· .	YES	🛛 NO
-			

Future Amendment Needed:	YES	🖂 NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING LAND LEASE AGREEMENT BETWEEN ADAMS COUNTY AND DIRECT TRANSPORTATION, LLC, DBA WESTERN SHUTTLES

Resolution 2018-

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Front Range Airport ("Landlord"); and,

WHEREAS, the Landlord has a vacant building, located on this parcel that resides on the airport at 5101 Imboden Rd., Watkins, Colorado 80137; and,

WHEREAS, Direct Transportation, LLC, dba Western Shuttles ("Tenant") would like to lease, and operate a commercial airport shuttle bus service on this parcel; and,

WHEREAS, the Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the attached Land Lease Agreement between Adams County and Direct Transportation, LLC, dba Western Shuttles, is hereby approved.

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

LAND LEASE DIRECT TRANSPORTATION LLC DBA WESTERN SHUTTLES

This lease ("Lease") is made effective this ______ day of ______, 2018 by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Front Range Airport, and Direct Transportation, LLC DBA Western Shuttles, a U.S. company incorporated in the State of Colorado, with offices located at 1086 Mobile Street, Aurora, Colorado, 80011 ("Tenant").

Adams County owns and operates the Front Range Airport ("Airport"), located at 5200 Front Range Parkway, Watkins, Colorado 80137, in Adams County, Colorado.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 5101 Imboden Road, Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. Airport shall continue to utilize the Quonset building for storage.

2. <u>Business Purpose</u>. The Premises shall be used for the operation of a commercial airport shuttle bus service under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The shuttle bus Facility and the leasehold interest created hereby are to be used for staging and maintaining a fleet of shuttle buses for the use of transporting airport users to various hotels, Front Range Airport, and Denver International Airport. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. <u>Term</u>. The initial term of this Lease is 5 years, commencing, August 1, 2018, and ending July 31, 2023. Thereafter, additional five (5) year renewal terms may be offered at the Landlord's sole discretion up to a total of fifty (50) years provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term. 4. <u>Rent</u>. The rent for said leasehold space for the five-year term of this Lease, commencing upon execution hereof, shall be Twelve Thousand and no/100 Dollars (\$12,000.00) per year, computed at the annual rate of One thousand Five Hundred (\$1,500.00) per acre times eight (8) acres as shown on Exhibit "A".

a. <u>Future Rental Periods.</u> Commencing August 1, 2023, and every year thereafter, the annual rental sum shall be increased by 3% per year.

c. <u>Rent payments.</u> The initial rent payment is due upon execution of this Lease, and the annual rental payments thereafter are due the first day of the Lease anniversary month for all years of the Lease after the first year. The annual rental payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. In the event that rent is not paid within ten (10) days of the Lease anniversary month, Tenant shall pay upon any installment of rent a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, equal to five percent (5%) of the amount of such rent (plus accrued late charge penalties, if any) due and payable. The amount of the late charge penalty shall be added to the amount due and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

5. <u>Assignment of Lease</u>. The Tenant may sublease or sell the shuttle bus facility for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. <u>Utilities.</u> Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. Tenant, at its sole expense is responsible for all utility extensions and/or upgrades to any existing or future buildings on the premise with prior consent of the landlord.

7. <u>Taxes</u>. The Tenant shall pay all property and other taxes that are assessed against the Premises.

8. <u>Occupancy</u>. The Premises (for new construction) shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

9. <u>Repair and Maintenance</u>.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

f. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

10. <u>Use</u>. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose.

11. <u>Liens and Insolvency</u>. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

12. <u>Rent After Default</u>. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

13. <u>Access</u>. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

14. <u>Liability Insurance</u>. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

15. <u>Accidents - Indemnity</u>. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

16. <u>Fire Insurance</u>. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

17. <u>Casualty Loss – Application of Proceeds</u>. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

Condemnation. The Landlord may condemn the Premises if it desires to use the 18. Premises for other airport purposes. If it does so, it shall provide a minimum of two years advanced notice and compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

19. <u>Tenant's Right of Cancellation</u>. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

25. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's violation of any of its obligations hereunder, other than failure to pay rent, shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law. Upon Tenant's failure to pay rent within 20 days of the due date, Landlord may terminate this Lease and may evict Tenant pursuant to Colorado law.

26. <u>Nonwaiver of Breach</u>. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

27. <u>Holding Over</u>. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

28. <u>Landlord's Warranties</u>. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

29. <u>Hazardous Substances</u>. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

30. <u>Motor Vehicle Parking</u>. Motor vehicles shall be parked only within designated parking areas.

31. <u>Aircraft Parking</u>. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar.

32. <u>Jurisdiction and Venue</u>. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

33. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

IN WITNESS WHEREOF the parties have executed this Lease this _____ day of 2018.

TENANT:

DIRECT TRANS ADIETATION LC

By: ad iline Eizist

Date: 7 500 20018

LANDLORD:

ATTEST:

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Chairperson

By: County Attorney's Office

Date:

Date:

EXHIBIT "A" Premises

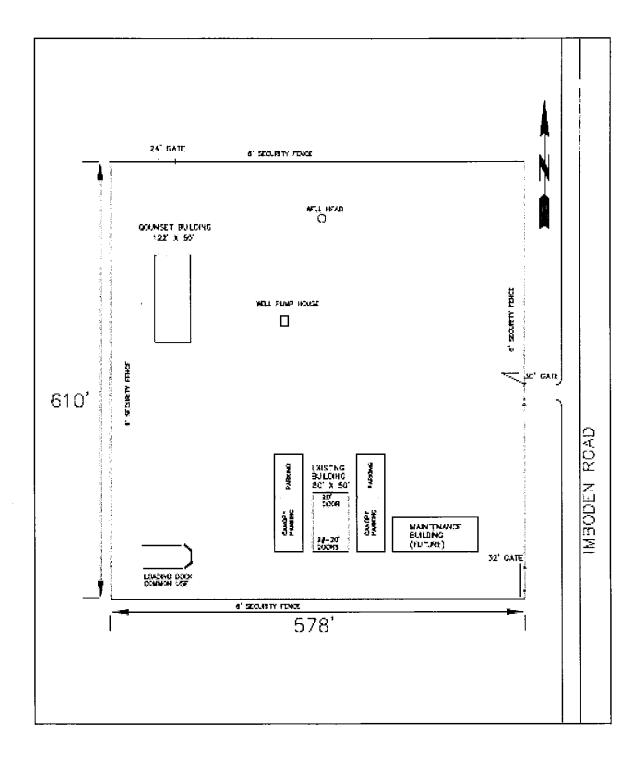


EXHIBIT "B" Page 1 of 2

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. <u>Comprehensive General Liability</u>

In the amount of not less than one million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional

Insured

II. <u>Comprehensive Automobile Liability</u>

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1.Underwriters shall have no right of recovery or subrogation against the Front
Range Airport Authority; it being the intent of the parties that the insurancepoliciesso affected shall protect both parties and be primary coverage for anyand all losses covered by
the described insurance.

 The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.

EXHIBIT "B" Page 2 of 2

- 3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport for payment of any premiums due or for any assessments under any form or any policy.
- 4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018
SUBJECT: Consent to Assignment and Assignment
FROM: Dave E. Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution

BACKGROUND:

In 1998, the Front Range Airport ("Airport") entered into a Land Lease with Ronald C. Webster ("Assignor"), for certain real property known as 37400 50th Avenue, T-23, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to Ronald C. Webster Revocable Living Trust U-A, dated April 18, 2012, and any amendments, ("Trust") and Trust, desires to take assignment of the Lease from Assignor.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

- 1. BOCC Draft Resolution
- 2. Consent to Assignment and Assignment
- 3. Land Lease

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

Future Amendment Needed:	YES	🛛 NO
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Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AND ASSIGNMENT OF LEASE WITH RONALD C. WEBSTER TO RONALD C. WEBSTER REVOCABLE LIVING TRUST U-A, DATED APRIL 18, 2012

Resolution 2018

WHEREAS, in 1998, the Front Range Airport ("Airport") entered into a Land Lease with Ronald C. Webster ("Assignor") for certain real property known as 37400 50th Avenue, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, the Assignor is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to Ronald C. Webster Revocable Living Trust U-A, dated April 18, 2012, and any amendments, ("TRUST") and Trust desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease dated January 14, 1998, from Ronald C. Webster to Ronald C. Webster Revocable Living Trust U-A, dated April 18, 2012, and any amendments, a copy of which is attached hereto, is hereby approved.

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

CONSENT TO ASSIGNMENT AND ASSIGNMENT

THIS AGREEMENT is made among Adams County, Front Range Airport ("AIRPORT"), Ronald C. Webster ("ASSIGNOR") and Ronald C. Webster Revocable Living Trust U-A (TRUST), on the date set forth below.

BASIS FOR AGREEMENT

- A. On January 14, 1998, ASSIGNOR entered into an Lease with the AIRPORT for a site known as 37400 50th Avenue, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7137, ("LEASE"), a copy of which lease is attached hereto as Exhibit A.
- B. ASSIGNOR desires to assign all its right, title and interest in and to the Lease to TRUST, and TRUST desires to take assignment of the Lease from ASSIGNOR.
- C. Under the terms of the Lease, such assignment is subject to approval by AIRPORT.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the Parties agree as follows.

TERMS AND CONDITIONS

- 1. ASSIGNOR hereby assigns all its right, title and interest in and to the Lease to TRUST. The Parties agree that ASSIGNOR shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by ASSIGNOR or arising from ASSIGNOR's tenancy under the Lease from January14, 1998 through the transfer date.
- 2. In accordance with provision of the Lease, AIRPORT herby grants its approval for the assignment of the Lease rights.
- 3. TRUST shall be bound by all the terms and conditions of the new Lease, and in the event of TRUST default, bankruptcy or other event described in the Lease, TRUST indemnifies ASSIGNOR and holds it harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

RONALD C. WEBSTER

TRUST:

RONALD C. WEBSTER REVOCABLE LIVING TRUST U-A

By:		
	Ronald C. Webster	

By: _____ Ronald C. Webster

Date:

Date: _____

CONSENT:

ATTEST:

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

By:	By:	
Chairperson		

Date	

Date: _____

37400 E. 50th are.

LEASE

This lease is effective this 14th day of January, 1998, by Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137 ("Landlord") and Ronald C. Webster, located at 2810 Eaton, Wheatridge, CO 80214 ("Tenant"). This lease cancels and supersedes the lease dated April 16, 1996, between the Front Range Airport Authority and Ronald C. Webster.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant and the Tenant does hereby lease from the Landlord those certain Premises situated at the Front Range Airport, County of Adams, State of Colorado, hereinafter called the ("Premises"), the configuration of and legal description of the Premises are set forth on the site plan attached hereto marked as Exhibit "A" and incorporated herein by this reference as though set forth herein verbatim. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the airport not within the exclusive use of other tenants and Landlord.

2. <u>Business Purpose</u>. The Premises are to be used for the construction and use of aircraft hangar buildings and facilities, which shall be subject to and pursuant to this Lease, and shall not in any way be interpreted as creating or vesting a fee ownership interest in the Tenant or any unit owners to the Premises.

The aircraft hangar building and the leasehold herein are to be used for aeronautical - related purposes including but not limited to parking and storing of aircraft, maintenance and other activities associated with aircraft ownership. Tenant/s are subject to this Lease Agreement, the minimum standards of the Front Range Airport which "minimum standards" shall be provided to Tenant by Landlord from time-to-time as they are amended and all Federal, State and Local ordinances and laws.

3. <u>Term</u>. The initial term of this Lease shall be for twenty years commencing May 1, 1996 and ending at midnight on April 30, 2016. So long as the Tenant is in full compliance with the terms of this lease and the Minimum Standards, as may be changed from time to time, and so long as Tenant remains a financially viable entity and that the Authority has determined that the structural integrity and condition of the building(s) remains good, Landlord shall extend the term of this lease for a five (5) year period. Thereafter, additional five (5) year renewal terms may be offered. Renewal rental rates shall be adjusted according to current land lease rates. Tenant shall provide 90 days prior written notice if it desires to terminate this Lease at the end of the Term or each subsequent renewal period.

4. <u>Rent</u>. The rent for said leasehold space for 1996, the first year of this lease commencing upon execution hereof, shall be \$2,500.47, computed at the prorated, annual rate of .18 cents per square foot, times the building footprint plus fifteen (15) feet or 23,814 square feet as shown on Exhibit A. The total (Premises), for which Tenant is responsible, is three hundred ten (310) feet by one hundred thirty-one (131) feet

or 40,610 square feet. Such rent shall be paid to the landlord on September 1, 1996, and shall be mailed or delivered by hand to 5200 Front Range Parkway, Watkins, Colorado 80137.

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a. Future Rental Periods. Commencing on January 1, 1997, and once every year thereafter the rent shall be \$4,286.52, computed at the annual rate of .18 cents per square foot, with the leasehold space consisting of 23,814 square feet. Commencing January 1, 2002, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 23,814 square feet as shown on Exhibit "A", footprint of the leasehold space.

b. Late Charges. The annual rent shall be due and owing as of the first day of each lease-year, commencing January 1, 1997. In the event rent is not timely paid, Landlord may assess, and the Tenant shall pay upon any installment of rent or portion thereof not paid within ten (10) days after such rent installment is due and payable, a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, within ten (10) days after due date, equal to five percent (5%) of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of the late charge penalty shall be added to the amount due each month and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

5. <u>Assignment of Lease: Release of Lessee</u>. Tenant shall not assign, transfer, encumber or otherwise pledge any or all part of Tenant's interest or obligation of this agreement without the written consent of the Landlord and such consent will not be unreasonably withheld.

6. Buildings Constructed on Premises. Any construction of buildings and roads proposed on the Premises shall be approved by the Landlord in writing prior to commencement of construction. Any buildings and roads so constructed shall be done strictly in accordance with the full design plans and specifications, including drawings and elevations showing the dimensions, appearance, interior characteristics, and color of the finished buildings, to be filed with the Landlord and approved by the Landlord prior to commencing construction. Tenant agrees to construct a hangar, two hundred ninety four (294) by fifty-one (51) feet, two aprons having a single wheel aircraft weight bearing capacity of not less than 12,500 pounds. The East apron shall be forty (40) by three hundred ten (310) feet. The West Apron shall be forty (40) by three hundred ten (310) feet. The buildings shall be placed upon the lot at the location shown on the plot plan submitted to the Adams County Building Department, which must be first approved by the Front Range Airport Authority. Any excess soil from this construction shall be removed from the site by the Tenant. All buildings shall be used for the business purpose (s) set forth in paragraph 2 of this Lease. All work shall be warranted for a period of two years by the Tenant and Tenant agrees to correct any work which proves defective or deficient without cost to the Landlord. This warranty can not be assigned, transferred or delegated to subsequent Tenants unless otherwise agreed to by Landlord.

a. Unless construction of the buildings to be located upon the Premises, as set forth in Exhibit A to this Lease, is commenced within one hundred eighty (180) days of the date this Lease is executed, this agreement shall become null and void unless Landlord agrees to a longer period and Tenant shall be entitled to all advanced rents and other fees paid to Landlord. Tenant shall complete the hangar and have a Certificate of Occupancy no later than 120 days after the start of construction.

It shall be the responsibility of the Tenant to secure at Tenant's sole expense all permits, legal descriptions, Exhibit "A" and approvals required for the use of the Premises and construction of any buildings thereon.

7. <u>Repairs</u>. Tenant will at all times keep the Premises neat, clean and in a sanitary condition, and will replace any glass of all broken windows and doors of the buildings as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times present the Premises in as good repair as they are at the commencement of this Lease. All repairs shall be at Tenant's sole cost and expense.

8. <u>Utilities</u>. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the of the Premises. The Tenant must provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground and after installation pavement shall be repaired according to airport standards or at Landlords request. The Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. <u>Taxes</u>. The Tenant hereby covenants and agrees to pay all property and other taxes that are assessed against the Premises during the terms of this Lease. Taxes shall be paid not later than November 15 of each tax year commencing with the first tax statement received by Tenant.

10. <u>No Occupancy of Building(s) Prior To Issuance Of Certificate of</u> <u>Occupancy</u>. The Tenant shall not occupy or use any buildings hereafter erected on the Premises until a certificate of occupancy thereof shall have been issued.

11. <u>Structure Repair and Maintenance</u>. The Tenant agrees at its expense, without cost or expense to the Landlord, during the terms hereof, to keep the Premises and improvements thereof and thereon in good and usable repair and maintenance and the improvements in a safe, sanitary, orderly and sightly condition. The Premises shall, at all times, be maintained in accordance with any applicable Building Code of Adams County, as adopted, amended or modified from time to time as required by law. Without limiting the foregoing:

a. <u>Good Condition</u>. Tenant shall keep leased Premises in good order and condition as set out above and will do all necessary and appropriate

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maintenance. If Tenant fails to so maintain the Premises, the Landlord, after (30) days written notice to Tenant, may, but shall not be obligated to, perform such maintenance and the cost thereof shall be invoiced to the Tenant by Landlord, for immediate payment.

b. <u>Removal of Waste</u>. Tenant shall be responsible for the placement and charges of suitable trash containers for the removal of waste. Tenant shall not permit rubbish, debris, waste materials, or anything noxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased Premises or to be disposed of improperly. Tenant shall not permit any wastes, liquids, or other material to become a part of the influence to the Landlord's sewage plant which would cause malfunction of the plant equipment or impede the normal chemical and biological workings of the plant process system.

c. <u>Snow Removal and Maintenance</u>. Tenant shall be responsible for the cost of removing snow from and maintaining the cleanliness of leasehold paved areas as shown on Exhibit "A".

d. <u>Repair</u>. Tenant agrees to repair and maintain the parking spaces and apron within the leased premises so that surface and subsurface conditions are safe and structurally sound.

12. <u>Use</u>. The Tenant shall conduct and carry on in the Premises only the business for which the Premises are leased, and shall not use the Premises for illegal purposes.

13. Liens and Insolvency. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if receiver, assignee, or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this Lease through appropriate legal means.

14. Assignment

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a. <u>Rentals</u>. Tenant may rent or sell hangar space for the purpose described in paragraph 2 of this Lease for a term in which the Tenant determines in its sole discretion, provided (1) the Tenant submits and receives Landlord approval of the proposed sale or rental of lease space; (2) the Tenant keeps the Landlord informed of the name, address, telephone number and aircraft registration number of all current hangar number and aircraft registration number of all current hangar subtenants; and (3) the subtenant must abide by the terms of this Lease.

b. <u>Default</u>. If all or any part of the Premises are sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from any and all subtenants or occupants, but such collection shall not be deemed a waiver of any agreement, term, covenant, or condition thereof, nor the acceptance by the Landlord of any subtenant or occupant as tenant.

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15. <u>Access</u>. The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours' notice to the Premises during normal business hours for the purpose of inspection. Nothing herein shall be construed in any way as limiting the authority of the Landlord's building official under existing law. In case of any emergency, the Landlord shall have immediate access.

16. Liability Insurance. Tenant shall at all times carry and maintain liability insurance in a company or companies which are acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever, including owned, non-owned, and hired automobiles, to the extent required in Exhibit "B" attached hereto and incorporated herein. Landlord shall be named in all such policies as an additional named insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be canceled without the company first giving Landlord at least thirty (30) days written notice.

17. <u>Accidents-Indemnity</u>. All personal property on said leased premises shall be at the risk of the Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by the Tenant or others, caused by defects now at said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenances thereof becoming out of repair, or caused by fire, or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act of Tenant or other occupant(s) of the building(s), or any other person(s), or due to the happening of any accident from any cause in or about said buildings.

18. <u>Fire Insurance</u>. The Tenant shall at all times and during construction carry at its own expense fire insurance, hazard insurance, and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the Premises acceptable to the Landlord, which policy or policies shall name the Landlord as an additional named insured, and to the extent of Landlords improvements upon the property, if any. The original policy, a duplicate certified true copy, or such other evidence of insurance as the Landlord shall have agreed in writing to accept, shall be on deposit with the Landlord at all times during the term hereof. Each such policy shall provide that the policy may not be canceled without the company first giving the Landlord at least thirty (30) days prior written notice. No such policy shall contain a deductible clause greater than ONE THOUSAND DOLLARS (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

19. Application of Fire Insurance Proceeds in the Event of Loss. If any building(s) on the premises is partial or totally destroyed by fire, earthquake, or other casualty during the term of this Lease, the proceeds of insurance shall be used for the purpose of rebuilding such building(s) and or clean up. The proceeds shall first be applied to the cost of clean-up to the extent required by the Landlord. It is understood that if the Tenant sublets the premises and passes the expense of fire, earthquake, or other casualty

insurance or of liability insurance on to the subtenant, the Tenant will require all insurance policies to name both the Landlord and Tenant (but as Landlord thereunder) as insured parties as required above, as their interests may appear.

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Any sublease declaration shall reflect the provisions of this Lease as to the selection of the insurer and the amount and nature of the coverage.

20. Recovery of Leased Premises. The Landlord is authorized to recover the leased premises from the Tenant in the event that the Airport determines the premises are required for another airport purpose. In the event such a determination is made and Landlord elects to recover the Premises, Landlord shall compensate Tenant for the value of the remainder of this Lease and the improvements on the premises based upon a twenty five (25) year Lease term. In the event of disagreement as to the value of the remainder of this Lease and the improvements on the premises, Landlord and Tenant agree to each retain an appraiser to determine the value of the remainder of this Lease and the improvements on the premises and the improvements on the premises. If those appraisers are unable to agree on the value, a third appraiser shall be appointed by the two appraisers and that appraisers valuation shall be conclusive and binding upon both parties. The value of the improvements shall be prorated based upon the remaining length of this twenty year Lease, unless prior notice of termination, the Premises shall be surrendered by Tenant to Landlord without regard to this provision.

21. <u>Tenants Right of Cancellation</u>. In addition to any other remedies available to the Tenant, this agreement shall be subject to cancellation by the Tenant should any one or more of the following events occur.

a. <u>Abandonment of Airport</u>. The permanent abandonment of the Airport as an operating airport by act or decision of the Landlord. Tenant would be entitled to retake the hangar on the premises and be entitled to recover prepaid rent.

b. <u>Supervening Event</u>. The occurrence of any act of God which precludes the Tenant, from the use of the property for the purposes enumerated herein or from the use of airport facilities for a period of at least six months; however, neither Tenant nor Landlord shall have any liability under this subparagraph for any act of God under any theory on which recovery may be sought;

c. <u>Landlord Breach of Lease</u>. The breach by the Landlord of any of the covenants, terms or conditions of this agreement to be kept, performed and observed by the Landlord and the failure to remedy such breach within a period of sixty (60) days after written notice from the Tenant of the occurrence of the breach;

22. <u>Improvements After Termination of Lease</u>. Upon termination of this Lease the buildings, alterations, additions, and improvements made by the Tenant to the property shall be removed by Tenant at Tenants sole expense and premises surrendered in the same condition as existed at the time of execution of this Lease.

23. <u>Notice</u>. All notices and consents hereunder shall be given in writing, delivered in person, or mailed by certified mail, return receipt requested, postage

prepaid, to the Front Range Airport Authority, with a copy to the Director of Aviation at its address below, Front Range Airport Authority, 5200 Front Range Parkway, Watkins, Colorado 80137-7131, the Board of County Commissioners at 450 South 4th Avenue, Brighton, Colorado 80601 and to the Tenant, Ronald C. Webster, 2810 Eaton, Wheatridge, CO 80214.

24. <u>Governmental Fees</u>. All fees due under applicable law to the City, County or State on account of any inspection made on leased Premises by any officer thereof shall be paid by the Tenant.

a. <u>Signs</u>. All signs and symbols placed in the windows or doors or elsewhere about the Premises, or upon the exterior part of the buildings, shall be subject to the approval of the Landlord or Landlords agents. In the event the Tenant places signs or symbols on the exterior of said buildings or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand removal of such signs or symbols at the cost of Tenant, and the refusal of the Tenant to comply with such demand within a reasonable time will entitle the Landlord to immediately remove said signs at Tenants expense. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that the Tenant will remove same at the termination of the tenancy herein, and if not by Tenant, then the Landlord may have same removed at Tenant's expense. In installing any signs the Tenant shall conform to all requirements of applicable laws and regulations and pay applicable fees.

25. Default and Re-entry. Unless resulting from events enumerated in paragraphs 19 and 20 herein, if any rents above reserved or any part thereof shall be and remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements herein contained, the Landlord may cancel this Lease upon giving 60 days written notice to the Tenant. If the default or violation is not cured within said 60 days, the Lease shall then be canceled at the end of the said 60 days and the parties' obligations pursuant to the terms of this Lease shall terminate at that time. Tenant shall be entitled to any advance rents or other fees paid in advance and Landlord shall then be entitled to re-take the Premises. If Tenant refuses to remove itself from the premises, Landlord will then have the Tenant removed pursuant to Colorado statute.

26. <u>Breach of Lease by Tenant</u>. In the event of breach of any condition or term of this Agreement by Tenant, the Landlord shall have the right to terminate this Lease upon 60 days written notice if Tenant does not cure any default within the said 60 day period.

27. <u>Nonwaiver of Breach</u>. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease, shall not be construed to be a waiver or relinquishment of any such strict performance, or any other covenants or agreements, but the same shall be and remain in full force and effect.

28. <u>Hold Over</u>. Should the Tenant hold over after the expiration of the term of this Lease, Tenant agrees to pay Landlord rent pursuant to the terms of this Lease.

29. <u>Landlord's Ownership</u>. Landlord warrants that it is the owner of the Premises and that it has the right to lease the Premises under the terms of this Lease.

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30. <u>Hazardous Substances</u>. The Landlord warrants that the Premises being leased hereunder are free from contamination from hazardous substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. <u>Motor Vehicle Parking on Premises</u>. Parking of vehicles will be permitted only in designated parking area or within the hangars. Only operational vehicles will be parked on Tenants Premises.

32. <u>Parking Aircraft on Premises</u>. Tenant shall not park or leave aircraft on taxiways or on pavement adjacent to the premises in a manner which unduly interferes with or obstructs access to adjacent hangars. Only airworthy aircraft will be parked on Tenants apron.

33. <u>Venue</u>. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue for any and all claims, controversies, disputes and disagreements arising out of this agreement or the breach thereof.

34. <u>Site Plan</u>. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire leased Premises with all of those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures which the Tenant anticipates may be placed on the Premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting;
- h. Location of taxiway ingress and egress.

35. <u>Completion of Improvement</u>. Tenant agrees to complete the improvements in complete compliance with the terms of this agreement. Should Tenant fail to complete construction of the building pursuant to the terms of Section 6., Tenant agrees to pay Front Range Airport Authority the sum of monies as shall be necessary for Front Range Airport Authority or its designee to satisfactorily complete the improvements. Such monies shall be paid to Front Range Airport Authority within 30 days from receipt of invoice.

36. <u>Indemnification</u>. Tenant assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Tenant covenants and agrees that it will indemnify and save harmless Landlord from all demands, claims, costs, causes of action or judgment, from all expenses that be incurred, in investigating or resisting the same, arising from or growing out of acts or omissions of Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with its occupancy or their occupancy of any portion of Front Range Airport, including the leased premises.

37. <u>Legal Description</u>. At the completion of the project, the Tenant is responsible for providing Landlord with a legal description of the site and structures including the location of utilities. If the legal description is greater than 5% or less than 5% of the square footage of the building the legal description shall be used to compute land lease fees effective with the effective date of the lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the 14th day of January, 1998.

Attest: Secretary

Landlord: Front Range Airport Authority

By

Perry Miller, Chairman

Adams County Board of Commissioners

Ted Strickland, Chairman

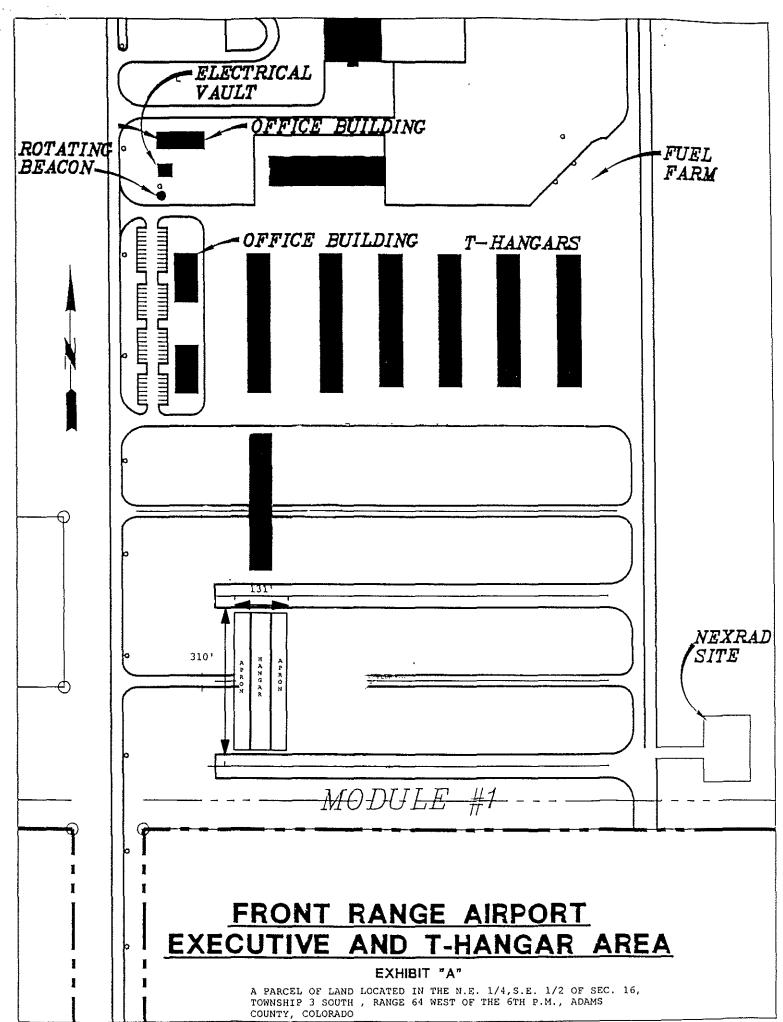
Tenant:

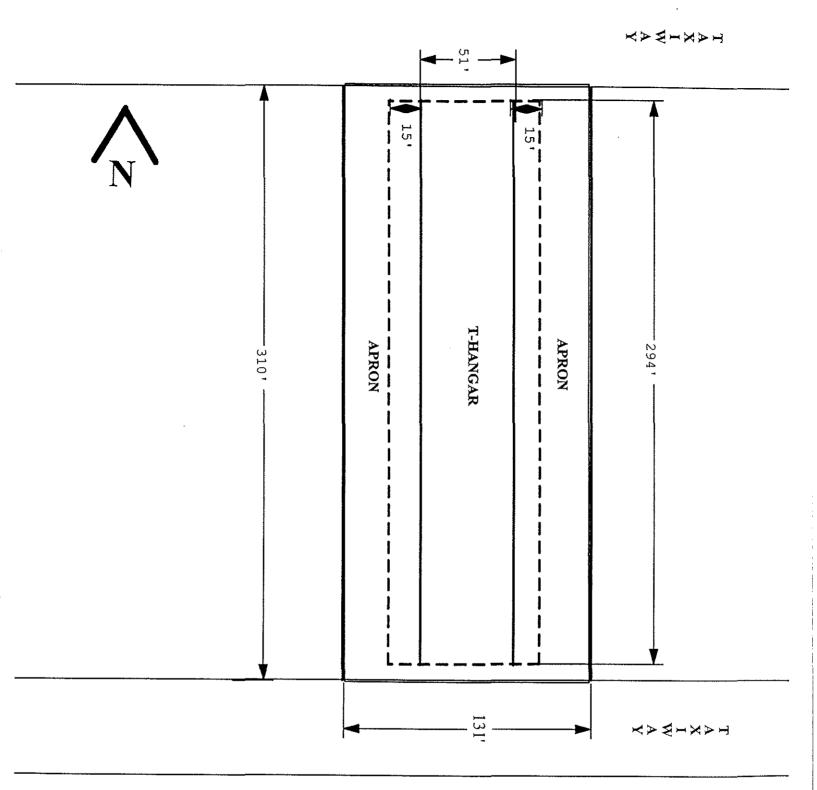
By

Ronald C. Webster

approved as to form

WINDCHRR.DOC





FRONT RANGE AIRPORT

Exhibit "A"

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NOTE The tenant is responsible for construction and maintenance cost of the Premises as described in the lease.

EXHIBIT B

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INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. <u>Comprehensive General Liability</u>

In the amount of not less than one million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured
- II. <u>Comprehensive Automobile Liability</u>

In the amount of not less than \$600,000 combined single limit for bodily injury and property damage.

III. <u>Employers Liability, Worker's Compensation and Unemployment</u> Insurance

> The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; 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 covered by the described insurance.

- 2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
- 3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.
- 4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish deliver an maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018
SUBJECT: Consent to Assignment and Assignment
FROM: Dave E. Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution

BACKGROUND:

In 1998, the Front Range Airport ("Airport") entered into a Land Lease with Ronald C. Webster ("Assignor"), for certain real property known as 37450 50th Avenue, T-33, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to Ronald C. Webster Revocable Living Trust U-A, dated April 18, 2012, and any amendments, ("Trust") and Trust, desires to take assignment of the Lease from Assignor.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

- 1. BOCC Draft Resolution
- 2. Consent to Assignment and Assignment
- 3. Land Lease

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

Future Amendment Needed:	YES	🛛 NO
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Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AND ASSIGNMENT OF LEASE WITH RONALD C. WEBSTER TO RONALD C. WEBSTER REVOCABLE LIVING TRUST U-A, DATED APRIL 18, 2012

Resolution 2018

WHEREAS, in 1998, the Front Range Airport ("Airport") entered into a Land Lease with Ronald C. Webster ("Assignor") for certain real property known as 37450 50th Avenue, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, the Assignor is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to Ronald C. Webster Revocable Living Trust U-A, dated April 18, 2012, and any amendments, ("TRUST") and Trust desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease dated January 14, 1998, from Ronald C. Webster to Ronald C. Webster Revocable Living Trust U-A, dated April 18, 2012, and any amendments, a copy of which is attached hereto, is hereby approved.

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

CONSENT TO ASSIGNMENT AND ASSIGNMENT

THIS AGREEMENT is made among Adams County, Front Range Airport ("AIRPORT"), Ronald C. Webster ("ASSIGNOR") and Ronald C. Webster Revocable Living Trust (TRUST), on the date set forth below.

BASIS FOR AGREEMENT

- A. On January 14, 1998, ASSIGNOR entered into an Lease with the AIRPORT for a site known as 37450 50th Avenue, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7137, ("LEASE"), a copy of which lease is attached hereto as Exhibit A.
- B. ASSIGNOR desires to assign all its right, title and interest in and to the Lease to TRUST, and TRUST desires to take assignment of the Lease from ASSIGNOR.
- C. Under the terms of the Lease, such assignment is subject to approval by AIRPORT.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the Parties agree as follows.

TERMS AND CONDITIONS

- 1. ASSIGNOR hereby assigns all its right, title and interest in and to the Lease to TRUST. The Parties agree that ASSIGNOR shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by ASSIGNOR or arising from ASSIGNOR's tenancy under the Lease from January14, 1998 through the transfer date.
- 2. In accordance with provision of the Lease, AIRPORT herby grants its approval for the assignment of the Lease rights.
- 3. TRUST shall be bound by all the terms and conditions of the new Lease, and in the event of TRUST default, bankruptcy or other event described in the Lease, TRUST indemnifies ASSIGNOR and holds it harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

RONALD C. WEBSTER

TRUST:

RONALD C. WEBSTER REVOCABLE LIVING TRUST

By:		
	Ronald C. Webster	

By: _____ Ronald C. Webster

Date: _____

Date: _____

CONSENT:

ATTEST:

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

By:	By:
Chairperson	

Date: _____

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on <u>WEDNESDAY</u> the <u>4TH</u> day of <u>FEBRUARY</u>. 1998 there were present:

Ted L. Strickland		Chairman
Martin J. Flaum		Commissioner
Elaine T. Valente	Excused	Commissioner
Rita M. Connerly		County Attorney
Lucy Trujillo, Deputy		Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

<u>RESOLUTION TO APPROVE A LAND LEASE BETWEEN RONALD C. WEBSTER AND THE</u> <u>FRONT RANGE AIRPORT AUTHORITY FOR A T-HANGAR SITE AT 37450 E. 50TH</u> <u>AVENUE</u>

WHEREAS, the Front Range Airport Authority (the "Authority") was created pursuant to the Public Airport Authority Act, Article 3 of Title 41, Colorado Revised Statutes (the "Law"), on September 27, 1982, by the Board of County Commissioners of Adams County; and,

WHEREAS, the Authority has constructed and financed a general aviation airport (the "Airport") in Adams County, Colorado; and,

WHEREAS, the Authority and the County are authorized by the law to enter into contracts and agreements affecting the affairs of the Airport; and,

WHEREAS, the Front Range Airport Authority has hangar sites available and desires that private investors build aeronautical structures on the Airport; and,

WHEREAS, Ronald C. Webster has negotiated with the Front Range Airport Authority for land on which to erect a fifty-one by two hundred ninety-four foot hangar; and,

WHEREAS, the Board of County Commissioners must approve any raise or increase in revenue; C.R.S. §41-3-105(5)(h).

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the Lease dated January 14, 1998, for the period commencing September 1, 1996, and ending at midnight on September 1, 2016, between Ronald C. Webster and the Front Range Airport Authority for the construction of a fifty-one by two hundred ninety-four foot hangar be approved upon the condition that Ronald C. Webster provide evidence of financial capability to complete the project and meet pre-construction requirements as previously communicated in writing by the Airport staff.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

)

Strickland	Aye
Flaum	Aye
Valente	Excused
Co	mmissioners

STATE OF COLORADO County of Adams

I, <u>Robert Sack</u>, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 4TH day of FEBRUARY, A.D. 1998.

County Clerk and ex-officio Clerk of the Board of County Commissioners



Robert Sag Deputy

37450 E. 50th are.

LEASE

This lease is effective this 14th day of January, 1998, by Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137 ("Landlord") and Ronald C. Webster, located at 2810 Eaton, Wheatridge, CO 80214 ("Tenant"). This lease cancels and supersedes the lease dated July 9, 1996, between the Front Range Airport Authority and Ronald C. Webster.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant and the Tenant does hereby lease from the Landlord those certain Premises situated at the Front Range Airport, County of Adams, State of Colorado, hereinafter called the ("Premises"), the configuration of and legal description of the Premises are set forth on the site plan attached hereto marked as Exhibit "A" and incorporated herein by this reference as though set forth herein verbatim. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the airport not within the exclusive use of other tenants and Landlord.

2. <u>Business Purpose</u>. The Premises are to be used for the construction and use of aircraft hangar buildings and facilities, which shall be subject to and pursuant to this Lease, and shall not in any way be interpreted as creating or vesting a fee ownership interest in the Tenant or any unit owners to the Premises.

The aircraft hangar building and the leasehold herein are to be used for aeronautical - related purposes including but not limited to parking and storing of aircraft, maintenance and other activities associated with aircraft ownership. Tenant/s are subject to this Lease Agreement, the minimum standards of the Front Range Airport which "minimum standards" shall be provided to Tenant by Landlord from time-to-time as they are amended and all Federal, State and Local ordinances and laws.

3. <u>Term</u>. The initial term of this Lease shall be for twenty years commencing September 1, 1996 and ending at midnight on September 1, 2016. So long as the Tenant is in full compliance with the terms of this lease and the Minimum Standards, as may be changed from time to time, and so long as Tenant remains a financially viable entity and that the Authority has determined that the structural integrity and condition of the building(s) remains good, Landlord shall extend the term of this lease for a five (5) year period. Thereafter, additional five (5) year renewal terms may be offered. Renewal rental rates shall be adjusted according to current land lease rates. Tenant shall provide 90 days prior written notice if it desires to terminate this Lease at the end of the Term or each subsequent renewal period.

4. <u>Rent</u>. The rent for said leasehold space for 1996, the first year of this lease commencing upon execution hereof, shall be \$1,428.84, computed at the prorated, annual rate of .18 cents per square foot, times the building footprint plus fifteen (15) feet or 23,814 square feet as shown on Exhibit A. The total (Premises), for which Tenant is responsible, is three hundred ten (310) feet by one hunred fifty-on (151) feet or

46,810 square feet. Such rent shall be paid to the landlord on September 1, 1996, and shall be mailed or delivered by hand to 5200 Front Range Parkway, Watkins, Colorado 80137.

a. Future Rental Periods. Commencing on January 1, 1997, and once every year thereafter the rent shall be \$4,286.52, computed at the annual rate of .18 cents per square foot, with the leasehold space consisting of 23,814 square feet. Commencing January 1, 2002, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 23,814 square feet as shown on Exhibit "A", footprint of the leasehold space.

b. Late Charges. The annual rent shall be due and owing as of the first day of each lease-year, commencing January 1, 1997. In the event rent is not timely paid, Landlord may assess, and the Tenant shall pay upon any installment of rent or portion thereof not paid within ten (10) days after such rent installment is due and payable, a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, within ten (10) days after due date, equal to five percent (5%) of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of the late charge penalty shall be added to the amount due each month and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

5. <u>Assignment of Lease: Release of Lessee</u>. Tenant shall not assign, transfer, encumber or otherwise pledge any or all part of Tenant's interest or obligation of this agreement without the written consent of the Landlord and such consent will not be unreasonably withheld.

6. Buildings Constructed on Premises. Any construction of buildings and roads proposed on the Premises shall be approved by the Landlord in writing prior to commencement of construction. Any buildings and roads so constructed shall be done strictly in accordance with the full design plans and specifications, including drawings and elevations showing the dimensions, appearance, interior characteristics, and color of the finished buildings, to be filed with the Landlord and approved by the Landlord prior to commencing construction. Tenant agrees to construct a hangar, two hundred ninety four (294) by fifty one (51) feet, two aprons having a single wheel aircraft weight bearing capacity of not less than 12,500 pounds. The East apron shall be forty (40) by three hundred ten (310) feet. The West Apron shall be sixty (60) by three hundred ten (310) feet. The buildings shall be placed upon the lot at the location shown on the plot plan submitted to the Adams County Building Department, which must be first approved by the Front Range Airport Authority. Any excess soil from this construction shall be removed from the site by the Tenant. All buildings shall be used for the business purpose (s) set forth in paragraph 2 of this Lease. All work shall be warranted for a period of two years by the Tenant and Tenant agrees to correct any work which proves defective or deficient without cost to the Landlord. This warranty can not be assigned, transferred or delegated to subsequent Tenants unless otherwise agreed to by Landlord.

a. Unless construction of the buildings to be located upon the Premises, as set forth in Exhibit A to this Lease, is commenced within one hundred eighty (180) days of the date this Lease is executed, this agreement shall become null and void unless Landlord agrees to a longer period and Tenant shall be entitled to all advanced rents and other fees paid to Landlord. Tenant shall complete the hangar and have a Certificate of Occupancy no later than 120 days after the start of construction.

. .

It shall be the responsibility of the Tenant to secure at Tenant's sole expense all permits, legal descriptions, Exhibit "A" and approvals required for the use of the Premises and construction of any buildings thereon.

7. Repairs. Tenant will at all times keep the Premises neat, clean and in a sanitary condition, and will replace any glass of all broken windows and doors of the buildings as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times present the Premises in as good repair as they are at the commencement of this Lease. All repairs shall be at Tenant's sole cost and expense.

8. <u>Utilities</u>. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the of the Premises. The Tenant must provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground and after installation pavement shall be repaired according to airport standards or at Landlords request. The Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. <u>Taxes</u>. The Tenant hereby covenants and agrees to pay all property and other taxes that are assessed against the Premises during the terms of this Lease. Taxes shall be paid not later than November 15 of each tax year commencing with the first tax statement received by Tenant.

10. <u>No Occupancy of Building(s) Prior To Issuance Of Certificate of</u> <u>Occupancy</u>. The Tenant shall not occupy or use any buildings hereafter erected on the Premises until a certificate of occupancy thereof shall have been issued.

11. <u>Structure Repair and Maintenance</u>. The Tenant agrees at its expense, without cost or expense to the Landlord, during the terms hereof, to keep the Premises and improvements thereof and thereon in good and usable repair and maintenance and the improvements in a safe, sanitary, orderly and sightly condition. The Premises shall, at all times, be maintained in accordance with any applicable Building Code of Adams County, as adopted, amended or modified from time to time as required by law. Without limiting the foregoing:

a. <u>Good Condition</u>. Tenant shall keep leased Premises in good order and condition as set out above and will do all necessary and appropriate

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maintenance. If Tenant fails to so maintain the Premises, the Landlord, after (30) days written notice to Tenant, may, but shall not be obligated to, perform such maintenance and the cost thereof shall be invoiced to the Tenant by Landlord, for immediate payment.

b. <u>Removal of Waste</u>. Tenant shall be responsible for the placement and charges of suitable trash containers for the removal of waste. Tenant shall not permit rubbish, debris, waste materials, or anything noxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased Premises or to be disposed of improperly. Tenant shall not permit any wastes, liquids, or other material to become a part of the influence to the Landlord's sewage plant which would cause malfunction of the plant equipment or impede the normal chemical and biological workings of the plant process system.

c. <u>Snow Removal and Maintenance</u>. Tenant shall be responsible for the cost of removing snow from and maintaining the cleanliness of leasehold paved areas as shown on Exhibit "A".

d. <u>Repair</u>. Tenant agrees to repair and maintain the parking spaces and apron within the leased premises so that surface and subsurface conditions are safe and structurally sound.

12. <u>Use</u>. The Tenant shall conduct and carry on in the Premises only the business for which the Premises are leased, and shall not use the Premises for illegal purposes.

13. <u>Liens and Insolvency</u>. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if receiver, assignee, or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this Lease through appropriate legal means.

14. Assignment

a. <u>Rentals</u>. Tenant may rent or sell hangar space for the purpose described in paragraph 2 of this Lease for a term in which the Tenant determines in its sole discretion, provided (1) the Tenant submits and receives Landlord approval of the proposed sale or rental of lease space; (2) the Tenant keeps the Landlord informed of the name, address, telephone number and aircraft registration number of all current hangar number and aircraft registration number of all current hangar subtenants; and (3) the subtenant must abide by the terms of this Lease.

b. <u>Default</u>. If all or any part of the Premises are sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from any and all subtenants or occupants, but such collection shall not be deemed a waiver of any agreement, term, covenant, or condition thereof, nor the acceptance by the Landlord of any subtenant or occupant as tenant. 15. <u>Access</u>. The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours' notice to the Premises during normal business hours for the purpose of inspection. Nothing herein shall be construed in any way as limiting the authority of the Landlord's building official under existing law. In case of any emergency, the Landlord shall have immediate access.

16. <u>Liability Insurance</u>. Tenant shall at all times carry and maintain liability insurance in a company or companies which are acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever, including owned, non-owned, and hired automobiles, to the extent required in Exhibit "B" attached hereto and incorporated herein. Landlord shall be named in all such policies as an additional named insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be canceled without the company first giving Landlord at least thirty (30) days written notice.

17. <u>Accidents-Indemnity</u>. All personal property on said leased premises shall be at the risk of the Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by the Tenant or others, caused by defects now at said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenances thereof becoming out of repair, or caused by fire, or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act of Tenant or other occupant(s) of the building(s), or any other person(s), or due to the happening of any accident from any cause in or about said buildings.

18. Fire Insurance. The Tenant shall at all times and during construction carry at its own expense fire insurance, hazard insurance, and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the Premises acceptable to the Landlord, which policy or policies shall name the Landlord as an additional named insured, and to the extent of Landlords improvements upon the property, if any. The original policy, a duplicate certified true copy, or such other evidence of insurance as the Landlord shall have agreed in writing to accept, shall be on deposit with the Landlord at all times during the term hereof. Each such policy shall provide that the policy may not be canceled without the company first giving the Landlord at least thirty (30) days prior written notice. No such policy shall contain a deductible clause greater than ONE THOUSAND DOLLARS (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

19. Application of Fire Insurance Proceeds in the Event of Loss. If any building(s) on the premises is partial or totally destroyed by fire, earthquake, or other casualty during the term of this Lease, the proceeds of insurance shall be used for the purpose of rebuilding such building(s) and or clean up. The proceeds shall first be applied to the cost of clean-up to the extent required by the Landlord. It is understood that if the Tenant sublets the premises and passes the expense of fire, earthquake, or other casualty

insurance or of liability insurance on to the subtenant, the Tenant will require all insurance policies to name both the Landlord and Tenant (but as Landlord thereunder) as insured parties as required above, as their interests may appear.

Any sublease declaration shall reflect the provisions of this Lease as to the selection of the insurer and the amount and nature of the coverage.

20. Recovery of Leased Premises. The Landlord is authorized to recover the leased premises from the Tenant in the event that the Airport determines the premises are required for another airport purpose. In the event such a determination is made and Landlord elects to recover the Premises, Landlord shall compensate Tenant for the value of the remainder of this Lease and the improvements on the premises based upon a twenty five (25) year Lease term. In the event of disagreement as to the value of the remainder of this Lease and the improvements on the premises, Landlord and Tenant agree to each retain an appraiser to determine the value of the remainder of this Lease and the improvements on the premises and the improvements on the premises. If those appraisers are unable to agree on the value, a third appraiser shall be appointed by the two appraisers and that appraisers valuation shall be conclusive and binding upon both parties. The value of the improvements shall be prorated based upon the remaining length of this twenty year Lease, unless prior notice of termination, the Premises shall be surrendered by Tenant to Landlord without regard to this provision.

21. <u>Tenants Right of Cancellation</u>. In addition to any other remedies available to the Tenant, this agreement shall be subject to cancellation by the Tenant should any one or more of the following events occur.

a. <u>Abandonment of Airport</u>. The permanent abandonment of the Airport as an operating airport by act or decision of the Landlord. Tenant would be entitled to retake the hangar on the premises and be entitled to recover prepaid rent.

b. <u>Supervening Event</u>. The occurrence of any act of God which precludes the Tenant, from the use of the property for the purposes enumerated herein or from the use of airport facilities for a period of at least six months; however, neither Tenant nor Landlord shall have any liability under this subparagraph for any act of God under any theory on which recovery may be sought;

c. <u>Landlord Breach of Lease</u>. The breach by the Landlord of any of the covenants, terms or conditions of this agreement to be kept, performed and observed by the Landlord and the failure to remedy such breach within a period of sixty (60) days after written notice from the Tenant of the occurrence of the breach;

22. <u>Improvements After Termination of Lease</u>. Upon termination of this Lease the buildings, alterations, additions, and improvements made by the Tenant to the property shall be removed by Tenant at Tenants sole expense and premises surrendered in the same condition as existed at the time of execution of this Lease.

23. <u>Notice</u>. All notices and consents hereunder shall be given in writing, delivered in person, or mailed by certified mail, return receipt requested, postage

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prepaid, to the Front Range Airport Authority, with a copy to the Director of Aviation at its address below, Front Range Airport Authority, 5200 Front Range Parkway, Watkins, Colorado 80137-7131, the Board of County Commissioners at 450 South 4th Avenue, Brighton, Colorado 80601 and to the Tenant, Ronald C. Webster, 2810 Eaton, Wheatridge, CO 80214.

24. <u>Governmental Fees</u>. All fees due under applicable law to the City, County or State on account of any inspection made on leased Premises by any officer thereof shall be paid by the Tenant.

a. <u>Signs</u>. All signs and symbols placed in the windows or doors or elsewhere about the Premises, or upon the exterior part of the buildings, shall be subject to the approval of the Landlord or Landlords agents. In the event the Tenant places signs or symbols on the exterior of said buildings or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand removal of such signs or symbols at the cost of Tenant, and the refusal of the Tenant to comply with such demand within a reasonable time will entitle the Landlord to immediately remove said signs at Tenants expense. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that the Tenant will remove same at the termination of the tenancy herein, and if not by Tenant, then the Landlord may have same removed at Tenant's expense. In installing any signs the Tenant shall conform to all requirements of applicable laws and regulations and pay applicable fees.

25. <u>Default and Re-entry</u>. Unless resulting from events enumerated in paragraphs 19 and 20 herein, if any rents above reserved or any part thereof shall be and remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements herein contained, the Landlord may cancel this Lease upon giving 60 days written notice to the Tenant. If the default or violation is not cured within said 60 days, the Lease shall then be canceled at the end of the said 60 days and the parties' obligations pursuant to the terms of this Lease shall terminate at that time. Tenant shall be entitled to any advance rents or other fees paid in advance and Landlord shall then be entitled to re-take the Premises. If Tenant refuses to remove itself from the premises, Landlord will then have the Tenant removed pursuant to Colorado statute.

26. <u>Breach of Lease by Tenant</u>. In the event of breach of any condition or term of this Agreement by Tenant, the Landlord shall have the right to terminate this Lease upon 60 days written notice if Tenant does not cure any default within the said 60 day period.

27. <u>Nonwaiver of Breach</u>. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease, shall not be construed to be a waiver or relinquishment of any such strict performance, or any other covenants or agreements, but the same shall be and remain in full force and effect.

28. <u>Hold Over</u>. Should the Tenant hold over after the expiration of the term of this Lease, Tenant agrees to pay Landlord rent pursuant to the terms of this Lease.

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29. <u>Landlord's Ownership</u>. Landlord warrants that it is the owner of the Premises and that it has the right to lease the Premises under the terms of this Lease.

30. <u>Hazardous Substances</u>. The Landlord warrants that the Premises being leased hereunder are free from contamination from hazardous substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. <u>Motor Vehicle Parking on Premises</u>. Parking of vehicles will be permitted only in designated parking area or within the hangars. Only operational vehicles will be parked on Tenants Premises.

32. <u>Parking Aircraft on Premises</u>. Tenant shall not park or leave aircraft on taxiways or on pavement adjacent to the premises in a manner which unduly interferes with or obstructs access to adjacent hangars. Only airworthy aircraft will be parked on Tenants apron.

33. <u>Venue</u>. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue for any and all claims, controversies, disputes and disagreements arising out of this agreement or the breach thereof.

34. <u>Site Plan</u>. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire leased Premises with all of those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures which the Tenant anticipates may be placed on the Premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting;
- h. Location of taxiway ingress and egress.

35. <u>Completion of Improvement</u>. Tenant agrees to complete the improvements in complete compliance with the terms of this agreement. Should Tenant fail to complete construction of the building pursuant to the terms of Section 6., Tenant agrees to pay Front Range Airport Authority the sum of monies as shall be necessary for Front Range Airport Authority or its designee to satisfactorily complete the improvements. Such monies shall be paid to Front Range Airport Authority within 30 days from receipt of invoice.

36. <u>Indemnification</u>. Tenant assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Tenant covenants and agrees that it will indemnify and save harmless Landlord from all demands, claims, costs, causes of action or judgment, from all expenses that be incurred, in investigating or resisting the same, arising from or growing out of acts or omissions of Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with its occupancy or their occupancy of any portion of Front Range Airport, including the leased premises.

37. <u>Legal Description</u>. At the completion of the project, the Tenant is responsible for providing Landlord with a legal description of the site and structures including the location of utilities. If the legal description is greater than 5% or less than 5% of the square footage of the building the legal description shall be used to compute land lease fees effective with the effective date of the lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the 14th day of January, 1998.

Attest Secretary

approved as to form

Landlord: Front Range Airport Authority

By

Perry Miller, Chairman

Adams County Board of Commissioners

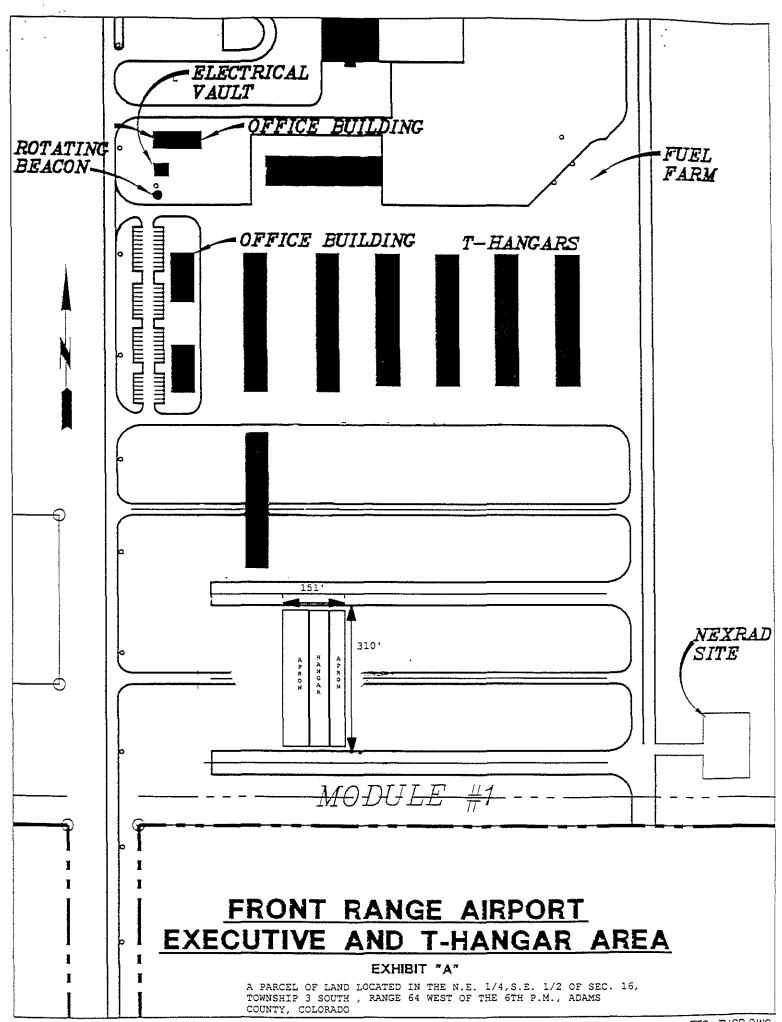
Ted Strickland, Chairman

Tenant:

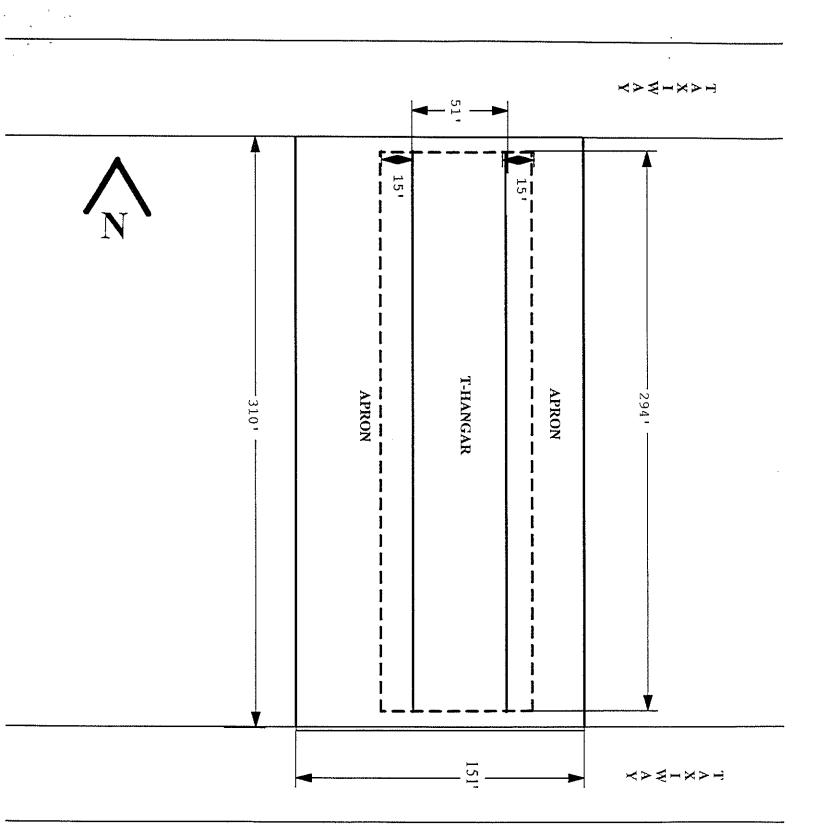
By

Ronald C. Webster

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FRONT RANGE AIRPORT

Exhibit "A"

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NOTE The tenant is responsible for construction and maintenance cost of the Premises as described in the lease.

EXHIBIT B

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. <u>Comprehensive General Liability</u>

In the amount of not less than one million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured
- II. Comprehensive Automobile Liability

In the amount of not less than \$600,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

> The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; 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 covered by the described insurance.

- 2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
- 3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.
- 4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish deliver an maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018

SUBJECT: Final Acceptance for the Public Improvements at the Mapleton Industrial Development, LLC subdivision, 602 E 64th Avenue

FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works

AGENCY/DEPARTMENT: Public Works

HEARD AT STUDY SESSION ON: N/A

AUTHORIZATION TO MOVE FORWARD	:	YES		NO
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RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements at the Mapleton Industrial Development, LLC subdivision (Case No. PLN2016-00012 and INF2016-00043) at 602 E 64th Avenue

BACKGROUND:

The Mapleton Industrial Development, LLC subdivision is generally located at 602 E 64th in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on May 26, 2017. These public improvements have satisfactorily completed the guarantee period. Check number 1070 has been placed as collateral in the amount of \$146,365.38 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department Adams County Community and Economic Development Department Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution Resolution No. 2016-295 Exhibit A

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

New FTEs requested:	YES	🖂 NO

Future Amendment Needed:	YES	🖂 NO
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Additional Note:

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MAPLETON INDUSTRIAL DEVELOPMENT, HUB 25, SUBDIVISION PROJECT CASE NUMBER PLN2016-00012 AND INF2016-00043

WHEREAS, the required public street improvements have been constructed at the Mapleton Industrial Development, Hub 25, subdivision (Case No. PLN2016-00012 and INF2016-00043), in accordance with the approved construction drawings; and,

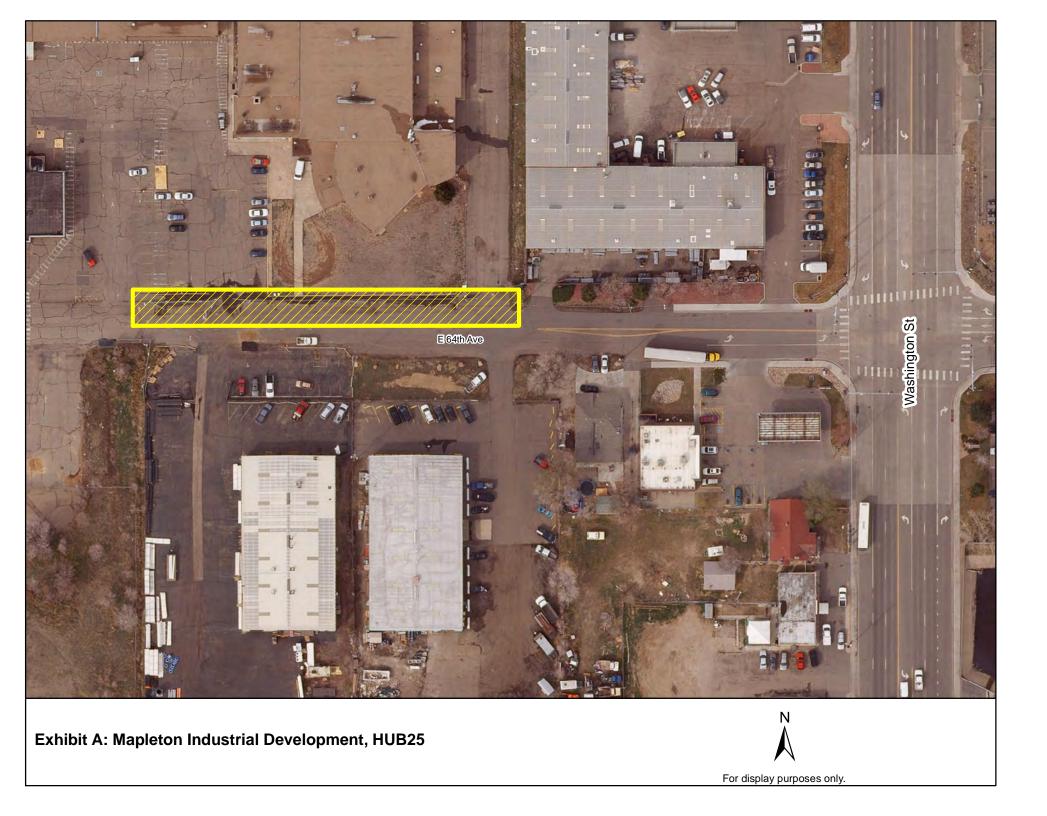
WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the Mapleton Industrial Development, Hub 25, subdivision; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved Development Agreement as approved by resolution number 2016-295, and the posted collateral as noted in check number 1070 in the amount of \$146,365.38 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Mapleton Industrial Development, Hub 25, subdivision, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.



BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT (DA) FOR MAPLETON INDUSTRIAL DEVELOPMENT

Resolution 2016-295

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, Mapleton Indu	strial Investors. LLLF	, a Colorado company,	is owner of certain real
property located at 601 a	nd 602 E. 64^{th} Ave	nue, and known as t	he Mapleton Industrial
Development; and,			

WHEREAS, the County and the Developer desire to enter into a Development Agreement for the improvements at the Mapleton Industrial Development in case number PLN2016-00012; and,

WHEREAS, the Developer acknowledges that execution of this agreement does not include, imply, or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits, or the final acceptance of the improvements constructed under this agreement; and,

WHEREAS, the Developer has provided appropriate collateral; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement.

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

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

UNOFFICIAL

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

O'Dorisio	Excused
Henry	Aye
Tedesco	Aye
Hansen	Aye
Pawlowski	Aye
C	Commissioners

STATE OF COLORADO) **County of Adams**

L<u>Stan Martin</u>, <u>County Clerk and ex-officio Clerk of the Board of County</u> Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office / 5

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24th day of May, A.D. 2016.

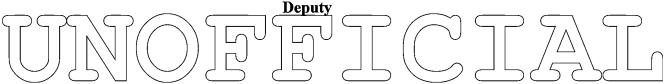
County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



)

By: E-Sighed by Erica Hannah/(?) ERIFY authenticity with e-Sign



RECEPTION#: 2016000041055, 05/26/2016 at 01:06:34 PM, 3 OF 13, TD Pgs: 0 Doc Type:RESOLUT Stan Martin, Adams County, CO.

> MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012

DEVELOPMENT AGREEMENT

	THIS AGREEMENT is made and entered into as of May 24, 2016 by and
	between the County of Adams, State of Colorado, hereinafter called "County," and Mapleton
\subseteq	Industrial Investors, LLDR, a Colorado limited liability limited partnership, having an address at 1800 Larimer Street, Suite 1800, Denver, Colorado 80202, hereinafter called "Developer."
	1800 Larimer Street, Suite 1800, Denver, Colorado 80202, hereinafter called "Developer."
\	WINESSENH VIG 25 25 25 25 25 22

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.

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

- P. Engineering Services Developer shall furnish, subject to payment or reimbursement by the County provided in Section 9 below, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B-1" and Exhibit "B-2" attached hereto, and by this reference made a part kereof (the "Improvements").
- 2. Drawings and Estimates. The Developer shall furnish drawings for all Improvements described and detailed on Exhibit "B-1" and Exhibit "B-2" attached hereto for approval by the County. An estimated budget for the Improvements is set forth on Exhibit "B-1" and Exhibit "B-2" attached hereto. Exhibit "B-1" sets forth the County's cost share obligations for the Improvements and Exhibit "B-2" sets forth the Developer's cost share obligations for the Improvements, subject to Section 3 below. 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 obtain a guaranteed maximum price contract ("GMP Contract") pursuant to which Developer shall cause its contractor to furnish/and construct, subject to payment or reimbursement by the County as set forth in Section 9 below, and in accordance with drawings and materials approved by the County, the Improvements described and detailed on Exhibit "B-1" (the County's cost share Improvements) and Exhibit "B-2" (the Developer's cost share Improvements). Such GMP Contract shall constitute the final budget for the Improvements and the exhibits thereto shall establish the County's and Developer's final respective cost share obligations hereunder for the Improvements.
 - 4. **Time for Completion**. The Improvements shall be completed according to the terms of this agreement on or before July 1, 2017. The County may for good cause grant extensions of

7

RECEPTION#: 2016000041055, 05/26/2016 at 01:06:34 PM, 4 OF 13, TD Pgs: 0 Doc Type:RESOLUT Stan Martin, Adams County, CO.

Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012

time for completion of any part or all of the Improvements. Any extension of time shall be in written form only.

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 \$146,365.38, including twenty percent (20%) to cover contingency and five percent (5%) per year for the term of the Agreement to cover inflation for the improvement described on Exhibit "B-2". Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC, the collateral shall be released. Completion of said improvements will 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 building permits will be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and this Development Agreement has been approved by the BoCC.

6. Acceptance and Maintenance of Public Improvements. All Improvements designated 'Public Improvements'' in Section 8.A below 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.

Improvements and Dedication. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property. improvements. Designate separately each public and private improvement.

Public Improvements:

See Exhibit "B-1" and Exhibit "B-2" for description and estimated quantities.

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> Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012

The Improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and the time schedule set forth herein.

В

Public dedication of land for right-of-way purposes or other public purpose. Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams in described land, on Exhibit C, for right-of-way or other public purposes ("Dedicated ROW"):

The Improvements to be constructed on the Dedicated ROW parcel shall be constructed at Developer's sole cost and expense and in accordance with the approved plans by the County. In addition, Developer shall maintain said Improvements until such time as the County requires the Dedicated ROW to expand the current right of way.

9. Reimbursement. The County's cost share obligation for the documented costs of the Improvements work shall be as set forth on Exhibit "B-1," subject to finalization as contemplated in Section 3 above. The Developer's cost share obligation for the documented costs of the Improvements work shall be as set forth on Exhibit "B-2," subject to finalization as contemplated in Section 3 above. Upon completion of the Improvements and preliminary acceptance thereof by the BoCC in accordance with Section 5-02-06-01 of the County's Development Standards and Regulations, the County will pay, or reimburse Developer for, 80% of the County's cost share obligation for the documented costs of the Improvements work. Upon expiration of the Warranty Period, the County will pay, or reimburse Developer for, the remaining 20% of the County's cost share obligation for the documented costs of the Improvements work.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL

RECEPTION#: 2016000041055, 05/26/2016 at 01:06:34 PM, 6 OF 13, TD Pgs: 0 Doc Type:RESOLUT Stan Martin, Adams County, CO.

Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012

MAPLETON INDUSTRIAL ANVESTORS, LLLP, Colorado limited liability limited partnership Westfield-Mapleton General Partner, ELG, a Colorado limited liability company, its General Partner By: \sqrt{a} Name: Randy M. Schwartz Title: Manager The foregoing instrument was acknowledged before me this $\frac{19^{44}}{19}$ day of May 2016, by Randy M. Schwartz as Manager of Westfield-Mapleton General Partner, LLC, Colorado limited liability company, as General Partner of MAPLETON INDUSTRIAL INVESTORS, LLLP, a Colorado limited liability limited partnership. LISA A. AMIDON NOTARY PUBLIC STATE OF COLORADO My commission expires: NOTARY_ID 2013403096 MY COMMISSION EXPIRES MAY 2 Address armer Notary Public Denver. CO 80202 NUM APPROVED BY resolution at the meeting of _____ , 2016. Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$146,365.38. No construction, building or change-in-use permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners BOARD OF COUNTY COMMISSIONERS PEST ADAMS COUNTY, COLORADO Clerk of the Board

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> Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012

EXHIBIT MAPLETON'INDUSTRIAL DEVELORMENT Description: (HUB 25

BLOCKS 65, 66 AND 67, AND THE SOUTHERLY 396 FEET OF BLOCKS 71 AND 72, MAPLETON ADDITION, EXCEPTING THEREFROM THOSE PARCELS OF LAND CONVEYED TO THE COLORADO DEPARTMENT OF TRANSPORTATION IN RULE AND ORDER OF THE DISTRICT COURT OF ADAMS COUNTY, COLORADO, IN CIVIL ACTION NO. 93CV1014, RECORDED SEPTEMBER 27, 1994 IN BOOK 4396 AT PAGE 763 IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO, COUNTY OF ADAMS, STATE OF COLORADO. BLOCKS 63 AND 64, INCLUDING THE RAILROAD RIGHT-OF-WAY, MAPLETON ADDITION, EXCEPTING THEREFROM ALL THAT PORTION OF BLOCK 64 CONVEYED TO THE COLORADO DEPARTMENT OF TRANSPORTATION IN RULE AND ORDER OF THE DISTRICT COURT OF ADAMS COUNTY, COLORADO, IN CIVIL ACTION NO. 93CV1014, RECORDED SEPTEMBER 27, 1994 IN BOOK 4396 AT PAGE 763 IN THE

COUNTY OF ADAMS, STATE OC COLORADO.

UNOFFICIAL

OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO,

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> Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. ____

EXHIBIT B-1

The Improvements (County Cost Share) Exhibit B-1 , Adams County Estimated Costs Opinion of Estimated Costs for 64th Ave. Improvements

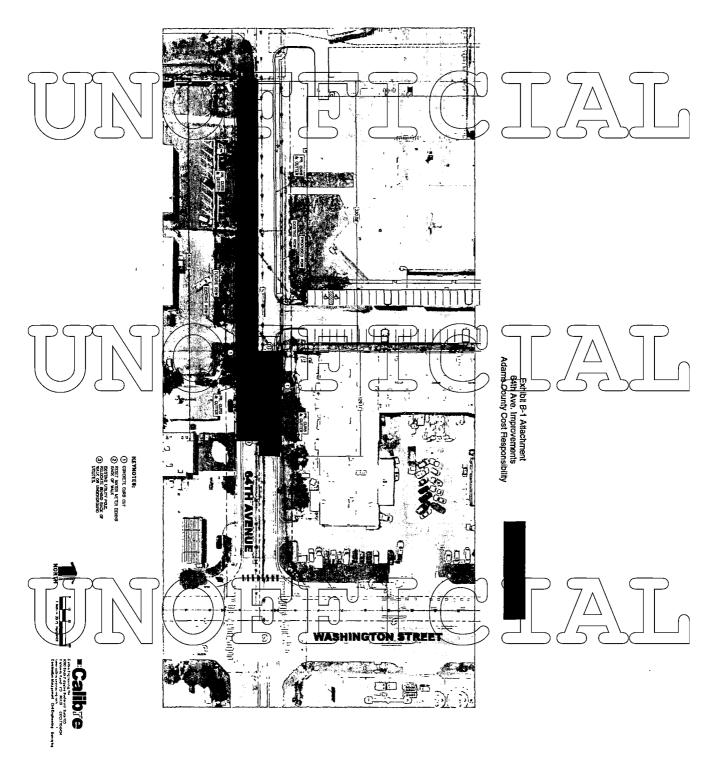
Mapleton Industrial Investors, LLLP developed this cost opinion based on drawings produced by Cabibre Engineering, Inc. Specific drawings used include OU1 dated February 26, 2016 and RD1 dated March 3, 2016.

	64th St. In	provements 4/29/16	Quantity	Unit	Unit price	Ext. Price	
		Clearing and Grubbing	1	ls	\$ 25,605.00	\$ 25,605.00	
		Survey	1	ls	\$ 20.00	\$ 11,380.00	
		Re-conditioning	1897.5	sy	\$ 4.50	\$ 8,538.75	
		Monolithic Curb/G/Walk	276	sy	\$ 67.52	\$ 18,635.52	
$\bigcirc \bigcirc $		Curbcuts	85.33) sy	\$ 1(17.00	\$ 9,983.6 1	\bigcirc
	\mathbb{N}	Asphalt	1265	sv	\$\ 47.00	\$ 59,455.00	
		Water Meter Relocate	3	ea	\$10,500.00	\$ 31,50 0.0 0	
$\langle \bigcirc \rangle$	└╵╄╵╱	Iraffic Control			_\$17,9 <u>32.0</u> 0	\$ 17,932.00	
	Adams Cou nty	Xcel Relocate	3	ea	\$ 10,000.00	\$ 30,000.00	
	l St	Storm 1/2 Cost					
	dan	18" pipe (278 total LF)	139	lf	\$ 55.46	\$ 7,708.94	
	Ac	24" pipe (65 total LF)	32.5	lf	\$ 62.53	\$ 2,032.23	
		Type 5 inlet* (1ea.)	0.5	ea	\$ 5,074.00	\$ 2,537.00	
		Type 10 inlet** (1 ea.)	0.5	ea	\$ 6,372.00	\$ 3,186.00	
		Manholes*** (2ea)	1	ea	\$ 2,243.50	\$ 2,243.50	
		Adjacent Prop Patch	534	sy	\$ 65.00	\$ 34,710.00	
		Striping	45.5	gal.	\$ 75.00	\$ 3,412.50	
		Relocate hydrant	1	ea	\$ 12,500.00	\$ 12,500.00	
		Totals				\$ 281,360.00	
IJ	NC	Notes: *Type R Inlet at Depth of 6 **Type R Inlet at Depth of ***5' Dia. Storm MH, Dept	6.4'	L'Dia. Storm	MH, Depth of a		

_ _

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> Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012



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Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012



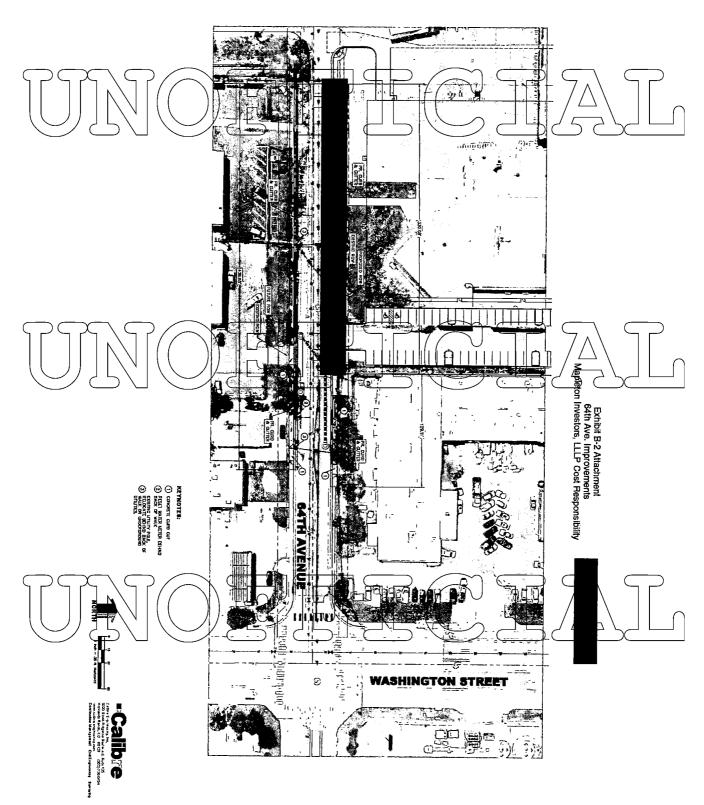
Exhibit B-2, Mapleton Investors, LLLP Estimated Costs Opinion of Estimated Costs for 64th Ave. Improvements

Mapleton Industrial Investors, LLLP developed this cost opinion based on drawings produced by Cabibre Engineering, Inc. Specific drawings used include OU1 dated February 26, 2016 and RD1 dated March 3, 2016.

\Box	$\chi \langle \zeta \rangle$	Demo G	9900	∫ ∕sf	\$	\$ 14,850.00	þ
		Survey	330	f	\$ 20.00	\$_6,600.00	-
		Grading /	⊻ 9900	st	\$ 0.50	\$ 4,950.00	
		Curb/Gutter	→ 310 		\$ 15.00	\$ 4,650.00	
	Mapleton Industrial Investors,	Sidewalk	1550	sf	\$ 4.50	\$ 6,975.00	
	ves	Handicap Ramps	2	ea	\$ 1,500.00	\$ 3,000.00	
	l In	Curbcuts	324	sf	\$ 13.00	\$ 4,212.00	
	tria	Asphalt	734	sγ	\$ 47.00	\$ 34,498.00	
	qus	Water Meter Relocate	-	-	-	-	
1	<u> </u>	Traffic Control	330	lf	\$ 28.00	\$ 9,240.00	
	etor	Xcel Relocate	1	ea	\$ 6,250.00	\$ 6,250.00	
	aple	Storm 1/2 Cost	1	ls	\$ 17,708.00	\$ 17,708.00	
	Ň	Striping	330	lf	\$ 6.00	\$ 1,980.00	
	$\gamma \gamma \gamma$	Signage	5) ea	\$ 250.00	\$ 1,250.00	\supset
		Subtotal:	$\underline{\gamma}$,	\$ 116,163.00	~
		Contingency	─ 20%			/ <u>\$_2</u> 3,232.60	
	$/ \bigcirc \bigcirc$	Subtotal:				\$13 9,3 95.60	
		Inflation	5%			\$ 6,969.78	
		Total:				\$ 146,365.38	

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> Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012



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Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012

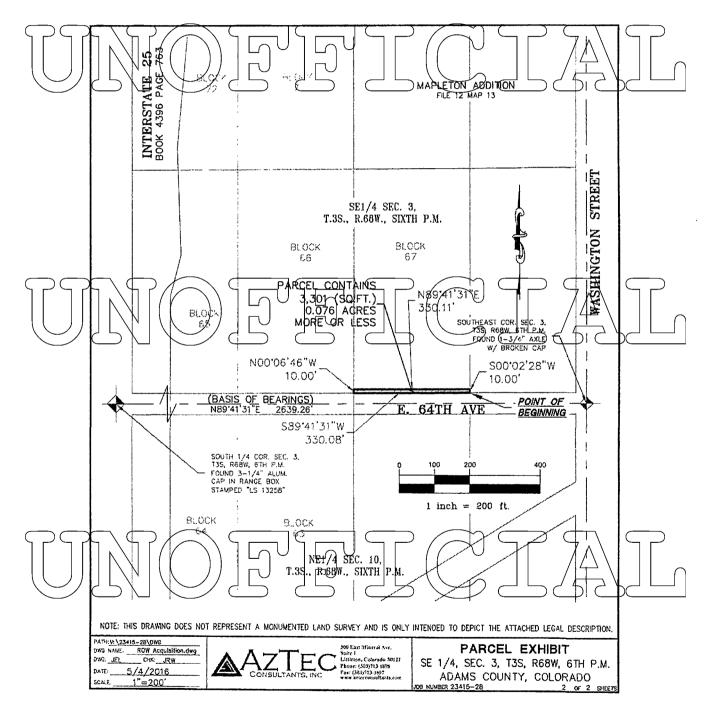
EXHIBIT C

LEGAL DESCRIPTION A PARCEL OF LAND BEING A PORTION OF BLOCK 67. MAPLETON ADDITION, RECORDED IN FILE 12, MAR 13, IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6" PRINCIPAD MERIDIAN: COUNTY OF ADAMS STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BASIS OF BEARINGS: THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, BEING MONUMENTED AT THE EAST END BY A 1 -3/4" AXLE WITH BROKEN CAP AND AT THE WEST END BY A 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED "LS 13258", AND HAVING A BEARING OF NORTH 89°41'31" EAST. BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 67, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST 64TH AVENUE; THENCE SOUTH 89°41'31" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 330.08 FEET; THENCE NORTH 00°06'46" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88%1/31% EAST, ALONG A LINE 10 FEET NORTH OF AND PARALLEL TO SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 330, 11 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 67; THENCE SOUTH 00° 92'28" WEST ALONG BAID PAST LINE, A DISTANCE OF 10,00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 0.076 ACRES, (3,301 SQUARE FEET), MORE OR LESS. ANNU DAU EXHIBIT ATTACHED AND MADE A PART HEREOF. 'nΟ LICE 933 116 NAL LAND JAMES E. LYNCH, PLS NO. 37933 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC. 300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122 303-713-1898

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> Development Agreement Name MAPLETON INDUSTRIAL DEVELOPMENT Case No. PLN2016-00012







PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018
SUBJECT: Consent to Assignment and Assignment
FROM: Dave E. Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution

BACKGROUND:

In 2003, the Front Range Airport ("Airport") entered into a Land Lease with Jeffrey E. Schetgen ("Assignor"), for certain real property known as 37451 Beechcraft Way, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to D & G Aviation, LLC ("Assignee") and Assignee, desires to take assignment of the Lease from Assignor.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

- 1. BOCC Draft Resolution
- 2. Consent to Assignment and Assignment
- 3. Land Lease

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

New FTEs requested:	YES	🖾 NO

Future Amendment Needed:	YES	🖾 NO
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Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AND ASSIGNMENT AMONG ADAMS COUNTY, JEFFREY E. SCHETGEN, AND D & G AVIATION, LLC

Resolution 2018

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Front Range Airport ("Landlord"); and,

WHEREAS, in 2003, the Landlord entered into a Land Lease with Jeffrey E. Schetgen ("Assignor"); and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor wishes to assign its right, title and interest in and to the Land Lease to D & G Aviation, LLC ("Assignee"), and Assignee wishes to take assignment of the Land Lease from Assignor; and,

WHEREAS, the Land Lease requires Landlord's consent to any assignment.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease from Jeffrey E. Schetgen to D & G Aviation, LLC, a copy of which is attached hereto, is hereby approved.

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

CONSENT TO ASSIGNMENT AND ASSIGNMENT

THIS AGREEMENT is made among Adams County, Front Range Airport (AIRPORT), Jeffrey E. Schetgen (ASSIGNOR), and D&G Aviation, LLC, a Colorado limited liability company (ASSIGNEE) on the date set forth below.

BASIS FOR AGREEMENT

- A. ASSIGNOR, entered into a lease dated as of January 1, 2003 with the AIRPORT for certain real property known as 37451 Beechcraft Way, Unit 3, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, ("the Lease"), a copy of which lease is attached hereto as <u>Exhibit A</u>.
- B. ASSIGNOR desires to assign all its right, title and interest in and to the Lease to ASSIGNEE, and ASSIGNEE desires to take assignment of the Lease from ASSIGNOR.
- C. Under the terms of the Lease, such assignment is subject to approval by AIRPORT.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

- 1. ASSIGNOR hereby assigns all its right, title and interest in and to the Lease to ASSIGNEE. The Parties agree that ASSIGNOR shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by ASSIGNOR or arising from ASSIGNOR'S tenancy under the Lease from January 1, 2003 through the transfer date.
- 2. In accordance with Section 5 of the Lease, AIRPORT hereby grants its approval for the assignment of the Lease.
- 3. From and after the transfer date, ASSIGNEE shall be bound by all the terms and conditions of the Lease, and in the event of ASSIGNEE'S default, bankruptcy or other event described in section 10 of the Lease, ASSIGNEE indemnifies ASSIGNOR, and holds ASSIGNOR harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

Jeffrey E. Schetgen

By: Keller ES Jeffrey É. Schetgen Date: 6-8-18

ASSIGNEE:

D&G Aviation, LLC, a Colorado limited/liability company

By: Jason B. Gillis, Manager Date: $6 \cdot 8 \cdot 18$

CONSENT:

ATTEST:

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Chairperson

By:

County Attorney's Office

Date:

Date: _____

UNIMPROVED LAND LEASE

This lease is made effective this 1st day of January 2003 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and Jeffrey E. Schetgen, located at 5927 Saddle Creek Trail, Parker, CO, ("Tenant").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises, excluding any improvements located thereon situated at the Front Range Airport, Adams County, Colorado, known as 37451 Cessna Way, Unit 3, Watkins, Colorado 80137 ("Premises"), the configuration of which is set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. <u>Business Purpose</u>. The Premises shall be used for the operation of a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building and the leasehold interest created hereby are to be used for aeronauticalrelated purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft stored in the hangar must meet the Taxilane Object Free Area Width as defined in FAA AC150/5300-13 Airport Design\Chapter 4.,Taxiway and Taxilane Design, calculated as 1.2 x wing span + 20'. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. <u>Term</u>. The initial term of this Lease is 13 years, commencing 12:01 a.m., January 1, 2003, and ending at midnight on December 31, 2015. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective July 31, 2015. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. <u>Rent</u>. The rent for said leasehold space for 2003, the first year of this lease commencing upon execution hereof, shall be One Thousand Two Hundred Fifty-One & 66/100 Dollars (\$1,251.66), computed at the pro-rated, annual rate of twenty-three cents (\$0.23) per square foot, times the building footprint of Sixty feet (60') by Sixty feet , and Six Tenths (60.6) plus fifteen (15) feet on all the North and South sides or Five Thousand Four Hundred Forty-Two square feet (5,442) as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is Sixty (60) feet by One Hundred Forty-Five and Eight Tenths (145.8) feet, or 8,748 square feet.

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Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. <u>Future Rental Periods.</u> Commencing on January 1, 2004, the annual rent shall be \$1,251.66, computed at the annual rate of twenty-three cents (\$0.23) per square foot, with the leasehold space consisting of 5,442 square feet. Commencing January 1, 2009, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 5,442 square feet as shown on Exhibit "A", footprint of the leasehold space.

5. <u>Assignment of Lease</u>. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. <u>Utilities.</u> Tenant hereby covenants and agrees to pay water and sewer fees as amended from time to time and pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease.

7. <u>Taxes</u>. The Tenant shall pay all property and other taxes that are assessed against the Premises.

8. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 26 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

e. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes,

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regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

f. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

g. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

9. <u>Use</u>. The Tenant shall conduct on the Premises only the business for which it has a Front Range Airport Business License and shall not use the Premises for any illegal purpose.

10. <u>Liens and Insolvency</u>. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

11. <u>Rent After Default</u>. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

12. <u>Access</u>. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

13. <u>Liability Insurance</u>. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this reference. Minimum insurance requirements are subject to change during the term of this Lease at Landlord's sole discretion. Tenant shall be notified of any increases to minimum insurance requirements in writing, and Tenant shall have sixty (60) days from the date of notification to provide proof of compliance with the increased insurance requirements to Landlord. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

14. <u>Accidents - Indemnity</u>. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

15. <u>Fire Insurance</u>. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

16. <u>Casualty Loss – Application of Proceeds</u>. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

17. <u>Condemnation</u>. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the thencurrent lease term without regard to the provisions of this paragraph.

18. <u>Tenant's Right of Cancellation</u>. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

19. <u>Removal of Improvements</u>. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

20. <u>Notices</u>. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director of Aviation Front Range Airport 5200 Front Range Parkway Watkins, Colorado 80137

TENANT

Jeffrey E. Schetgen 5927 Saddle Creek Trail Parker, CO 80134

or to such other addresses as the parties may designate to each other in writing.

21. <u>Governmental Fees</u>. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

22. <u>Signs</u>. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

23. <u>Mailboxes</u>. Mailboxes as approved by the Untied States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

24. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

25. <u>Nonwaiver of Breach</u>. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

26. <u>Holding Over</u>. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

27. <u>Landlord's Warranties</u>. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

28. <u>Hazardous Substances</u>. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

29. <u>Motor Vehicle Parking</u>. Motor vehicles shall be parked only in designated parking areas or within the hangar. All vehicles must be operational and licensed. Outside storage including but not limited to storage containers, sheds, material piles, and metal drums is prohibited, absent written authorization by Landlord.

30. <u>Aircraft Parking</u>. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar.

31. Jurisdictions and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

32. <u>Indemnification</u>. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The

Module #1, 37451 Beechcraft Way, Unit 3

Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

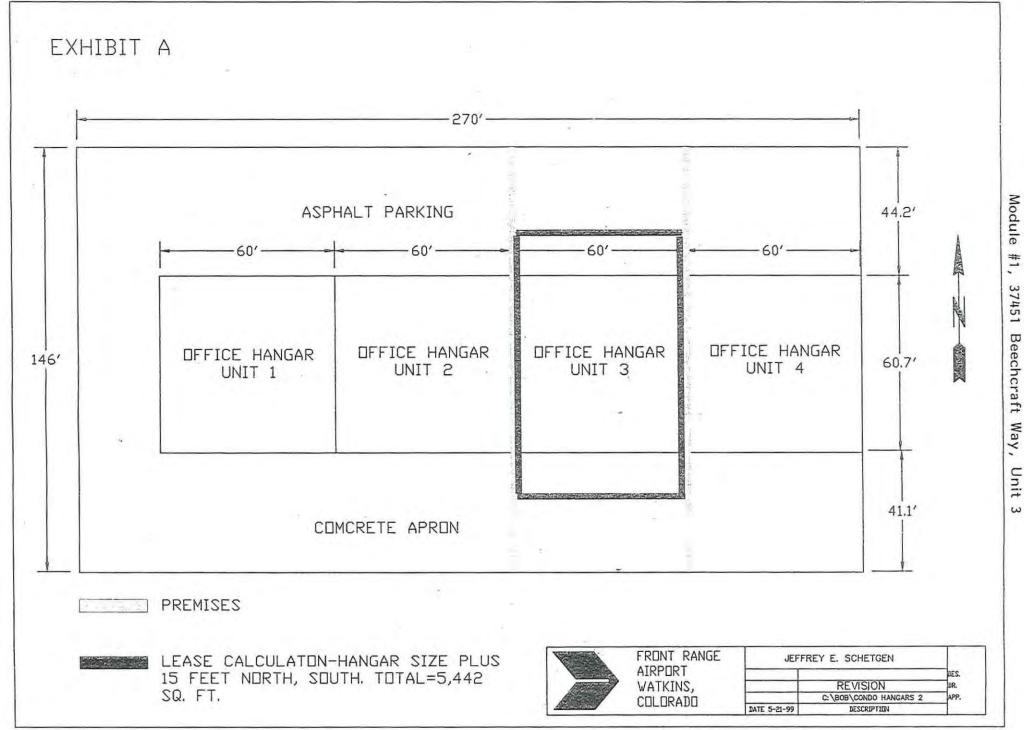
IN WITNESS WHEREOF the parties have executed this Lease this 22nd day of January 2003.

LANDLORD FRONT RANGE AIRPORT AUTHORITY

Attest: By: By: DENNIS R. HEA PERRY MILLER, Chair Clerk BOARD OF COMMISSIONERS OF ADAMS COUNTY Approved as to form the count and count 1/29/03 By ELAINE T. VALENTE, Chair

TENANT JEFFREY E. SCHETGEN

By:



#1, 37451 Beechcraft Way, Unit

EXHIBIT "B" Page 1 of 2

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured
- II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Minimum insurance requirements are subject to change during the term of this Lease at Landlord's sole discretion. Tenant shall be notified of any increases to minimum insurance requirements in writing, and Tenant shall have sixty (60) days from the date of notification to provide proof of compliance with the increased insurance requirements to Landlord.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

EXHIBIT "B" Page 2 of 2

- Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; 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 covered by the described insurance.
- 2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
- The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.
- 4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018

SUBJECT: Resolution Approving Amendments to the Adams County Code of Ethics

FROM: Heidi Miller, Suzanne Dugan, and Michelle Michel

AGENCY/DEPARTMENT: County Attorney's Office

HEARD AT STUDY SESSION ON - 5/19/2018

AUTHORIZATION TO MOVE FORWARD: VES NO

RECOMMENDED ACTION: That the Board of County Commissioners approves the attached policy.

BACKGROUND:

The County's Independent Ethics Officer, Suzanne Dugan, has implemented changes to the Adams County Code of Ethics, based on the statutory increase to the gift limit and based on feedback from the County Attorney's Office and County Officials.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office.

ATTACHED DOCUMENTS:

Resolution Adams County Code of Ethics

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

New FTEs requested:	YES	🖂 NO

Future Amendment Needed:	YES	🖂 NO
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Additional Note:

RESOLUTION APPROVING AMENDMENTS TO THE ADAMS COUNTY CODE OF ETHICS

WHEREAS, the Board of County Commissioners has previously adopted the Adams County Code of Ethics ("Code of Ethics") which was enacted to further Adams County Government's commitment to operate in accordance with its mission, governing principles and values; and,

WHEREAS, the Board of County Commissioners has reserved the right to change or amend the Code of Ethics at any time at its discretion; and

WHEREAS, the Board of County Commissioners has reviewed the Code of Ethics in consultation with the County's Independent Ethics Officer and has determined that updates to the Code are appropriate; and,

WHEREAS, necessary clarifications and/or changes have been made to the Code of Ethics; and,

WHEREAS, this resolution replaces and supersedes Resolution 2018-439 approving amendments to the Adams County Code of Ethics on June 26, 2018, which included an incorrect attachment.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado that the amendments to the Adams County Code of Ethics, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the effective date of these amendments to the Adams County Code of Ethics is July 10, 2018.

ADAMS COUNTY, COLORADO - CODE OF ETHICS

I. Mission, Governing Principles & Values.

The citizens of Adams County, Colorado, are entitled to have a fair, ethical, and accountable local government that has earned the public's full confidence for integrity. We adopt this Code of Ethics to assure public confidence in local government and its effective and fair operation and to ensure that we comply with all applicable State and local laws relating to conflicts of interest and ethics.

Integrity in government requires that decision-makers be independent, impartial, and accountable to those they serve, to that end, all officials and employees of Adams County, Colorado, must carry out their job responsibilities in accordance with the following principles:

A. As public servants, Adams County officials and employees are stewards of the public trust, entrusted with and responsible for the property and resources of Adams County, and shall carry out their duties for the benefit of the people of Adams County.

B. The citizens of Adams County expect and deserve their public servants to act with courtesy, impartiality, honesty, and openness in the performance of their duties.

C. Officials and employees must always perform their duties with the best interests of Adams County in mind, and not for any personal interest or for the interest of family, friends, or business and political associates.

D. Governmental decisions and policies are made utilizing the proper channels of the government structure, free of coercive or other improper influence.

E. To gain and retain public confidence in government operations, County officials and employees must avoid even the appearance of impropriety.

II. Intent.

The purpose of this Code of Ethics is to provide the officials and employees of Adams County the tools and resources necessary to conduct themselves in the most ethical and appropriate manner possible and to ensure that Adams County government operates in accordance with its mission, governing principles, and values.

It is the intent of Adams County that its officials and employees adhere to high levels of ethical conduct so that the public will have confidence that persons in positions of public responsibility are acting for the benefit of the public. Officials and employees should comply with both the letter and spirit of this Code of Ethics and strive to avoid situations which create impropriety or the appearance of impropriety.

Ethical issues will arise in the course of public service. It is the intent of this Code of Ethics to clarify which actions constitute a breach of the public trust.

III. Definitions.

A. "Employee" shall mean all members of the Adams County workforce, including but not limited to full-time and part-time employees, and appointed or elected officials and their employees.

B. "Gift" shall mean anything of monetary value for which consideration of equal or greater value is not made. The term includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the ordinary course of business to a member of the public without regard to that person's status as a County employee. The term "gift" shall not include tokens of award (such as a plaque, memento, or trophy), informational materials related to the recipient's performance of official duties (such as a book, pamphlet, or periodical), or unsolicited items of nominal or trivial value (such as a pen, note pad, or calendar).

C. "Official" shall mean a person in an elected or appointed position in Adams County, Colorado, including members of County boards appointed by the Board of County Commissioners.

D. "Relative" shall mean a spouse, domestic partner, fiancé/fiancée, parent(s), child(ren), brother(s), sister(s), aunt(s), uncle(s), grandparent(s), or grandchild(ren), including "in-law" and "step" relatives. The term "relative" also applies to any person who is a member of the household of a County employee regardless of family relationship.

IV. Applicability.

This Code of Ethics applies to the officials and employees of Adams County, to the extent that the official has adopted the Code, and shall supersede the prior Code of Ethics adopted by the Board of County Commissioners on November 10, 2008. The provisions of this Code of Ethics shall apply in addition to all applicable federal, State and local laws relating to conflicts of interest and ethics including, but not limited to, the Colorado Constitution, Article XXIX, Colorado Revised Statutes § 24-18-101, *et seq.*, and all rules, regulations, policies and procedures of Adams County, including any ethical code or policy adopted by any elected official that is applicable to employees of that elected official.

V. Conflicts Of Interest.

No official or employee should have any direct or indirect interest, financial or otherwise, engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest.

A. Misappropriation of County Resources: No official or employee shall misappropriate to himself, herself or to others the property, services or other resources of the County for private purpose or other compensated non-governmental purposes.

B. Favoritism: An official or employee shall guard against any relationship that creates conflicts of interest or which might be reasonably construed as evidence of favoritism, coercion, unfair advantage, or collusion.

C. Improper Influence: An official or employee should not act in a manner that creates by his or her conduct a reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.

D. Privileges or Exemptions: No official or employee should use or attempt to use his or her official position to secure privileges or exemptions for himself, herself or others.

E. Protection of Public Trust: An official or an employee should endeavor to pursue a course of conduct which will not raise suspicion among the members of the public that he or she is likely to be engaged in acts that are in violation of the public trust.

F. Official Actions:

1. An official or employee shall not take any direct or official action on any matter in which the official, employee or a relative or business associate has any substantial employment, contractual, or financial interest.

2. An official or employee shall not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking.

G. Contracting & Transacting Business:

1. Sale or Purchase of Goods or Services:

a) No official or employee shall, in his or her official or private capacity, offer for sale or sell goods or services to the County. A waiver may be granted by the Independent Ethics Officer where the circumstances clearly demonstrate that there is no conflict of interest or appearance of a conflict presented by the proposed sale of goods or services to the County.

b) No official or employee shall, for his or her own private purposes, directly or indirectly obtain goods or services for anything less than fair market value from any contractor or vendor that performs work for Adams County.

2. Transactions on behalf of Adams County: No official or employee should engage in any transaction as representative or agent of Adams County with

any relative, business associate, or business entity in which he or she has a direct or indirect financial interest.

H. Personal Investments & Business Ventures:

An official or employee should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly involved in decisions to be made by him or her or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest.

VI. Confidential Information.

A. No official or employee shall use any confidential information received by virtue of that person's office or employment for any private purpose, including but without limitation to commercial purposes, financial gain, or present or future employment.

B. An official or employee may only use confidential information in the conduct of his or her official County duties.

VII. Political Solicitations.

A. Elected officials and candidates shall not engage in political campaigning at County meetings or public hearings. No official, candidate, or employee shall use public resources for political campaigning.

B. County officials or employees may in their private capacity give financial or other support to political parties and candidates for elected office, unless otherwise restricted.

C. No official or employee shall directly or indirectly compel or induce a subordinate employee to make or promise to make any political contribution, whether by gift of money, service or other thing of value.

D. No official or employee may make any employment recommendation or decision based on political affiliation, participation or contribution.

VIII. Hiring Of Relatives.

The purpose of this section is to avoid favoritism and the appearance of favoritism by officials or employees.

A. No official or employee shall appoint, hire, or advocate for the appointment or hiring of any person who is the employee's relative.

B. No official or employee shall participate directly or indirectly in the recruitment and selection process that involves a relative.

C. No official or employee shall directly or indirectly exercise supervisory, appointment or dismissal or disciplinary authority over any relative of the employee.

D. No official or employee shall audit, verify, receive or be entrusted with monies received or handled by a relative.

E. No relative of an official or employee shall have access to that person's confidential information, including payroll processing and personnel records within his or her organization.

IX. Gift Ban Policy.

A. In accordance with the Colorado Constitution, no official or employee may directly or indirectly solicit, accept or receive any gift or other thing of greater than fiftynine dollars (\$59) in any calendar year, without providing consideration of equal or greater value. Gifts include but are not limited to loans, rewards, promises or negotiations of future employment, favors or services, honoraria, travel, entertainment, and special discounts. Exceptions recognized by Colorado law are recognized by the County.

B. No official or employee shall directly or indirectly receive a gift regardless of the value where such gift is given with the intent or appearance of influencing, or as a reward for, the person's official actions or duties for Adams County. No department, office, or agency shall accept any gift from any vendor, applicant for a license, applicant for a land use approval, or any other person having pending or regular business being handled by that department, office, or agency.

C. A department, office, or agency may accept a gift from a person or entity with no pending or regular business before it only if it is valued at less than the current statutory gift limitand is placed in a common area to be shared by all employees of the department, office or agency.

D. In addition to any other disciplinary action, an official or employee, or department, office or agency that accepts a gift in violation of this policy will be required to return the gift to the donor or, if the gift is of such a nature that it cannot be returned, to compensate the donor for the full monetary value of the gift.

X. Distribution.

A. A copy of this Code of Ethics and any amendments to this Code shall be provided to every official and employee of the County via the County's website; it shall also be distributed via electronic mail each year.

B. A guide with frequently asked questions shall be provided to assist officials and employees in understanding the Code.

XI. Enforcement.

Any official or employee who violates the Colorado Constitution or Colorado statutes or this Code of Ethics may be fined or prosecuted, in any manner provided by law. In addition, any employee who aids and assists an official or employee in violating this Code of Ethics is subject to disciplinary action, up to and including, termination of employment

ADAMS COUNTY, COLORADO - CODE OF ETHICS

APPROVED AND ADOPTED:

DATE:

Adams County Assessor

Adams County Board of Commissioners, Chair

Adams County Board of Commissioners, Member

Adams County Board of Commissioners, Member

Adams County Clerk and Recorder

Adams County Coroner

Adams County District Attorney

Adams County Public Trustee

ADAMS COUNTY, COLORADO - CODE OF ETHICS

APPROVED AND ADOPTED (continued):

DATE:

Adams County Sheriff

Adams County Treasurer



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018			
SUBJECT: Schwarze Model M6 Avalanche Street Sweepers			
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager			
HEARD AT STUDY SESSION ON: June 26, 2018			
AUTHORIZATION TO MOVE FORWARD: X YES NO			
RECOMMENDED ACTION: That the Board of County Commissioners approves a Purchase Order to Atlantic Machinery, Inc., for Schwarze Model M6 Avalanche Street Sweepers			

BACKGROUND:

On December 21, 2017, Schwarze Industries, Inc., submitted a proposal to the National Joint Powers Alliance (NJPA) purchasing cooperative to provide street sweepers and equipment to participating agencies. On February 19, 2018, a contract was awarded to Schwarze Industries, Inc., by NJPA for such equipment. The contract allows authorized resellers to sell Schwarze Industries, Inc., manufactured street sweepers and equipment utilizing the negotiated cooperative pricing.

In 2018, budget appropriations were made to procure several new Street Sweepers for the Facilities and Fleet Management Department (Fleet Management), as the current sweepers are at the end of their service hours. The appropriations included funding for two (2) 2018 Schwarze Model M6 Avalanche Street Sweepers in the amount of \$307,520.00 each for a total of \$615,040.00 from Atlantic Machinery, Inc., which is an authorized NJPA reseller.

Fleet Management feels the contracted pricing is fair and reasonable for this equipment. It is recommended that the Purchase Order be issued to Atlantic Machinery, Inc., for the purchase of the Street Sweepers for Fleet Management.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1

Cost Center: 9111

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9165	91111820	\$1,240,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,240,000

New FTEs requested:	YES	NO NO
Future Amendment Needed:	YES	🖂 NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER BETWEEN ADAMS COUNTY AND ATLANTIC MACHINERY, INC., FOR STREET SWEEPERS

WHEREAS, Schwarze Industries, Inc., submitted a proposal on December 21, 2017 to provide Street Sweepers and equipment to the National Joint Powers Alliance (NJPA) purchasing cooperative; and,

WHEREAS, Schwarze Industries, Inc., was awarded a contract on February 19, 2018 to provide street sweepers and equipment through approved NJPA resellers; and,

WHEREAS, Atlantic Machinery, Inc., is an approved NJPA reseller; and,

WHEREAS, Adams County is a participant in the NJPA purchasing cooperative; and,

WHEREAS, Atlantic Machinery, Inc., agrees to provide two (2) 2018 Schwarze Model M6 Avalanche Street Sweepers in the amount of \$307,520.00 each, for a total of \$615,040.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the purchase order award be made to Atlantic Machinery, Inc., to provide two (2) 2018 Schwarze Model M6 Avalanche Street Sweepers.

BE IT FURTHER RESOLVED that the Chair hereby authorizes the Purchasing Division to sign the Purchase Order to Atlantic Machinery, Inc.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018
SUBJECT: Countywide Office Supplies
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to renew the agreement with EON Enterprises, Inc., for Countywide general office supplies, paper, and toner.

BACKGROUND:

In 2013, the Colorado State Purchasing Office had performed a Request for Proposal and awarded Pricing Agreements to EON Enterprises, Inc., (dba EON Office), OfficeMax North America, Inc., and MLF Distributing, Inc., (dba Sun Office Solutions) for the purchase of general office supplies, paper and toner. These agreements are available to all governmental entities in Colorado, which is in accordance with Adams County Purchasing Policies and Procedures. The State Agreements are written as a five year term with annual renewal options required.

After a thorough review of the State Pricing Agreements, County staff recommended the award be made to EON Office, as they offered the best overall pricing of the three suppliers. In June 2016, the Board of County Commissioners approved the award to EON Office, for a one year agreement with two one year renewal options (allowing for consistency with the State's contract terms).

Staff is pleased with the products and services received by EON Office and recommends approving Amendment Two for the second renewal year option of the agreement in an estimated annual amount of \$424,000.00, based on 2017-2018 spend.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

All Offices and Departments

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: all

Cost Center: multiple

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7240		\$3,101,584
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$3,101,584

New FTEs requested:	YES	NO NO
Future Amendment Needed:	YES	

Additional Note:

Elected Office and Departmental budgets for office supplies are determined individually. Supplies will be ordered on an as needed basis by administrative staff and paid via purchase card. Exact expenditure amounts are unknown at this time.

Current Budgeted Operating Expenditure is for Operating Supplies county-wide. Office supplies are only a portion of this budget that is approved for 2018.

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND EON ENTERPRISES, INC., (dba EON OFFICE) FOR GENERAL OFFICE SUPPLIES, PAPER, AND TONER

WHEREAS, EON Enterprises, Inc., (dba EON Office) submitted a proposal to the Colorado State Purchasing & Contracts Office in 2013 to provide general office supplies, paper and toner (office supplies); and,

WHEREAS, after a thorough evaluation the Colorado State Purchasing & Contracts Office entered into a Price Agreement with EON Office; and,

WHEREAS, EON Office agrees to provide office supplies to Adams County, utilizing the Colorado State Purchasing & Contracts Office Pricing Agreement, in the approximate annual amount of \$424,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the agreement between Adams County and EON Enterprises, Inc., (dba EON Office) for office supplies for Adams County Offices and Departments, be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment Two with EON Enterprises, Inc., (dba EON Office) after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018
SUBJECT: York Street, 78th Ave to 88th Ave Project
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to RockSol Consulting Group, Inc., for professional roadway engineering services.

BACKGROUND:

The Adams County Public Works Department has identified roadway improvements to the approximately one and one half (1.5) center lane miles of York Street, Welby Road, and Devonshire Boulevard between 78th Avenue and 88th Avenue. Professional engineering services are required to begin these improvements and shall include roadway capacity, safety, mobility, pedestrian access facilities, drainage system, and median/landscape amenities on York Street, Welby Road, and Devonshire Boulevard.

A formal Request for Proposal (RFP) was solicited on April 23, 2018, utilizing the Rocky Mountain E-Purchasing System (BidNet). The County received two (2) proposals on May 26, 2018, from RockSol Consulting Group, Inc., and JR Engineering Services.

After a thorough evaluation, staff deemed the proposal submitted by RockSol Consulting Group, Inc., to be fair and reasonable in the not to exceed amount of \$496,100.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution Evaluation Summary

FISCAL IMPACT:

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

Fund: 00013

Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	9135	30561802	500,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested:	YES	NO NO
Future Amendment Needed:	YES	🖂 NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND ROCKSOL CONSULTING GROUP, INC., FOR PROFESSIONAL ROADWAY ENGINEERING SERVICES

WHEREAS, RockSol Consulting Group, Inc., submitted a proposal to provide professional roadway engineering services for the York Street, 78th Ave to 88th Ave Project; and,

WHEREAS, after a thorough evaluation, it was determined that RockSol Consulting Group, Inc., provided the best value to Adams County; and,

WHEREAS, RockSol Consulting Group, Inc., has agreed to provide the necessary professional roadway engineering services in the not to exceed amount of \$496,100.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and RockSol Consulting Group, Inc., for Professional Roadway Engineering Services be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with RockSol Consulting Group, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.

RFP #2018.620 - YORK ST, 78TH AVE TO 88TH AVE PROFESSIONAL ENGINEERING SERVICES EVALUATION SUMMARY SHEET

CONTRACTOR: ROCKSOL CONSULTING GROUP, INC.									
CATEGORY: (project specific)	Total Available Weighted Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4		CATEGORY TOTALS	COST	
PROJECT OVERVIEW	15	10.5	15	12	13.5		51	Pricing based on hourly rates per task item and any sub- consultant fees (Reimbursable:	
CORE SERVICE DELIVERABLES	35	28	31.5	28	24.5		112		
FIRM CAPABILITIES/PAST PERFORMANCE	10	7	10	8	9		34	At Cost, IRS Mileage Rate,0% Standard Sub-Consultant Markup).	
PRICING	40	32	40	36	36		144		
TOTALS:	100	77.5	96.5	84	83		341		
TOTAL SCOR	RE:		34	41		AVG. SCORE:	85		
CONTRACTOR: JR ENGINEERING SEH	RVICES								
CATEGORY: (project specific)	Total Available Weighted Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4		CATEGORY TOTALS	COST	
PROJECT OVERVIEW	15	9	10.5	9	13.5		42	Pricing based on hourly rates	
CORE SERVICE DELIVERABLES	35	17.5	24.5	21	31.5		94.5	per task item and any sub- consultant fees (Reimbursable: At Cost, IRS Mileage Rate,0% Standard Sub-Consultant	
FIRM CAPABILITIES/PAST PERFORMANCE	10	6	6	7	8		27		
PRICING	40	28	24	28	24		104	Markup).	
TOTALS:	100	60.5	65	65	77		267.5		
TOTAL SCOR	2E.		26	7.5	1 [AVG. SCORE:	67	1	



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 10, 2018

SUBJECT: General Contractor (GC) Lobby Improvements Project – District Attorney's Office

FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager

HEARD AT STUDY SESSION ON:

AUTHORIZATION TO MOVE FORWARD: YES NO

RECOMMENDED ACTION: That the Board of County Commissioners approves a bid award to Whitestone Construction Services, Inc., to provide General Contractor (GC) construction services for the lobby improvements at the District Attorney's Office.

BACKGROUND:

The Adams County Facilities and Fleet Management Department (Facilities) has coordinated efforts to assist the District Attorney's Office (DA) with their building lobby improvements project. The lobby improvements at the DA building will provide enhanced security for the main entrance. It has been determined that construction services provided by a General Contractor are required for lobby improvement project completion. Facilities and the DA have confirmed that the add alternate for ballistic glass glazing at the center vestibule wall requested in the bid specifications is necessary and will be included in the scope of the construction services for this project.

A formal Invitation for Bid (IFB) was solicited on May 11, 2018, utilizing the Rocky Mountain E-Purchasing System (BidNet). The County received one (1) bid on June 11, 2018, from the following firm:

Firm Name	Overall Submitted Bid Total
Whitestone Construction Services, Inc.	\$325,754.00

After a thorough review of the submitted bid items by staff and budget confirmation by the design engineering firm of DLR Group, Inc., the bid by Whitestone Construction Services, Inc., was deemed to have met the minimum requirements set forth in the IFB and was within the project budget amount.

Staff recommends the award be made to Whitestone Construction Services, Inc., in the not to exceed amount of \$325,754.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department District Attorney's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1

Cost Center: 1114

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7845		\$325,754.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$325,754.00

New FTEs requested:	YES	NO NO
Future Amendment Needed:	YES	🖂 NO

Additional Note:

Transfers within the Facilities Budget will be done to address the need within this Business Unit, 1114.

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND WHITESTONE CONSTRUCTION SERVICES, INC., FOR GENERAL CONTRACTOR (GC) SERVICES

WHEREAS, on June 11, 2018, Whitestone Construction Services, Inc., submitted a bid to provide General Contractor (GC) construction services for the District Attorney's Office (DA) lobby improvements project; and,

WHEREAS, Whitestone Construction Services, Inc., is a responsive and responsible bidder, and will provide the GC construction services in the not to exceed amount of \$325,754.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Whitestone Construction Services, Inc., for General Contractor construction services be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with Whitestone Construction Services, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: RCU2017-00035 CASE NAME: CHANNING SELF-STORAGE

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COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

STAFF REPORT

Board of County Commissioners

July 10, 2018

Case No.: RCU2017-00035

Case Name: Channing Self-Storage

Owner's Name:	The Leona Darlene Brummund Trust
	C/O Mr. Myron W. Brummund, Co-Trustee
Applicant's Name:	Channing Corporation
Applicant's Address:	5100 PGA Blvd., Ste. 209, Palm Beach Gardens, FL 33418
Location of Request:	12570 Zuni Street
Nature of Request:	A conditional use permit to allow mini-storage on the property
Zone District:	Agricultural-3 (A-3)
Comprehensive Plan:	Urban Residential
Site Size:	9.93 ac. (432,551 sq. ft.)
Proposed Uses:	Mini-Storage
Existing Use:	Vacant
Hearing Date(s):	PC: June 14, 2018 / 6:00 p.m.
	BOCC: July 10, 2018 / 9:30 a.m.
Report Date:	June 26, 2018
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact, 2 conditions precedent, and 3 conditions

SUMMARY OF APPLICATION

Background

Channing Corporation, the applicant, is requesting a conditional use permit (CUP) to allow a mini-storage facility on a 9.93-acre property. The property is located on the southeastern corner of the intersection of Zuni Street and West 128th Avenue, and is currently vacant. The mini-storage facility will consist of nine buildings with the largest building being three-stories tall

and 22,525 square feet in size. The other proposed eight buildings will range between 2,250-17,760 square feet in size. According to the applicant, the largest building will be designed with climate-control features. The facility will also be enclosed by a 7 ft. tall black, aluminum fence, as well landscape buffers along Zuni Street and West 128th Avenue.

Site Characteristics:

The property is located at the southeastern corner of Zuni Street and West 128th Avenue. The City of Westminster is located to the north, south, and east of the property, and the City & County of Broomfield is located to the west. Drive accesses to the site are located on West 128th Avenue and Zuni Street.

Development Standards and Regulations Requirements:

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for mini-storage uses in the A-3 zone district. Section 4-10-02-05-01 of the County's Development Standards and Regulations outlines design and performance standards for mini-storage facilities. These standards include adequate screening of outdoor storage areas and garbage enclosures. There are no outdoor storage areas proposed with the development. In addition, the proposed development includes an on-site garbage enclosure that will be screened from public view.

Elevation plans provided with the application show the maximum building height on the property will be thirty-five (35) feet. Per Section 3-10-07-05 of the County's Development Standards, the maximum height allowed in the A-3 zone district for structures is thirty-five (35) feet. Per Section 3-10-07 of the County's Development Standards and Regulations, the minimum front setbacks required for principal structures in the A-3 zone district is fifty feet. The minimum required rear setback is twenty feet. A section line setback of 120 feet is also required on both Zuni Street and West 128th Avenue. The proposed buildings on the property will be located sixty feet from the property line along Zuni Street, fifty-five feet from the property line along West 128th Avenue, and 120 feet from both section lines. These setbacks conform to the County's required standards.

Per Section 4-16-19 of the County's Development Standards, 10% of the lot area is required to be landscaped. The site plan provided with the application shows 28% of the lot area will be landscaped. The proposed landscaping includes a 60 ft. buffer along Zuni Street and a 55 ft. landscape buffer along a section of West 128th Avenue. There is also a proposed 15 ft. perimeter buffer to be constructed along the southeastern section of the property (See Exhibit 3.3). The proposed landscape plan conforms to the County's Development Standards and Regulations.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Urban Residential. Per Chapter 5 of the Adams County Comprehensive Plan, Urban Residential areas are intended to provide a variety of housing types at a density greater than one dwelling unit per acre. In addition, secondary and supporting uses such as neighborhood schools, community facilities, parks, open space, and limited commercial uses may be allowed. The request to allow development of a mini-storage

facility on the property is consistent with the County's Comprehensive Plan. The use will provide convenient storage options for residents of the areas.

Northwest	North	Northeast
Broomfield	Westminster	Westminster
Mobile Home Park	Retail	Retail
West	Subject Property	East
Broomfield	A-3	Westminster
Mini Storage & Retail	Vacant	Open Space
Southwest	South	Southeast
Broomfield	A-3	Westminster
Multi-Family Dwellings	Open Space	Open Space

Surrounding Zoning Designations and Existing Use Activity:

Compatibility with the Surrounding Land Uses:

A majority of the immediate surrounding property to the site is developed with retail and highdensity residential uses. There is also a similar mini-storage use located to the west of the site, across Zuni Street. The adjoining properties to the east and southeast are used for open space. Developing the property for a commercial mini-storage will be compatible with the area,

PLANNING COMMISSION UPDATE:

The Planning Commission (PC) considered this case on June 14, 2018 and voted 4-1 to approve the request. Commissioner Thompson was the dissenting vote. Staff had recommended a condition of approval to allow the conditional use permit for 20 years, expiring on July 10, 2038. However, at the hearing, the applicant's representative informed the PC that because of the substantial investment required for construction of the facility and appropriateness of the location of the facility to the area, the staff-recommended condition, to allow the use for 20 years, should be removed. The PC discussed allowing the conditional use permit for unlimited number of years, but with an improved landscape plan.

After discussions, the PC decided to recommend approval of the request with a directive to the applicant to submit an enhanced landscape plan for staff review prior to the BOCC hearing. The landscape plan presented at the PC hearing showed 8 trees in the perimeter buffer. On June 27, 2018, the applicant submitted a new landscape plan; this plan shows 13 trees and 43 shrubs.

There was no one from the public to speak in favor or in opposition to the request.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact, 2 conditions precedent, and 3 conditions.

<u>Findings-of-fact for Approval</u>:

- 1. The conditional use is permitted in the applicable zone district.
- 2. The conditional use is consistent with the purposes of these standards and regulations.
- 3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
- 4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
- 5. The conditional use permit has addressed all off-site impacts.
- 6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
- 7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
- 8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions Precedent:

- 1. Prior to the issuance of a building permit, the applicant shall submit all drainage easements on the property to be reviewed by Adams County staff and record the approved easements with the Adams County Clerk & Recorder.
- 2. Prior to the issuance of a building permit, the applicant shall provide documentation from the City of Westminster and the City and County of Broomfield showing dedication of right-of-way, as required with the cities review comments.

Recommended Conditions:

- 1. Development of the site shall conform to the landscape plan submitted and approved with the application which shows a minimum of one tree and three shrubs for every linear foot along the southeastern property line.
- 2. No outdoor storage of materials shall be permitted.
- 3. All proposed buildings on the site shall conform to the building elevations submitted with the conditional use permit, which include building materials, windows, door openings, color, and scale.

PUBLIC COMMENTS

Property Owners Notified	Residents Notified	Number of Responses
62	61	3

Staff sent 62 notices to property owners and 61 notices to residents within a 1,000 feet radius of the subject request. As of writing this report, staff has received three comments from the public expressing opposition to the request. The concerns expressed in the letters included the proposed height of the buildings and increase in traffic. The applicant initially proposed 42 foot tall buildings at the intersection of Zuni Street and West 128th Avenue; however, reduced the height of the building to 35 feet after receiving comments from the Public and County staff. The proposed height conforms to the maximum height allowed in the A-3 zone standards.

COUNTY AGENCY COMMENTS

The proposed development will be required to construct two additional lanes along both Zuni Street and West 128th Avenue, as well as the construction of curb, gutter, and sidewalk. Installation of a new traffic signal pole shall also be required at the intersection of Zuni Street and West 128th Avenue.

REFERRAL AGENCY COMMENTS

The cities of Broomfield and Westminster requested right-of-way dedication, road improvements to full build-out, and installation of a new traffic signal pole for the development. Additionally, the City and County of Broomfield requested that the proposed access along Zuni Street should be aligned with the access for the existing Walgreens property located across the property on Zuni Street. The applicant has agreed to construct these improvements.

The North Metro Fire District requested a water supply plan and access onto the facility. The applicant has provided the water supply plan to the District, as well as emergency access onto the facility. The district has confirmed their request has been satisfied. Xcel Energy informed the applicant to apply for service upon approval. The Tri-County Health Department also reviewed the request and recommended the applicant to use best management practices for mosquito control and mitigate fugitive dust during construction of the project.

Responding with Concerns:

City & County of Broomfield City of Westminster North Metro Fire District Tri-County Health Department Xcel Energy

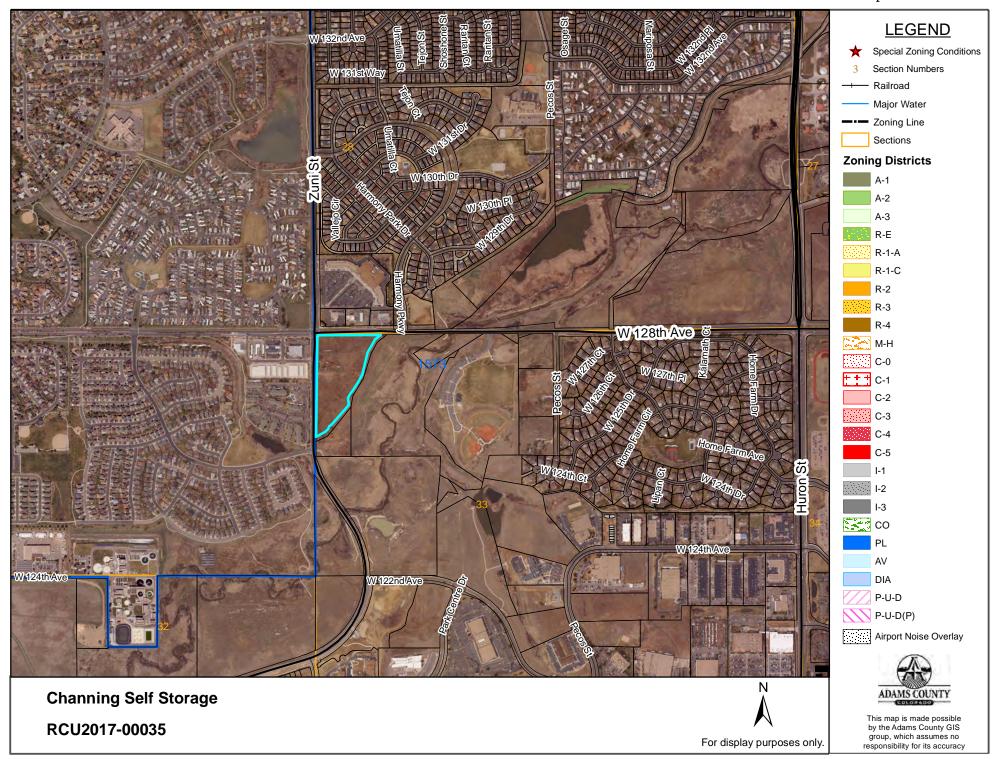
Responding without Concerns:

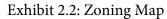
Colorado Department of Transportation (CDOT)

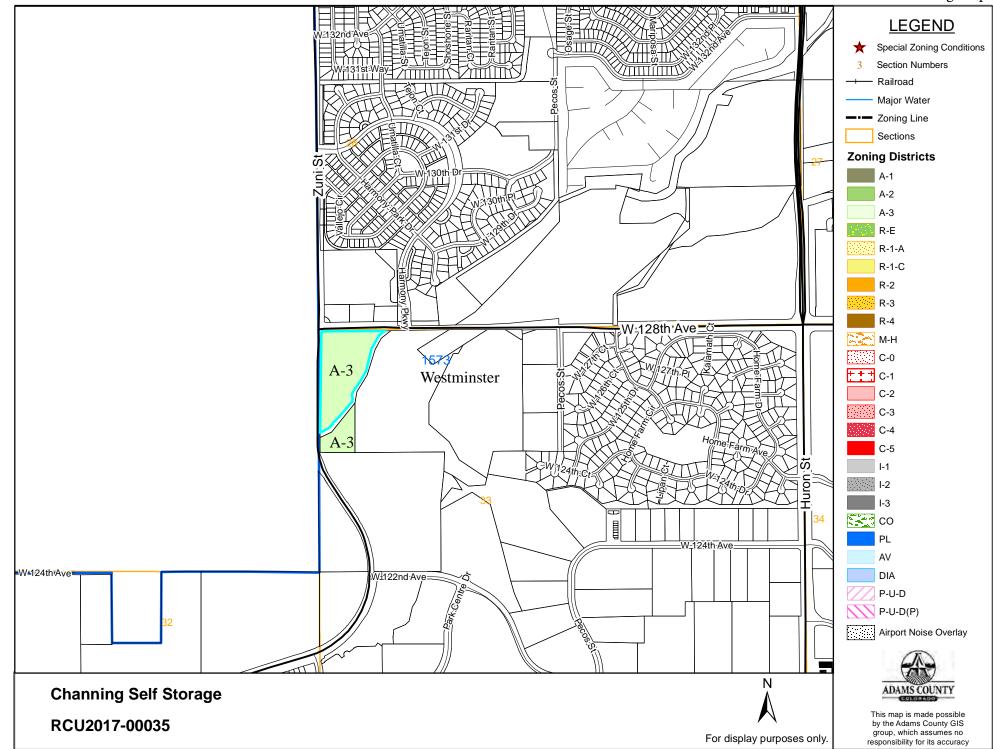
Notified but not Responding / Considered a Favorable Response:

Adams 12 School District Century Link Colorado Department of Public Health & Environment (CDPHE) Colorado Division of Wildlife Comcast Metro Wastewater Reclamation

Exhibit 2.1: Aerial Map







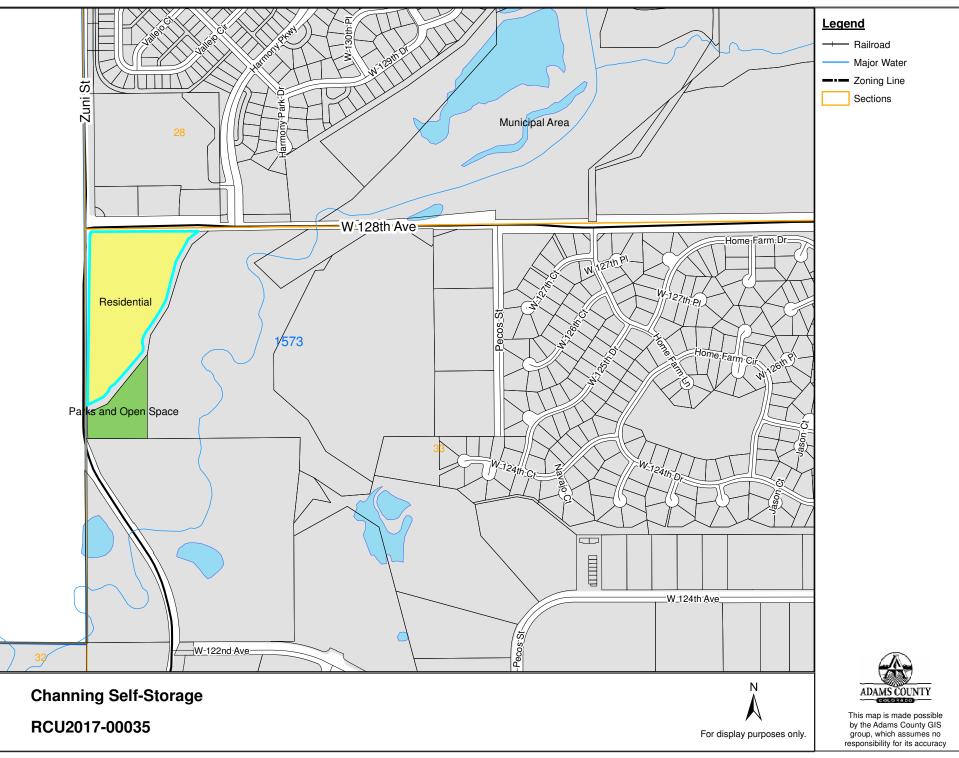
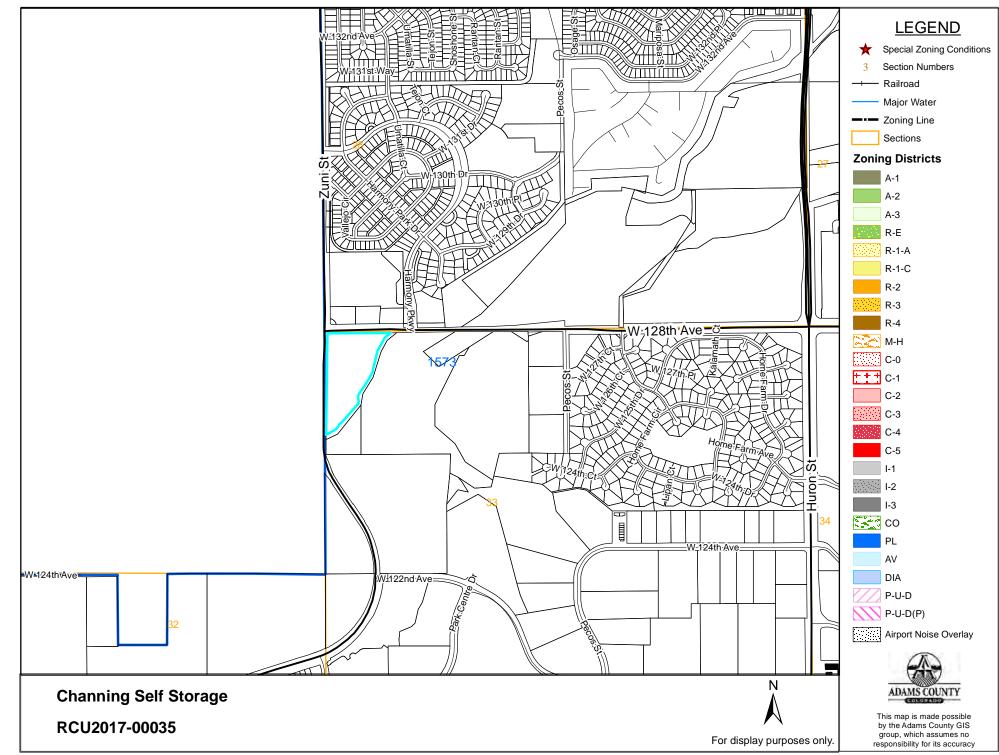


Exhibit 2.4 Simple Map





909 East 62nd Avenue • Denver, Colorado 80216 • 303.287.5525 • Fax 303.287.3697 • www.dcb1.com

PROJECT NARRATIVE

Store Self Storage & Wine Storage

This is an application for a Conditional Use Permit as permitted by the Adams County Development Standards and Regulations. The Channing Corporation would like to develop the property at 12750 Zuni Street in unincorporated Adams County to accommodate a new mini-storage facility. The Channing Corporation is proposing to develop a 3-story storage facility with 90,000 square feet of climate controlled storage, accompanied by 1-story drive-up storage buildings totaling approximately 112,000 square feet of various sizes across the rest of the site. The total investment for this project will exceed \$17 million and the contemporary design will greatly enhance the corner. In the last 45 years, Channing Corporation of Palm Beach Gardens, Florida has developed and/or owned real estate valued at over \$1.5 billion including an award winning self storage and wine storage facility totaling 155,000 square feet.

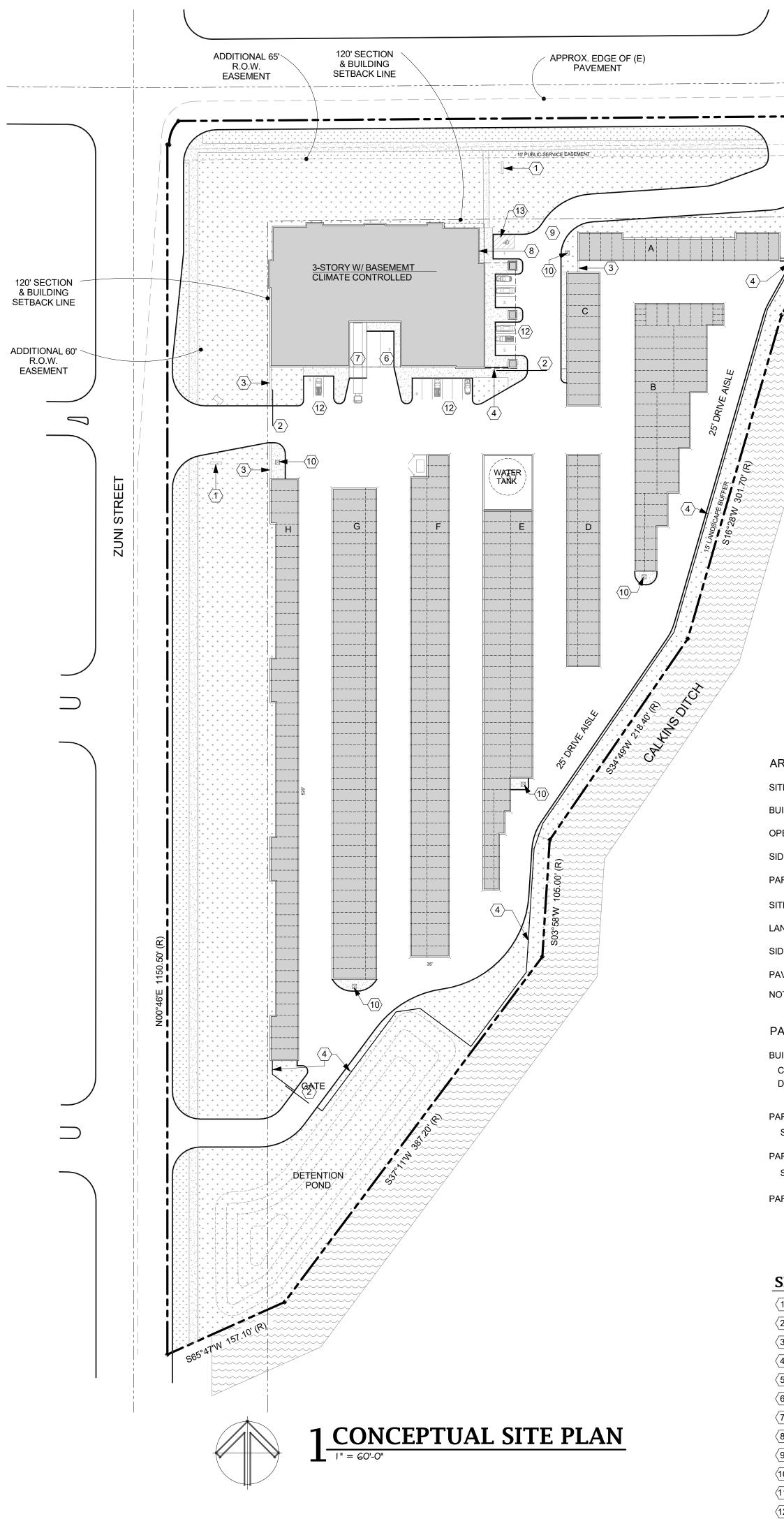
The site is approximately 9.93 acres and zoned as A-3 (Agriculture-3). Currently there is one (1) abandoned residential structure and one (1) accessory structure on the site which will be removed with this development. Surrounding uses include both commercial and residential development. Along 128th Avenue to the north, there is a Chase Bank, 7-Eleven, K&G Petroleum, and McDonald's fronting a vacant King Soopers further north. Northwest along Midway Boulevard is the Front Range Mobile Community. To the west along Zuni Street, there is a Walgreens, SecuCare Self Storage, and Willow Run Village Apartments. This Conditional Use permit request will be compatible with the surrounding area.

This Conditional Use Permit request includes the following development standards:

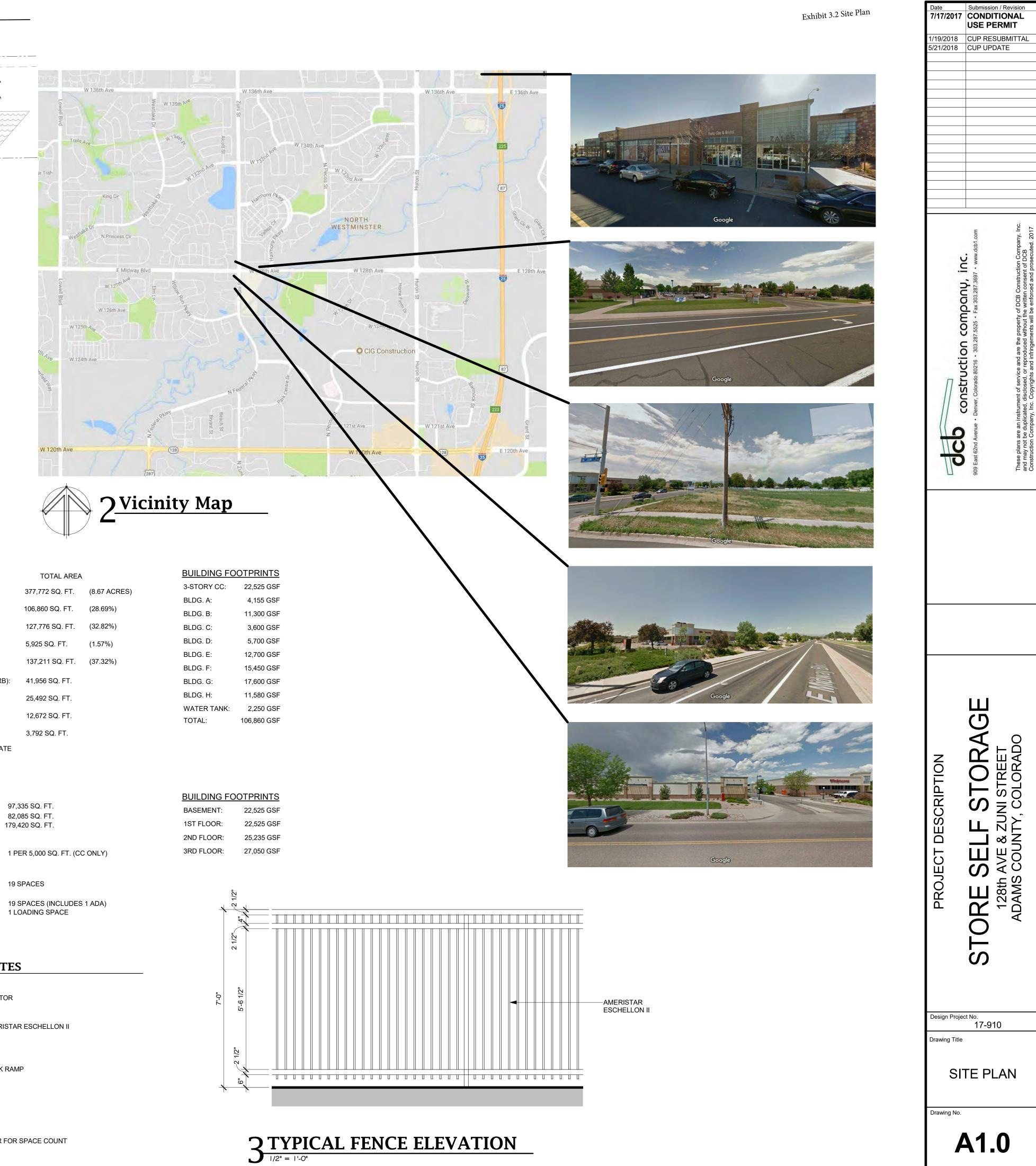
- 1. 50-foot front and side building setbacks along Zuni Street and 128th Avenue will be reflected as well as the required 20-foot building setback on the eastern boundary.
- 2. Extra wide interior driveways to accommodate both truck, vehicular and emergency circulation on the site.
- 3. Site access is proposed at two locations, one along 128th Avenue and the other along Zuni Street.
- 4. Both access points will include controlled gated entrances and the entire property will be surrounded by building facades, attractive fencing and landscaping.
- 5. A 50-foot landscape buffer is included along Zuni Street and 128th Avenue and a 15-foot landscape buffer is provided along the eastern edge of the property.
- 6. Storm drainage on the site will be accommodated by a detention pond at the south end where the existing topography currently slopes.
- 7. Preliminary discussions with Broomfield will allow for connection to their sewer system pending a design review.
- 8. Water service will be provided via a well and on-site storage cistern sized to accommodate fire protection design loads.

The nature of the improvements proposed for the property are not typical for a Conditional Use, but rather suggest a permanent use of the site. The Channing Corporation intends this to be the first of many projects in the region.

construction professionals since 1960



WEST 128th AVE.



AREA ANALYSIS

SITE AREA:	377,772 \$
BUILDING FOOTPRINTS:	106,860 \$
OPEN SPACE/ LANDSCAPING:	127,776
SIDEWALKS (ON-SITE):	5,925 SC
PARKING/ PAVED AREA:	137,211
SITE AREA (ROW TO BACK OF CUR	B): 41,956 S
LANDSCAPING (OFF-SITE):	25,492 S
SIDEWALKS (OFF-SITE):	12,672 S
PAVED AREA:	3,792 SC
NOTE: ALL AREAS ARE APPROXIMA	TE

PARKING ANALYSIS

BUILDING AREAS: CLIMATE CONTROLLED DRIVE-UP UNITS

PARKING RATIO: SELF STORAGE:

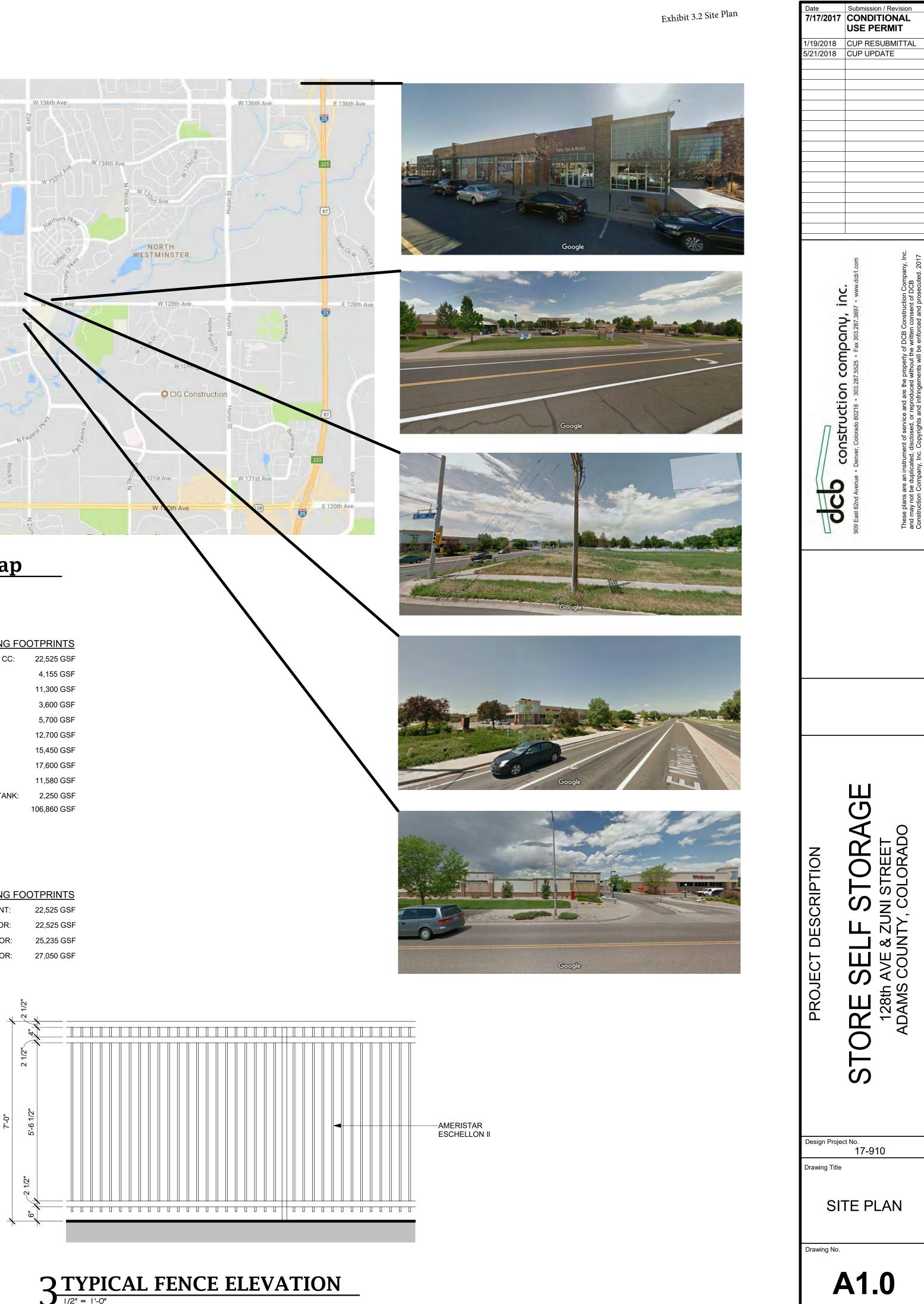
PARKING REQUIRED:

SELF STORAGE:

PARKING PROVIDED:

BUILDING FOOTPRINTS		
3-STORY CC:	22,525 GSF	
BLDG. A:	4,155 GSF	
BLDG. B:	11,300 GSF	
BLDG. C:	3,600 GSF	
BLDG. D:	5,700 GSF	
BLDG. E:	12,700 GSF	
BLDG. F:	15,450 GSF	
BLDG. G:	17,600 GSF	
BLDG. H:	11,580 GSF	
WATER TANK:	2,250 GSF	
TOTAL:	106,860 GSF	

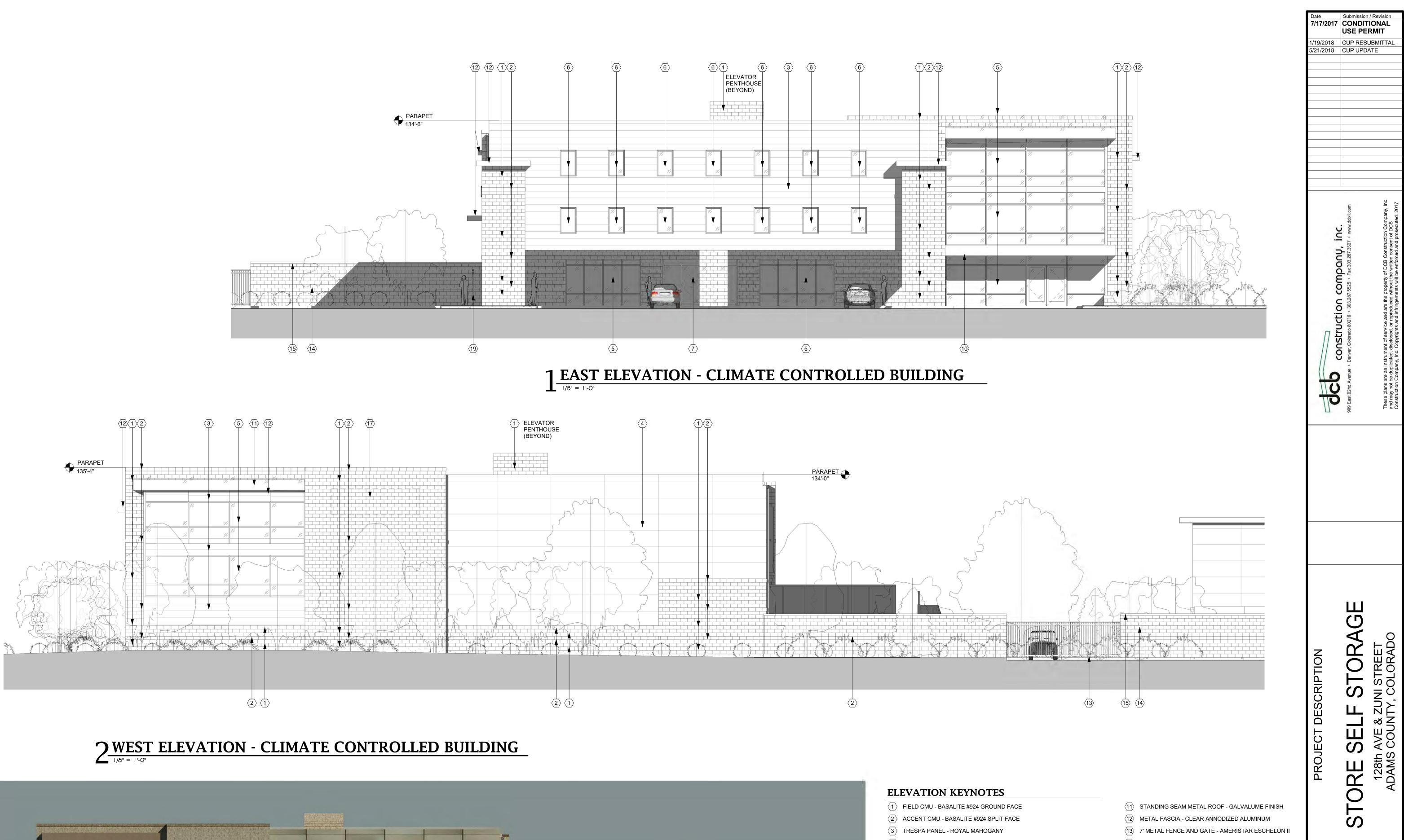
BUILDING F	OOTPRINTS
BASEMENT:	22,525 GSF
1ST FLOOR:	22,525 GSF
2ND FLOOR:	25,235 GSF
3RD FLOOR:	27,050 GSF



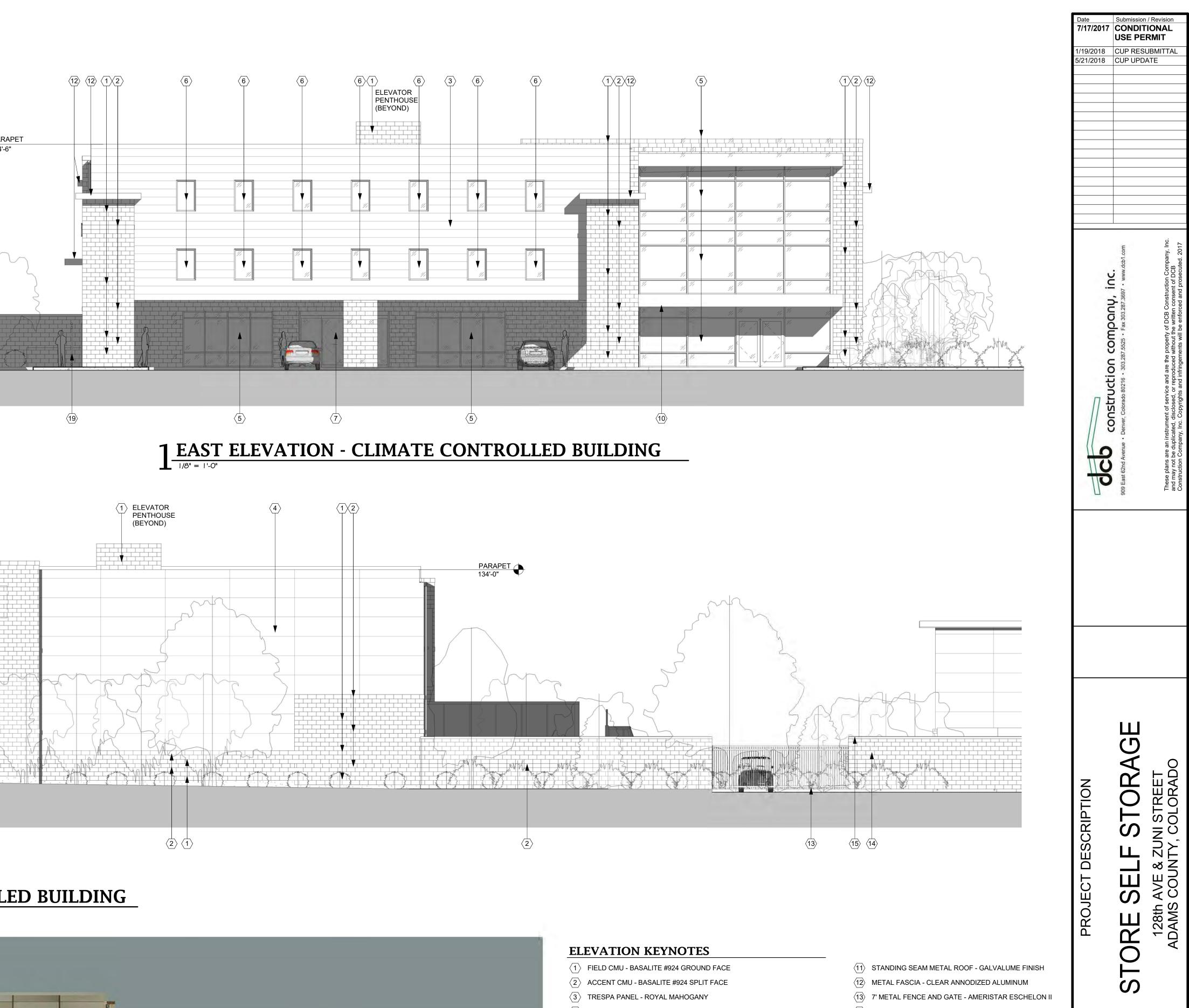
SITE PLAN KEYNOTES

- $\langle \underline{1} \rangle$ monument sign
- 2 SLIDING GATE WITH OPERATOR
- $\langle 3 \rangle$ 8' TALL CMU SCREEN WALL
- $\langle 4 \rangle$ 7' TALL METAL FENCE, AMERISTAR ESCHELLON II
- $\langle 5 \rangle$ WATER CISTERN
- $\langle 6 \rangle$ LOADING DOCK AT GRADE
- $\langle 7 \rangle$ LOADING DOCK WITH TRUCK RAMP
- $\langle 8 \rangle$ MAIN OFFICE LOCATION
- $\langle 9 \rangle$ CUSTOMER ENTRY
- (10) FIRE HYDRANT
- $\langle 11 \rangle$ TRASH ENCLOSURE
- (12) PARKING AREA, SEE NUMER FOR SPACE COUNT
- (13) HANDICAPPED PARKING









- $\langle \overline{4} \rangle$ INSULATED METAL PANEL KINGSPAN CHAMPAGNE BRONZE $\langle 5
 angle$ ALUMINUM STOREFRONT WINDOW SYSTEM - CLEAR ANNODIZED FINISH
- $\langle \overline{6} \rangle$ ALUMINUM WINDOW CLEAR ANNODIZED FINISH
- $\langle 7 \rangle$ AUTOMATIC DOOR CLEAR ANNODIZED FINISH
- $\langle 8 \rangle$ INSULATED METAL DOOR PAINT SW 6073 PERFECT GREIGE $\langle 9 \rangle$ PREFINISHED OVERHEAD DOOR - COLOR SANDSTONE
- (10) AWNING CLEAR ANNODIZED ALUMINUM FASCIA

- (14) 8' TALL CMU SCREEN WALL BASALITE #924 GOUND FACE
- (15) PRECAST CONCRETE CAP
- (16) NORTH FACADE SIGNAGE ALLOWABLE AREA 110SF
- (17) WEST FACADE SIGNAGE ALLOWABLE AREA 80SF
- (18) SOUTH FACADE SIGNAGE ALLOWABLE AREA 110SF
- (19) TRUCK LOADING DOCK
- 20 PREFINISHED DOWNSPOUT
- (21) CMU PLANTER BASALITE #924 GROUND FACE

ELEVATIONS

esign Project No.

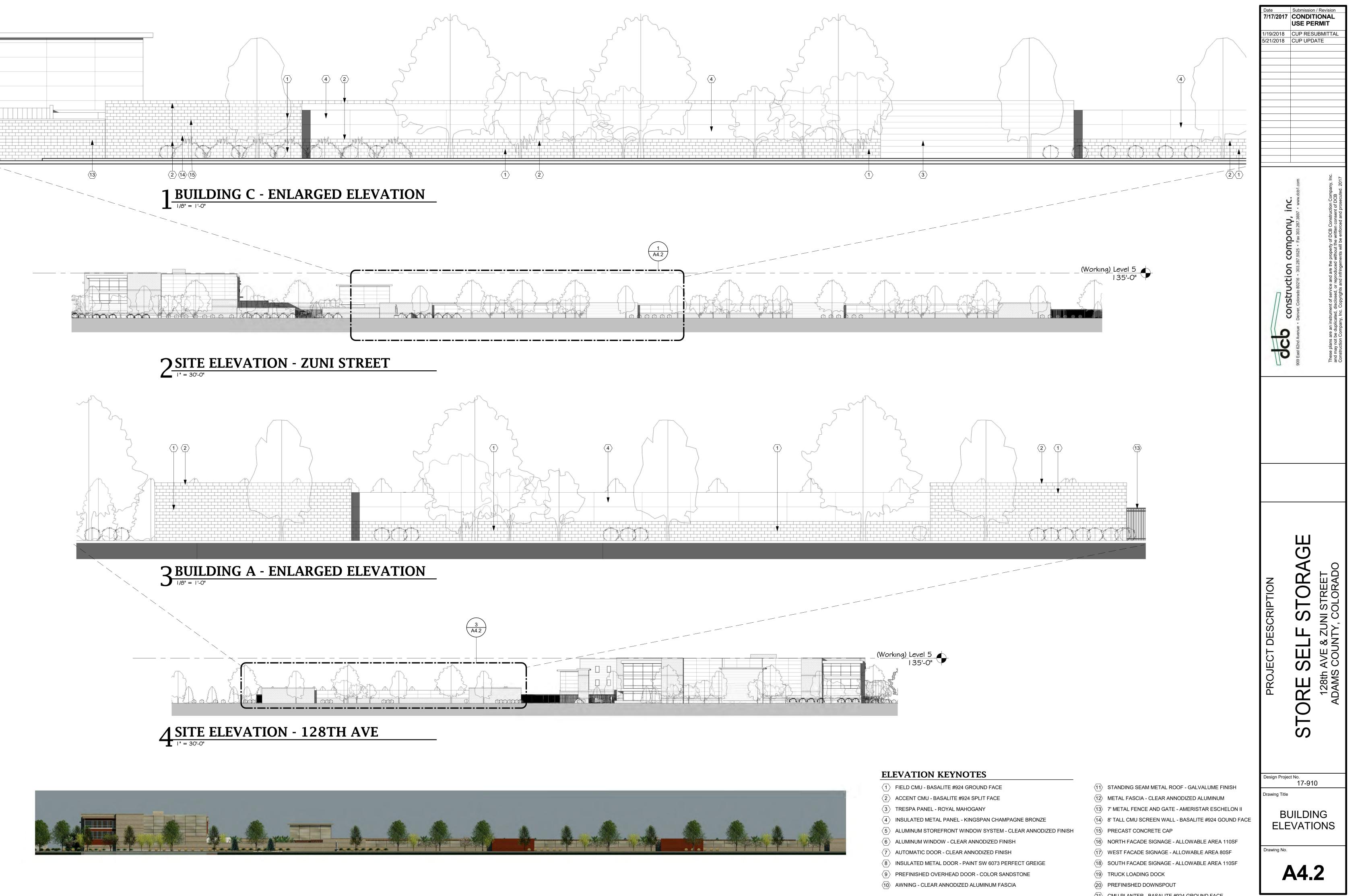
Drawing Title

17-910

BUILDING

A4.1

Drawing No.





(21) CMU PLANTER - BASALITE #924 GROUND FACE

<u>NOTE:</u> 35'-0" MAXIMUM BUILDING HEIGHT

PROPOSED EXTERIOR MATERIALS



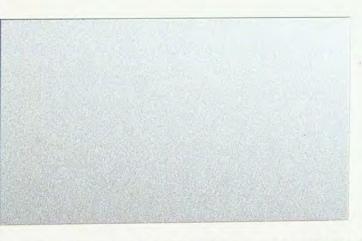
ACCENT CMU – BASALITE #924 SPLIT FACE



FIELD CMU – BASALITE #924 GROUND FACE



TRESPA PANEL - ROYAL MAHOGANY



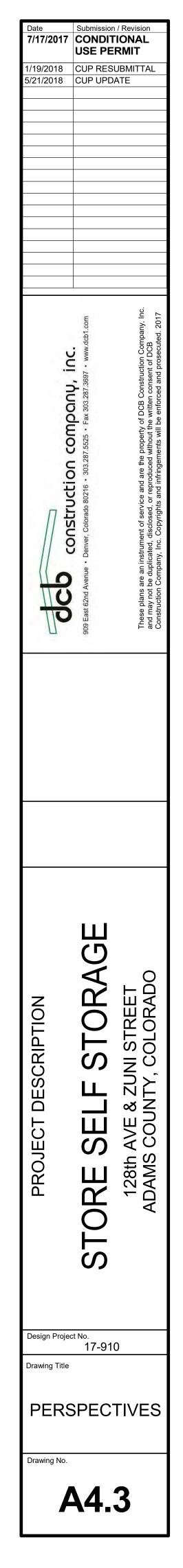
KINGSPAN INSULATED METAL PANEL - CHAMPAGNE BRONZE

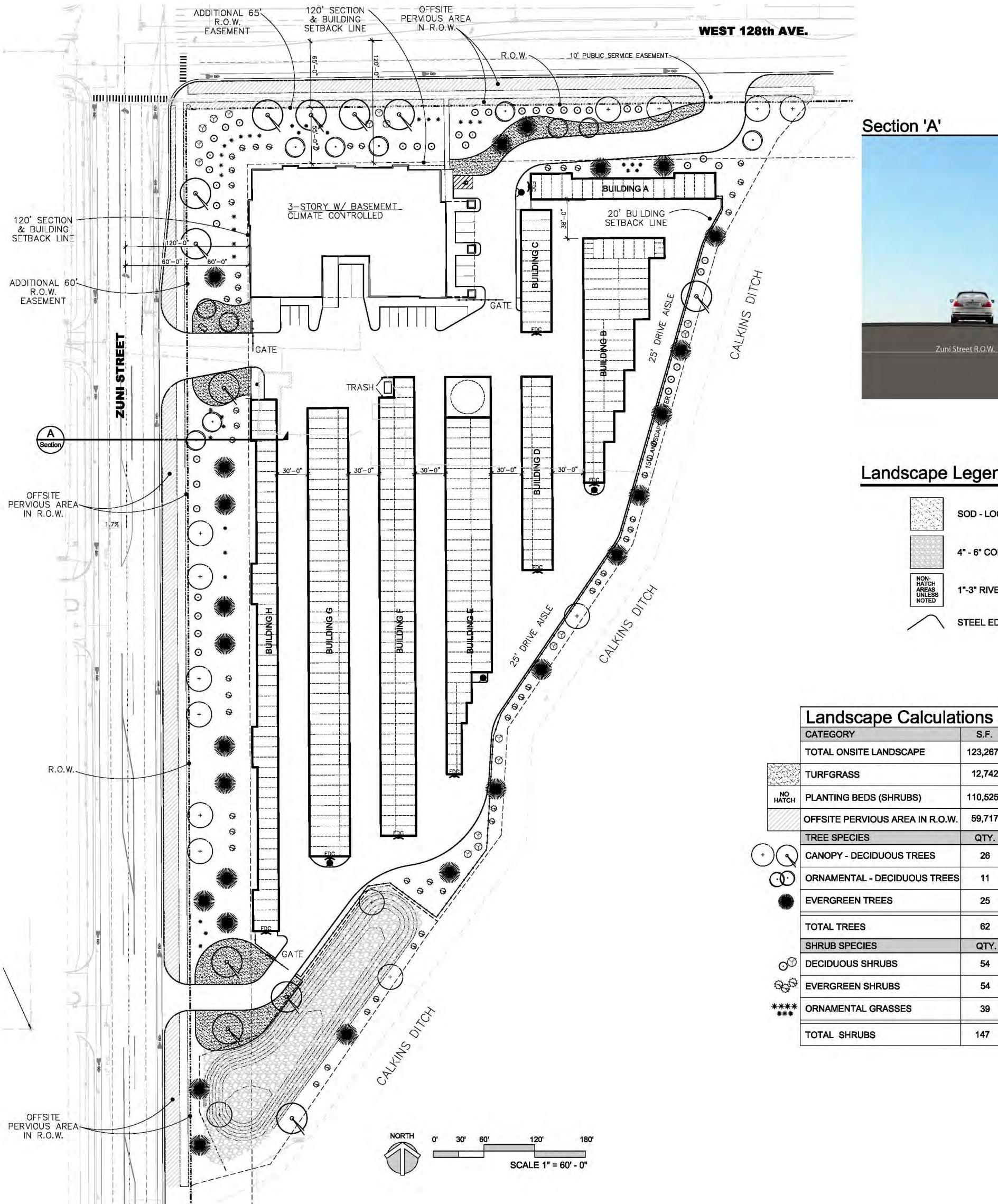
MULLIONS - CLEAR ALUMINUM





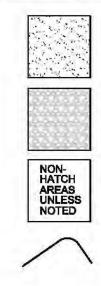






Section 'A' Zuni Street R.O.W. sidewalk

Landscape Legend:



SOD - LOCALLY AVAILABLE FESCUE BLEND

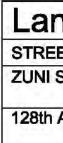
4" - 6" COBBLE

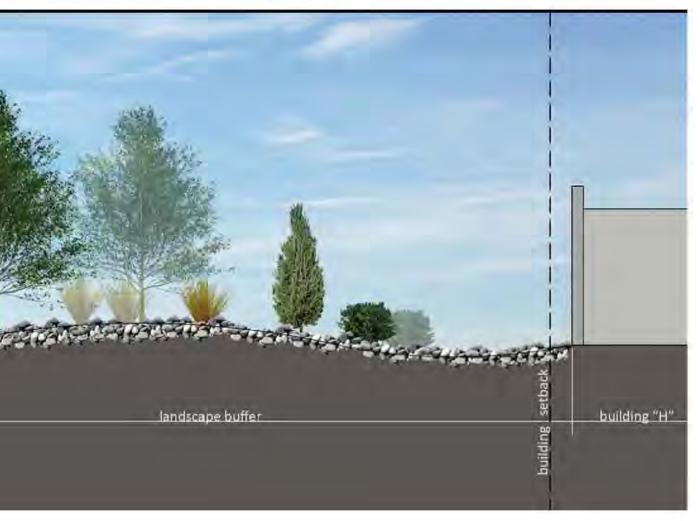
1"-3" RIVER ROCK - LOCALLY AVAILABLE

STEEL EDGING

Editadoupo outodial	
CATEGORY	S.F.
TOTAL ONSITE LANDSCAPE	123,267
TURFGRASS	12,742
PLANTING BEDS (SHRUBS)	110,525
OFFSITE PERVIOUS AREA IN R.O.W.	59,717
TREE SPECIES	QTY.
CANOPY - DECIDUOUS TREES	26
ORNAMENTAL - DECIDUOUS TREES	11
EVERGREEN TREES	25
TOTAL TREES	62
SHRUB SPECIES	QTY.
DECIDUOUS SHRUBS	54
EVERGREEN SHRUBS	54
ORNAMENTAL GRASSES	39
TOTAL SHRUBS	147
	CATEGORY TOTAL ONSITE LANDSCAPE TURFGRASS PLANTING BEDS (SHRUBS) OFFSITE PERVIOUS AREA IN R.O.W. TREE SPECIES CANOPY - DECIDUOUS TREES ORNAMENTAL - DECIDUOUS TREES EVERGREEN TREES EVERGREEN TREES SHRUB SPECIES DECIDUOUS SHRUBS EVERGREEN SHRUBS

COMMON NAME	BOTANICAL NAME	SIZE	COND.
CANOPY - DECIDUOUS TREE			
REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	2" CAL.	B&B
RED OAK	QUERCUS RUBRA	2" CAL.	B&B
SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	2" CAL.	B&B
NORWAY MAPLE	ACER PLATANOIDES	2" CAL.	B&B
HACKBERRY	CELTIS OCCIDENTALIS	2" CAL.	B&B
EVERGREEN TREE			
AUSTRIAN PINE	PINUS NIGRA	6' HT.	B&B
ORNAMENTAL TREES			
JAPANESE LILAC	SYRINGA JAPONICA	1 1/2" CAL.	B&B
WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	1 1/2" CAL.	B&B
GINNALA MAPLE	ACER GINNALA	1 1/2" CAL.	B&B
SHRUBS			
RED TWIG DOGWOOD	CORNUS ALBA 'SIBIRICA'	5 GAL.	CONT
RUSSIAN SAGE	PEROVSKIA ARTIPILCIFOLISA	5 GAL.	CONT
GOLD DROP POTENTILLA	POTENILLA FRUTICOSA 'GOLD DROP'	5 GAL.	CONT
LITTLE PRINCESS SPIREA	SPIREA JAPONICA 'LITTLE PRINCESS'	5 GAL.	CONT
BLUE BEARD SPIREA	CARYOPTERIS X CLANDONENSIS 'BLUE BEARD'	5 GAL.	CONT
ORNAMENTAL GRASSES			
DWARF MAIDEN GRASS	MISCANTHUS SINESIS 'YAKU JIMA"	5 GAL.	CONT
KARL FOERSTER FEATHER REED	CALAMAGROSIC ACUTI ' KARL FORESTER'	5 GAL.	CONT





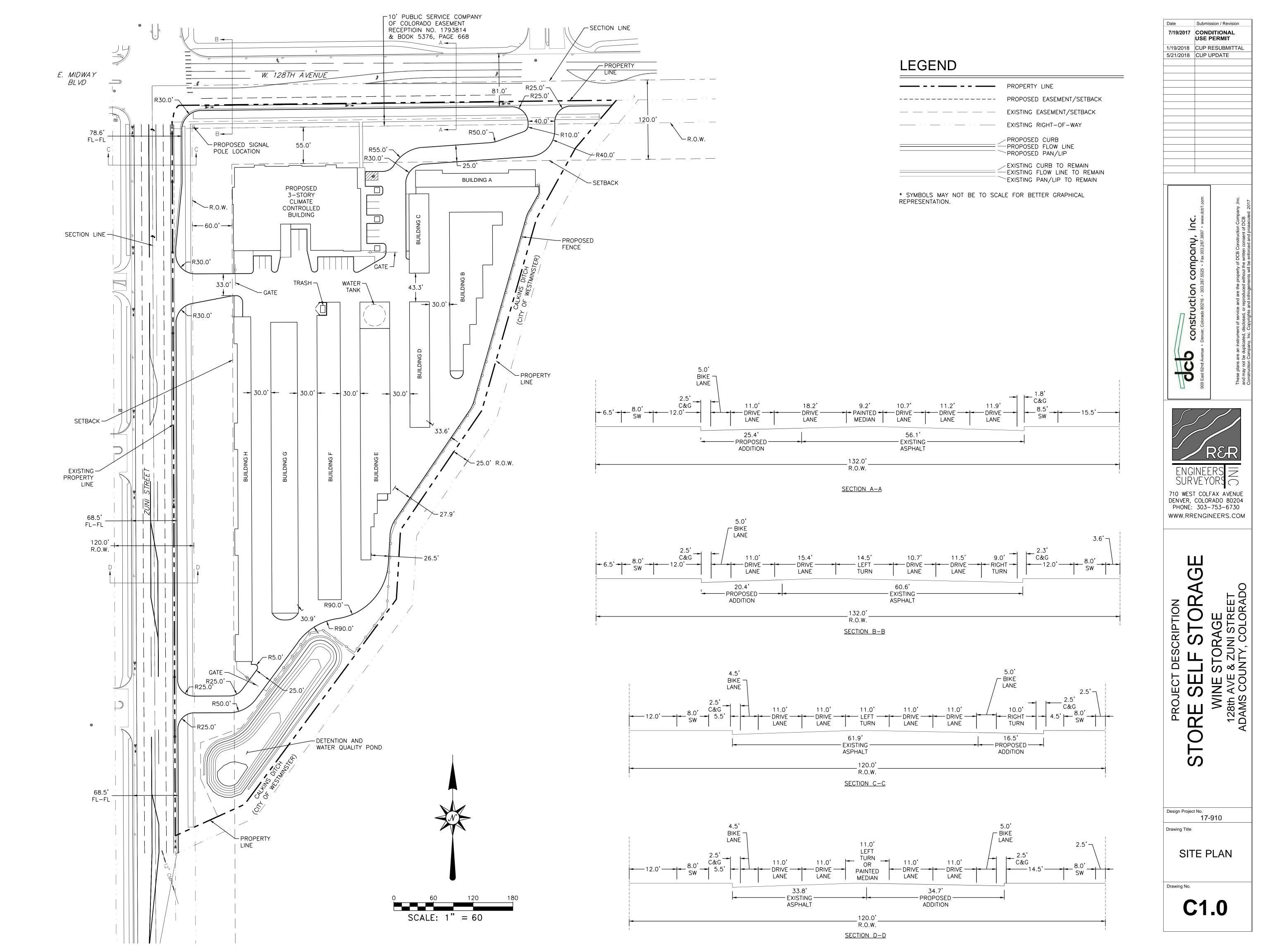
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1,134 LF.	57	= 2 SHRUBS / 40 L.F.	57	SHRUBS	
AVENUE 665 LF.	17	= 1 TREE / 40 L.F.	17	TREES	
	34	= 2 SHRUBS / 40 L.F.	50	SHRUBS	

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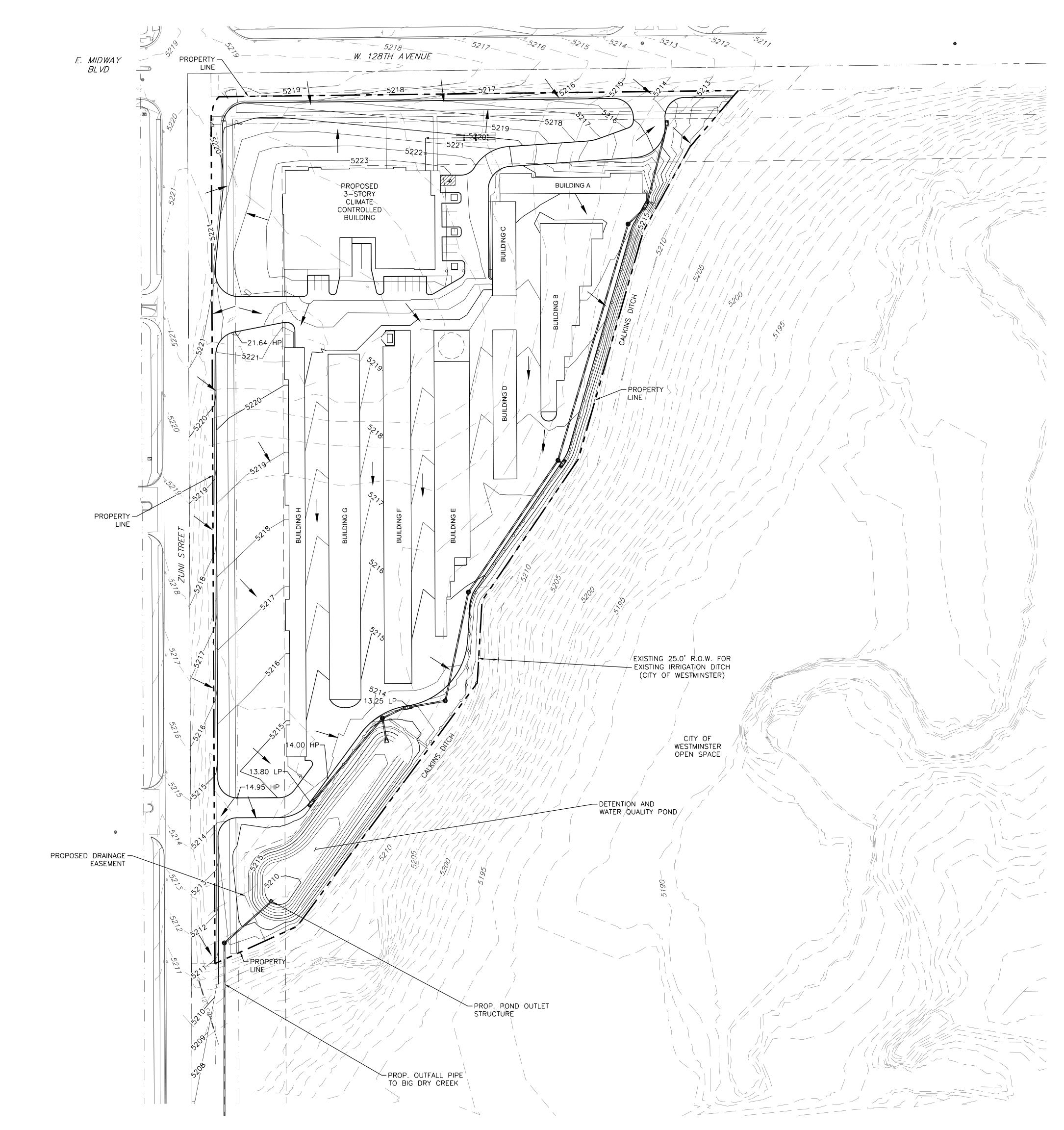
[urban design] [planning] [landscape architecture] [tech]

5639 SOUTH CURTICE STREET Littleton, colorado 80120 303 883 2735 Stacklot.com

PROJECT DESCRIPTION PROJECT DESCRIPTION STORE SELF STORAGE WINE STORAGE 128th AVE & ZUNI STREET 128th AVE & ZUNI STREET ADAMS COUNTY, COLORADO TO CONTROL OF A COLORADO				
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	Ē	-	128th AVE & ZUNI STREET	ADAMS COUNTY, COLORADO



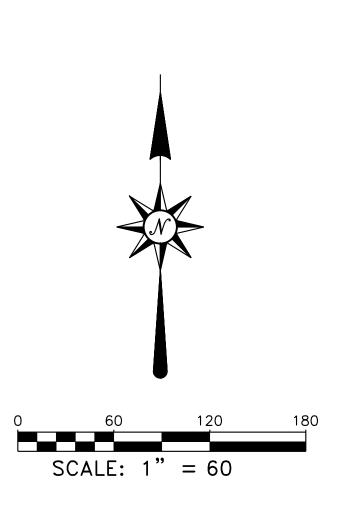
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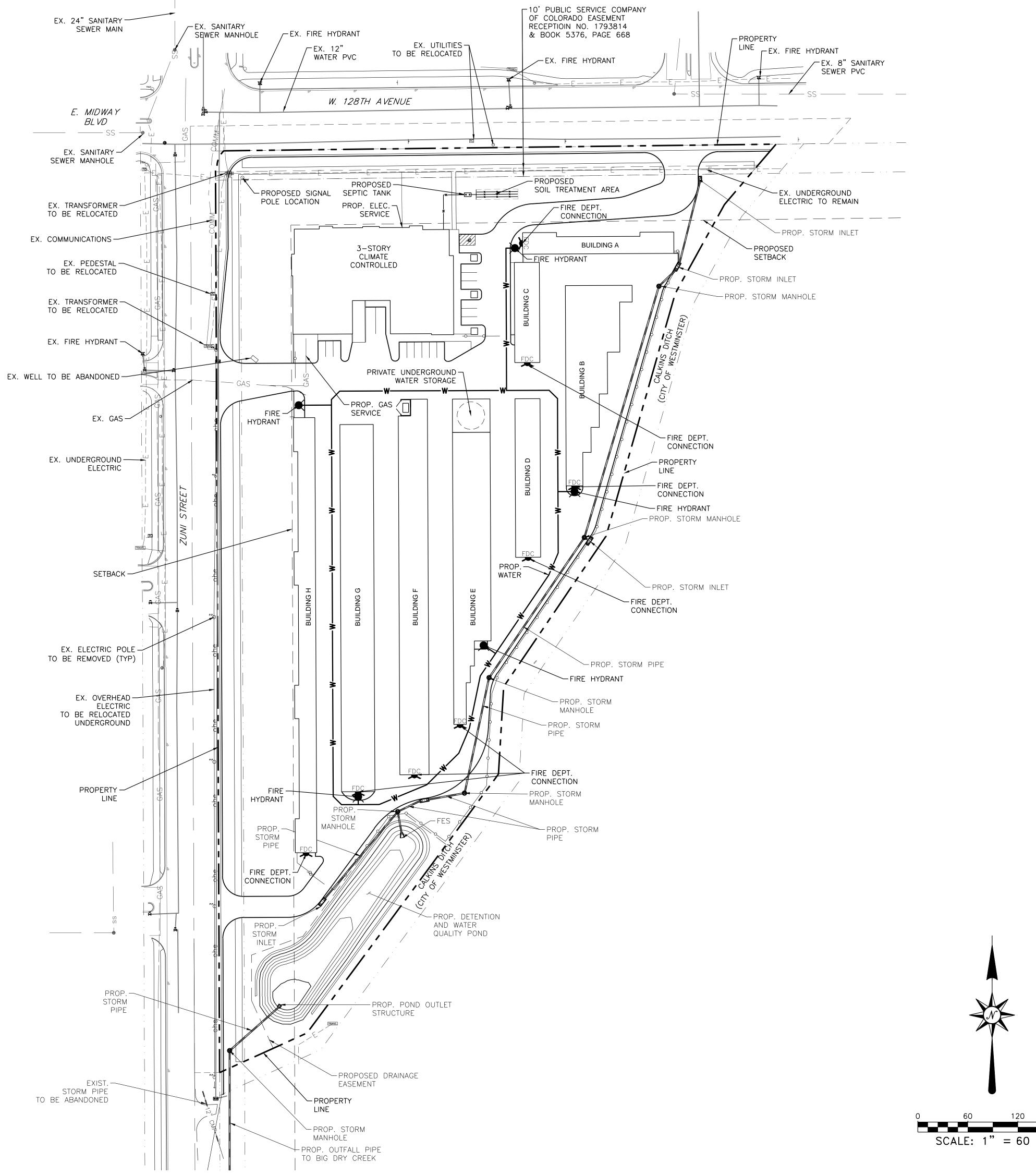


LEGEND

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	PROPOSED SAWCUT LINE
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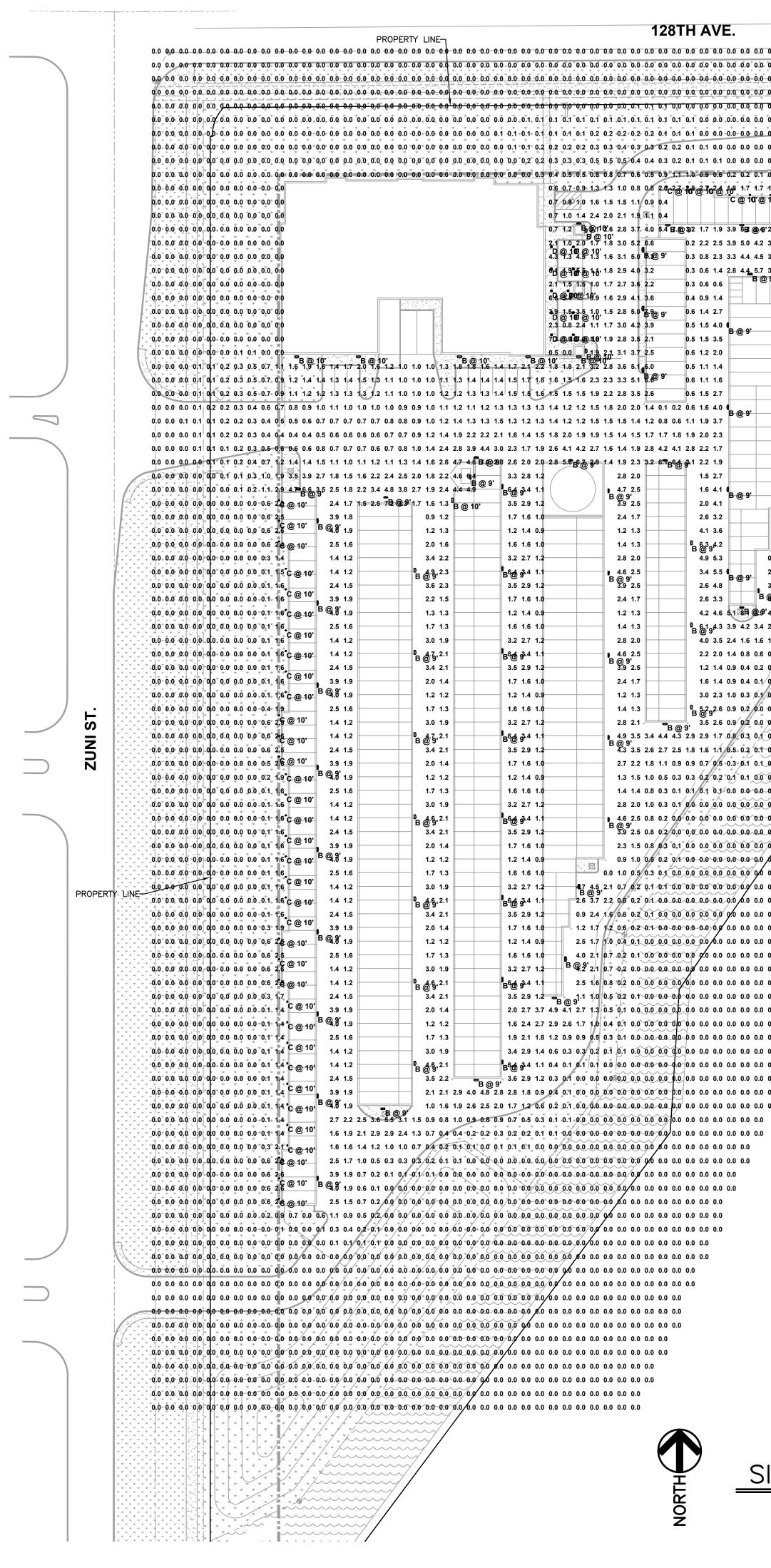




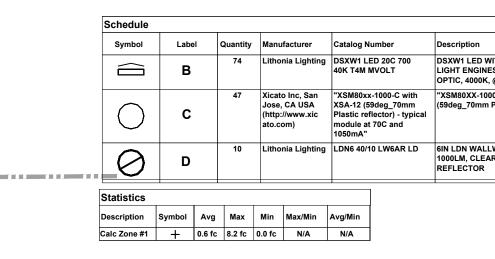


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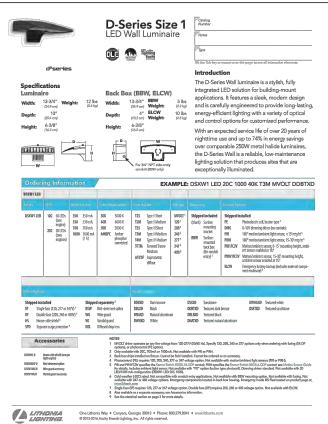
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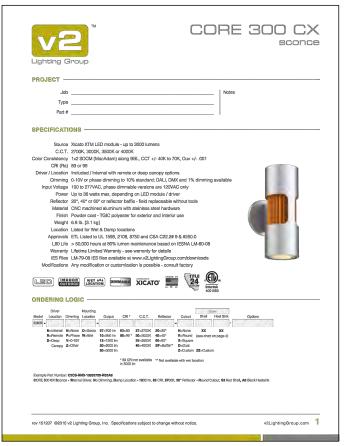
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Type B:



Type C:



Type D:



	Lamp	Filename
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00-C with XSA-12 Plastic reflector)"	"Xicato XSM80xx-1000- C - typical module at 70C, 1050mA, 80CRI(min)"	CORE 300 1000lm 80 60deg.IES
LWASH, 4000K, NR, MATTE DIFFUSE	LED	LDN6_40_ W6AR_LD
	•	

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Date: 08/31/2017

Project Number:	RCU2017-00035

Project Name: Channing Self Storage

Note to Applicant:

The following review comments and information from the Development Review Team is based on submitted documents only.

For submission of revisions of applications, a cover letter addressing each staff review comment that is in bold must be provided. The cover letter must include the following information: restate each bolded comment 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. Identify any additional changes made to the original document other than those required by staff.

Commenting Division:Building ReviewName of Reviewer:Justin BlairDate:08/03/2017Email:JBlair@adcogov.orgNo CommentImage: Comment State Sta

Commenting Division:Code Enforcement ReviewName of Reviewer:Eric GuentherDate:08/01/2017Email:EGuenther@adcogov.orgNo comment

BOARD OF COUNTY COMMISSIONERS

Charles "Chaz" Tedesco DISTRICT 2

Erik Hansen DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5 Commenting Division:Environmental AnalystName of Reviewer:Jen RutterDate:08/30/2017Email:JRutter@adcogov.orgNo commentImage: Second Sec

Commenting Division:	Engineering Review
Name of Reviewer:	Greg Labrie

Date: 07/31/2017

Email: GLabrie@adcogov.org

ENG1: The applicant must submit a trip generation analysis for the proposed operation on the site. If the new operation generates over 20 vehicles per day a traffic impact study signed and stamped by a professional engineer with the state of Colorado is required to be submitted to the Adams County Community and Economic Department for review and approval. The trip generation analysis is required prior to the approval of the CUP.

The remaining comments can be conditions of the CUP:

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County's MS4 Stormwater Permit area. In the event that the disturbed area of the site exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

ENG3: Prior to scheduling a final plat/FDP BOCC hearing (if needed) or issuance of building permits, whichever is required first, 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.

ENG4: The proposed site is fronted by W 128th Ave and Zuni Street; both of which are classified as major/principle Arterial roadways. The Adams County Development Standards and Regulations limits access to Arterial roadways. For the development to be allowed two access onto Arterial roadways, the second access must either be required for emergency services (i.e. by the jurisdictional fire district) or, the TIS must prove that the additional access would

significantly benefit the safety and operation of the roadway and is necessary to the safe and efficient use of the property.

ENG5: Per comment ENG4 and ENG5, a Traffic Impact Study (TIS) will be required for review and approval prior to development of this site. The TIS will need to include an evaluated for accel/decal turn lanes and, a signal warrant analysis and progression study.

ENG6: W 128th Ave is under the jurisdiction of the City of Westminster. The applicant will be required to obtain an access permit from the City of Westminster to allow the W 128th Ave access. Adams County cannot approve this access. A copy of the approved access permit must be given to Adams County prior to construction or building permit issuance.

ENG7: Development of this site will require the construction of public roadway improvements. Those improvements will include curb, gutter and walk, constructed to the County's standard cross section for a major/principle arterial roadway.

ENG8: The proposed site plan shows a detention pond being located at the southern end of the site. No outfall for this pond is shown. The developer/applicant is strongly urged to investigate a potential outfall for this pond. It does not appear that the County has any public storm sewer adjacent to the site. The Big Dry Creek is located to the east of the site, which is a potential outfall point but, is located on land owned by the City of Westminster. An easement from the City would be required to construct this outfall. The developer/applicant is required to obtain all easement.

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 07/31/2017

Email: AClark@adcogov.org

PRK: Property to the South (Parcel #0157333000002) is under a conservation easement held by Adams County. Development shall not impair the conservation values of the neighboring easement.

Commenting Division:Planning ReviewName of Reviewer:Libbie Adams

Date: 08/31/2017

Email: LAdams@adcogov.org

PLN1: Applicant is requesting a conditional use permit to allow self storage units on an Agriculture-3 (A-3) property. The purpose of the A-3 zone district is to provide a land primarily in holdings of at least 35 acres for farming and food production uses.

PLN2: The future land use designation in the Comprehensive Plan is Urban Residential. This contemplates single and multi-family housing at a density of one dwelling unit per acre or greater.

PLN3: Minimum setbacks for a principal structure are 50 feet from the front property line, and 10 feet from the side property lines, and 20 feet from the rear property lines. The required section line setback is 120 feet. Therefore, a 120-foot setback is required from the section line along West 128th Avenue and Zuni Street. The maximum height for a non-agricultural structure is 35 feet. **The proposed structure does not meet the required section line setbacks. How tall are the proposed structures?**

PLN4: The maximum permitted building height is 35 feet. How tall are the proposed structures?

PLN5: Landscaping shall be required for this site, and the proposed landscaping meets the County's landscaping requirements.

PLN6: Proof of water and sewer is required to be submitted with the application. However, proof of a commercial well permit and septic field was not submitted. Please obtain proof of these items and submit them to the County.

PLN7: Conditional use permits require an expiration date. Once the use as expired, the applicant shall reapply for the use. How long would the applicant like to request the conditional use permit? 5-10 years is typical.

PLN8: What type of lighting is proposed for the site?

PLN9: The criteria for approval for conditional use permits include:

- The conditional use is permitted in the applicable zone district.
- The conditional use is consistent with the purposes of these standards and regulations.
- The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
- The conditional use is compatible with the surrounding community and not detrimental to the future development of the area or the inhabitants.

- All off site impacts have been addressed.
- The site is suitable for the proposed use.
- The site plan will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
- Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Commenting Division:	Right of Way Review
Name of Reviewer:	Marissa Hillje

Date: 07/31/2017

Email: MHillje@adcogov.org

ROW1: DRAINAGE EASEMENT: A drainage easement should be granted per drainage study: Details as to the character of the easement will need to be worked out between Applicant and Adams County Development Services staff. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the permanent drainage easement.

ROW2: SECTION LINE SETBACKS: 128th Ave and Zuni St. are both section lines. All proposed structures in A-3 along section lines must be setback 120' from property line. Please show setback dimensions from section lines (approx. middle of Zuni St and 128th Ave) to proposed structures. A detailed land survey may be required in order to show that buildings will not encroach upon the setback requirements.

ROW3: RIGHT-OF-WAY DEDICATION: The property is adjacent to Zuni St. Zuni St. is classified as a Major Arterial Road and is in City of Broomfield jurisdiction. **Please contact City of Broomfield for Right-of-Way width requirements.**

ROW4: RIGHT-OF-WAY DEDICATION: The property is adjacent to 128th Ave. 128th Ave is in City of Westminster jurisdiction. **Please contact City of Westminster for Right-of-Way width requirements.**

ROW5: RIGHT-OF-WAY DEDICATION: The services of a licensed Professional Land Surveyor should be secured to create the description of the right-of-way dedication. Community & Economic Development Department

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

Development Review Team Comments

Date: 5/4/2018 Project Number: RCU2017-00035 Project Name: Channing Self Storage

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the conditional use permit application submitted by you. At this time, further comments and revisions are being requested. The Development Review Team review comments may change if you provide different information during the resubmittal process. Please contact the case manager if you have any questions:

Commenting Division: Engineering Review #1

Name of Reviewer: Greg Labrie Date: 08/11/2017 Email: glabrie@adcogov.org

Resubmittal Required

ENG1: The applicant must submit a trip generation analysis for the proposed operation on the site. If the new operation generates over 20 vehicles per day a traffic impact study signed and stamped by a professional engineer with the state of Colorado is required to be submitted to the Adams County Community and Economic Department for review and approval. The trip generation analysis is required prior to the approval of the CUP.

The remaining comments can be conditions of the CUP:

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County's MS4 Stormwater Permit area. In the event that the disturbed area of the site exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

ENG3: Prior to scheduling a final plat/FDP BOCC hearing (if needed) or issuance of building permits, whichever is required first, 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.

ENG4: The proposed site is fronted by W 128th Ave and Zuni Street; both of which are classified as major/principle Arterial roadways. The Adams County Development Standards and Regulations limits access to Arterial roadways. For the development to be allowed two access onto Arterial roadways, the second access must either be required for emergency services (i.e. by the jurisdictional fire district) or, the TIS must prove that the additional access would significantly benefit the safety and operation of the roadway and is necessary to the safe and efficient use of the property.

ENG5: Per comment ENG4 and ENG5, a Traffic Impact Study (TIS) will be required for review and approval prior to development of this site. The TIS will need to include an evaluated for accel/decal turn lanes and, a signal warrant analysis and progression study.

ENG6: W 128th Ave is under the jurisdiction of the City of Westminster. The applicant will be required to obtain an access permit from the City of Westminster to allow the W 128th Ave access. Adams County cannot approve this access. A copy of the approved access permit must be given to Adams County prior to construction or building permit issuance.

ENG7: Development of this site will require the construction of public roadway improvements. Those improvements will include curb, gutter and walk, constructed to the County's standard cross section for a major/principle arterial roadway.

ENG8: The proposed site plan shows a detention pond being located at the southern end of the site. No

outfall for this pond is shown. The developer/applicant is strongly urged to investigate a potential outfall for this pond. It does not appear that the County has any public storm sewer adjacent to the site. The Big Dry Creek is located to the east of the site, which is a potential outfall point but, is located on land owned by the City of Westminster. An easement from the City would be required to construct this outfall. The developer/applicant is required to obtain all easement. The applicant must submit a trip generation analysis for the proposed operation on the site. If the new operation generates over 20 vehicles per day a traffic impact study signed and stamped by a professional engineer with the state of Colorado is required to be submitted to the Adams County Community and

Commenting Division: ROW Review #2

Name of Reviewer: Marissa Hillje

Date: 02/12/2018

Email: mhillje@adcogov.org

Resubmittal Required

ROW1: As a condition of the permit and precedent to building permit issuance, drainage easements with exhibit, legal description and signed agreements shall be submitted to ROW specialist and engineer for review and recording.

ROW2: Right-of-way dedication is required for this conditional use permit. Legal description and exhibit should be submitted to Adams County for Zuni St. Zuni St is classified as a principal arterial road per the 2012 Adams County Master Transportation Plan. As such it should have a half right-of-way width of 70 feet.

ROW3:The applicant will be required to work with City of Westminster to dedicate right of way needed for W128th Ave.

Commenting Division: Engineering Review #2

Name of Reviewer: Greg Labrie

Date: 02/12/2018

Email: glabrie@adcogov.org

Resubmittal Required

ENG1; The northern most driveway from the site at Alcott Street onto Zuni Street shall be a right-in/right-out access and not a 3/4 movement access. The 3/4 movement would overlap the functional area up-stream from the signalized intersection at 128th and Zuni Street. Despite the low anticipated volumes for southbound left turning vehicles, introducing conflict points near a signalized intersection on an arterial roadway represents a safety risk that is not in the public interest. In addition, the proposed restriping at this intersection to allow for a 50 ft. Southbound left would require the shifting of approach lanes and storage lengths for the northbound movements at W. 128th Avenue and Zuni Street. Changes to striping configurations which impact this signal may also require review and approval from the City and County of Broomfield.

ENG2: Prior to scheduling a final plat/FDP BOCC hearing (if needed) or issuance of building permits, whichever is required first, 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.

ENG3: The proposed site is fronted by W 128th Ave and Zuni Street; both of which are classified as major/principle Arterial roadways. The Adams County Development Standards and Regulations limits access to Arterial roadways. For the development to be allowed two access onto Arterial roadways, the second access must either be required for emergency services (i.e. by the jurisdictional fire district) or, the TIS must prove that the additional access would significantly benefit the safety and operation of the roadway and is necessary to the safe and efficient use of the property.

ENG4: W 128th Ave is under the jurisdiction of the City of Westminster. The applicant will be required to obtain an access permit from the City of Westminster to allow the W 128th Ave access. Adams County cannot approve this access. A copy of the approved access permit must be given to Adams County prior to construction or building permit issuance.

ENG5: Development of this site will require the construction of public roadway improvements. Those improvements will include curb, gutter and walk, constructed to the County's standard cross section for a major/principle arterial roadway.

ENG6: The proposed site plan shows a detention pond being located at the southern end of the site. No outfall for this pond is shown. The developer/applicant is strongly urged to investigate a potential outfall for this pond. It does not appear that the County has any public storm sewer adjacent to the site. The Big Dry Creek is located to the east of the site, which is a potential outfall point but, is located on land owned by the City of Westminster. An easement from the City would be required to construct this outfall. The developer/applicant is required to obtain all easement.

Commenting Division:Notifications and Referrals Review #2Name of Reviewer:Libbie AdamsDate:01/29/2018Email:ladams@adcogov.org

Resubmittal Required

Commenting Division: Planner Review #2

Name of Reviewer: Libbie Adams

Date: 01/29/2018

Email: ladams@adcogov.org

Resubmittal Required

PLN1: Applicant is requesting a conditional use permit to allow self storage units on an Agriculture-3 (A-3) property. The purpose of the A-3 zone district is to provide a land primarily in holdings of at least 35 acres for farming and food production uses.

PLN2: The future land use designation in the Comprehensive Plan is Urban Residential. This contemplates single and multi-family housing at a density of one dwelling unit per acre or greater.

PLN3: Minimum setbacks for a principal structure are 50 feet from the front property line, and 10 feet from the side property lines, and 20 feet from the rear property lines. The required section line setback is 120 feet. Therefore, a 120-foot setback is required from the section line along West 128th Avenue and Zuni Street. The maximum height for a non-agricultural structure is 35 feet. The proposed structure does not meet the required section line setbacks. How tall are the proposed structures?

PLN4: The maximum permitted building height is 35 feet. How tall are the proposed structures?

PLN5: Landscaping shall be required for this site, and the proposed landscaping meets the County's landscaping requirements.

PLN6: Proof of water and sewer is required to be submitted with the application. However, proof of a commercial well permit and septic field was not submitted. Please obtain proof of these items and submit them to the County.

PLN7: Conditional use permits require an expiration date. Once the use as expired, the applicant shall reapply for the use. How long would the applicant like to request the conditional use permit? 5-10 years is typical.

PLN8: What type of lighting is proposed for the site?

PLN9: The criteria for approval for conditional use permits include:

- The conditional use is permitted in the applicable zone district.
- The conditional use is consistent with the purposes of these standards and regulations.
- The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
- The conditional use is compatible with the surrounding community and not detrimental to the future development of the area or the inhabitants.
- All off site impacts have been addressed.
- The site is suitable for the proposed use.
- The site plan will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
- Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Commenting Division: Engineering Review #2

Name of Reviewer: Greg Labrie

Date: 02/14/2018

Email: ladams@adcogov.org

Resubmittal Required

ENG1; The northern most driveway from the site at Alcott Street onto Zuni Street shall be a right-in/right-out access and not a 3/4 movement access. The 3/4 movement would overlap the functional area up-stream from the signalized intersection at 128th and Zuni Street. Despite the low anticipated volumes for southbound left turning vehicles, introducing conflict points near a signalized intersection on an arterial roadway represents a safety risk that is not in the public interest. In addition, the proposed restriping at this intersection to allow for a 50 ft. Southbound left would require the shifting of approach lanes and storage lengths for the northbound movements at W. 128th Avenue and Zuni Street. Changes to striping configurations which impact this signal may also require review and approval from the City and County of Broomfield.

ENG2: Prior to scheduling a final plat/FDP BOCC hearing (if needed) or issuance of building permits, whichever is required first, 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.

ENG3: The proposed site is fronted by W 128th Ave and Zuni Street; both of which are classified as major/principle Arterial roadways. The Adams County Development Standards and Regulations limits access to Arterial roadways. For the development to be allowed two access onto Arterial roadways, the second access must either be required for emergency services (i.e. by the jurisdictional fire district) or, the TIS must prove that the additional access would significantly benefit the safety and operation of the roadway and is necessary to the safe and efficient use of the property.

ENG4: W 128th Ave is under the jurisdiction of the City of Westminster. The applicant will be required to obtain an access permit from the City of Westminster to allow the W 128th Ave access. Adams County cannot approve this access. A copy of the approved access permit must be given to Adams County prior to construction or building permit issuance.

ENG5: Development of this site will require the construction of public roadway improvements. Those improvements will include curb, gutter and walk, constructed to the County's standard cross section for a major/principle arterial roadway.

ENG6: The proposed site plan shows a detention pond being located at the southern end of the site. No outfall for this pond is shown. The developer/applicant is strongly urged to investigate a potential outfall for this pond. It does not appear that the County has any public storm sewer adjacent to the site. The Big Dry Creek is located to the east of the site, which is a potential outfall point but, is located on land owned by the City of Westminster. An easement from the City would be required to construct this outfall. The developer/applicant is required to obtain all easement.

Commenting Division: Planner Review #2

Name of Reviewer: Libbie Adams

Date: 02/14/2018

Email: ladams@adcogov.org

Complete

PLN1: While the applicant has given and explanation in regards to the future land use designation of Urban Residential, staff does not find the proposed use of mini storage as compliant with the future land use designation.

PLN2: Applicant has updated site plan showing setbacks that conform to the A-3 zone district and section line requirements.

PLN3: Applicant has stated structure will be 35 feet in height; this is the maximum height for a principal structure in the A-3 zone district.

PLN4: While the landscape meets Adams County standards, Westminster is requesting a 15-foot landscape buffer along the perimeter of the site adjacent to open space. If approved, this would be a condition of approval.

PLN5: Applicant submitted information on the well and septic. Applicant has received a well permit for the Colorado Division of Water Resources. Applicant has not submitted proof of sewer services. Please submit proof from Tri County the onsite wastewater plans have been approved.

PLN7: Applicant did not specify a time frame for the conditional use permit. For a first time conditional use permit, if staff recommends approval, it is typically for 5 years.

PLN8: For lighting for parking areas, please refer to Section 4-12-02-07. Lighting requirements will be conditions of approval, if approved. Lights shall not shine onto adjacent properties or rights-of-way.

Commenting Division: Engineering Review #2

Name of Reviewer: Greg Labrie

Date: 02/09/2018

Email: glabrie@adcogov.org

Resubmittal Required

ENG1; The northern most driveway from the site at Alcott Street onto Zuni Street shall be a right-in/right-out access and not a 3/4 movement access. The 3/4 movement would overlap the functional area up-stream from the signalized intersection at 128th and Zuni Street. Despite the low anticipated volumes for southbound left turning vehicles, introducing conflict points near a signalized intersection on an arterial roadway represents a safety risk that is not in the public interest. In addition, the proposed restriping at this intersection to allow for a 50 ft. Southbound left would require the shifting of approach lanes and storage lengths for the northbound movements at W. 128th Avenue and Zuni Street. Changes to striping configurations which impact this signal may also require review and approval from the City and County of Broomfield.

Commenting Division: Engineering Review #3

Name of Reviewer: Greg Labrie

Date: 04/19/2018

Email: glabrie@adcogov.org

Complete

The following comments are conditions of the CUP:

ENG1: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County's MS4 Stormwater Permit area. The proposed development exceeds 1 acre of ground disturbance, therefore, the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

ENG2: Prior to scheduling a final plat/FDP BOCC hearing (if needed) or issuance of building permits, whichever is required first, 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.

ENG3: Zuni Street is under the jurisdiction of the City of Broomfield and W 128th Ave is under the jurisdiction of the City of Westminster. The applicant will be required to obtain access permits from both jurisdictions for the proposed access points. Adams County cannot approve the access points. A copy of the approved access permits must be given to Adams County prior to construction or building permit issuance.

ENG4: Development of this site will require the construction of public roadway improvements. Those improvements will include curb, gutter and sidewalk.

Commenting Division: ROW Review #1

Name of Reviewer: Marissa Hillje

Date: 08/24/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW1: DRAINAGE EASEMENT: A drainage easement should be granted per drainage study: Details as to the character of the easement will need to be worked out between Applicant and Adams County Development Services staff. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the permanent drainage easement.

ROW2: SECTION LINE SETBACKS: 128th Ave and Zuni St. are both section lines. All proposed structures in A-3 along section lines must be setback 120' from property line. Please show setback dimensions from section lines (approx. middle of Zuni St and 128th Ave) to proposed structures. A detailed land survey may be required in order to show that buildings will not encroach upon the setback requirements.

ROW3: RIGHT-OF-WAY DEDICATION: The property is adjacent to Zuni St. Zuni St. is classified as a Major Arterial Road and is in City of Broomfield jurisdiction. Please contact City of Broomfield for Right-of-Way width requirements.

ROW4: RIGHT-OF-WAY DEDICATION: The property is adjacent to 128th Ave. 128th Ave is in City of Westminster jurisdiction. Please contact City of Westminster for Right-of-Way width requirements.

ROW5: RIGHT-OF-WAY DEDICATION: The services of a licensed Professional Land Surveyor should be secured to create the description of the right-of-way dedication.

Commenting Division: Parks Review #1

Name of Reviewer: Aaron Clark

Date: 08/02/2017

Email: aclark@adcogov.org

Complete

Property to the south (Parcel #0157333000002) is under a conservation easement held by Adams County. Development shall not impair the conservation values of the neighboring easement.

Commenting Division: ROW Review #3

Name of Reviewer: Marissa Hillje

Date: 04/16/2018

Email: mhillje@adcogov.org

Complete

ROW1: As a condition of the permit and precedent to building permit issuance, drainage easements with exhibit, legal description and signed agreements shall be submitted to ROW specialist and engineer for review and recording.

ROW2: Right-of-way dedication is required for this conditional use permit and will be a condition to this case. Legal description and exhibit should be submitted to Adams County for Zuni St. Zuni St is classified as a principal arterial road per the 2012 Adams County Master Transportation Plan. As such it should have a half right-of-way width of 70 feet.

ROW3:The applicant will be required to work with City of Westminster to dedicate right of way needed for W128th Ave.

Commenting Division: Planner Review #3

Name of Reviewer: Greg Barnes

Date: 04/30/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN 1B: It is noted that you will not be pursuing a comprehensive plan amendment. Please note that inconsistency with the future land designation may be problematic in making the case that the project is consistent with the comprehensive plan, as an urban residential designation.

PLN3B: The maximum building height for non-agricultural structures in the A-3 zone district is 35'. Unfortunately, a 42' building height will not comply with the zone district standards and therefore fail to meet the criterion of approval relating to conformance with Development Standards.

PLN07B: In regard to the length of approval for a conditional use permit, the Board of County Commissioners ultimately make the final decision. I will present the case you made to our staff when we schedule your case for public hearings. At that time, we will make a recommendation on this project. At the public hearings, you will have the opportunity to state your case for longer approval periods.

Commenting Division: Notifications and Referrals Review #3 Name of Reviewer: Greg Barnes Date: 05/04/2018 Email: gjbarnes@adcogov.org Resubmittal Required

From:	Loeffler - CDOT, Steven
To:	Libbie Adams
Subject:	RCU2017-00035, Channing Self Storage
Date:	Thursday, August 31, 2017 7:45:37 AM

Libbie,

I have reviewed the referral named above for a CUP to allow a self storage facility on property located at 12750 Zuni Street and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler

Permits Unit

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P 303.757.9891 | F 303.757.9886 2000 S Holly Street, Denver, CO 80222 <u>steven.loeffler@state.co.us</u> | <u>www.codot.gov</u> | <u>www.cotrip.org</u>



One DesCombes Drive • Broomfield, CO 80020 • 303.438.6389 • www.broomfield.org

Exhibit 4.3 Broomfield Comments

30 Aug 17

Libbie Adams ADAMS COUNTY DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT 4430 South Adams County Parkway Suite W2000A Brighton, CO 80601-8216

RE: Channing Self Storage RCU2017-00035

Dear Ms. Adams,

Thank you for referring the proposed Channing Self Storage development to Broomfield for comments. Our comments are as follows:

- Should the applicant wish Broomfield to supply sanitary sewer service to the development, a letter of request will need to be submitted to the Planning Division. The request will require City Council approval of an utility service agreement to provide service which may include the review and approval of a site development plan and any improvements associated with that plan.
- Current traffic conditions at the intersection of Zuni Street and West 128th Avenue (Midway Blvd in Broomfield) suggest that an additional northbound through lane and additional eastbound through lane is warranted. The improvements required to add the additional lanes would be on the north and east portions in Adams County at the area of the proposed development.
- Zuni Street and West 128th Avenue are included in the Broomfield Transportation Plan as arterial streets. To complete both streets to meet the arterial street standard and handle anticipated traffic, additional right-of-way (ROW) is needed on the east side of Zuni Street and on the south Side of of West 128th Avenue. The Broomfield standards and specifications has a typical ROW section of 138 feet. Existing ROW on the Broomfield side of Zuni Street is approximately 72 feet, leaving an additional 66 feet required for an arterial roadway.
- The proposed plan needs to identify roadway improvements proposed for Zuni Street (and on West 128th Avenue) such as roadway widening, additional northbound through lanes, additional eastbound through lane, curb and gutter, sidewalks and intersection improvements.
- Broomfield would prefer the new development align their Zuni access point with the access established for the Walgreens on the west side of Zuni.
- Consideration should be given for a new mast arm signal at the intersection of Zuni and West 128th.
- Details of overhead street lighting should be included in the plan.

Please let me know if you have questions or need clarification of any of our comments.

Sincerely,

Alice Hanson Senior Planner 303-438-6383 ahanson@broomfield.org

From:	McConnell, John
То:	Libbie Adams
Subject:	Conditional Use Permit to allow a self storage facility on Agriculture-3 (A-3) property RCU2017-00035
Date:	Thursday, August 31, 2017 6:06:42 PM

Libbie,

Thank you for allowing us to review and comment on the above-referenced application. This referral was shared with other City of Westminster departments and divisions including the Fire Department; Public Works and Utilities; Parks, Recreation and Libraries (which includes the Open Space Division); and the Community Development Department's Engineering and Planning Divisions. The following commentary is a summary of the collective feedback provided from the review staff of the aforementioned groups.

This property is uniquely situated between the City and County of Broomfield and the City of Westminster with the northern, eastern, and southern adjacent properties being wholly within Westminster. The adjacent property to the south is designated public open space and was purchased in 2013 using City of Westminster Open Space Funds and Adams County Open Space Funds. Adams County holds a conservation easement to preserve this property for wildlife habitat and for scenic views into the Big Dry Creek corridor. Additionally, the adjacent property to the east is also designated public open space and was purchased incrementally over many years to help preserve the Big Dry Creek corridor. These purchases also utilized City of Westminster Open Space Funds and Adams County Open Space Funds in addition to Great Outdoors Colorado funds.

As a whole, the Big Dry Creek corridor consists of over 900 acres of open space and 200 acres of park land along the creek between Standley Lake and I-25 in the City of Westminster. The Big Dry Creek Trail is a National Recreation Trail and our citizens take great pride in the many benefits that it provides to our community in the areas of recreation, mental and physical wellness, and environmental stewardship. Recognizing the importance of this most prized community asset, our 2013 Comprehensive Plan contemplated that the subject property be developed as medium density residential if annexed into the City of Westminster. This property was envisioned as the ideal spot for a compact and desirable neighborhood with direct access to all of the recreational benefits of the adjacent open space. That being said, I want to make it clear that the City of Westminster acknowledges and respects the jurisdiction that Adams County maintains with regard to this property and we understand that it is solely within the County's discretion to approve or deny this Conditional Use Permit. Therefore, we would like to provide the County with the following comments and technical advice regarding the proposed development.

First, and relative to the importance of our open space as articulated above, we respectfully request that Adams County consider imposing a robust landscaped buffer of 15 feet minimum along the perimeter of the site that is adjacent to the open space. This is intended to help preserve the viewshed and the ease the transition between the two adjacent uses.

Additionally, our Open Space and Engineering Divisions would like to review the stormwater management plans if the Conditional Use Permit is approved and the proposed development moves forward. In accordance with Westminster City Council Resolution 8, Series of 2009, the City generally

does not allow for any type of encroachment or use of public open space in conjunction with private development. This would include, among other things, stormwater outfall. In order to be assured that this proposal complies with this directive, it would be highly desirable for us to have the opportunity to review more detailed plans when they are submitted.

Our Public Works and Utilities (PWU) Staff have confirmed that the City declined service to this parcel for a fire line, domestic service, and sanitary service some months ago because the parcel is located outside our service area. The applicant is not requesting domestic or sanitary service in their application to Adams County so the PWU Staff has no further comment on those items.

Given this project is outside of the City of Westminster jurisdiction, the following comments are recommendations from our Fire Department based on the assumption this would be reviewed under the 2015 edition of the IFC. IFC requirements would be based on structure size, construction type, occupancy classification and occupancy load. A detailed response would be based on that information. Having said that, below are general requirements applicable to all projects:

Access:

- 1. Section 503 require 20 foot wide fire lanes (a fire lane is anything a fire apparatus travels over), 13 foot-6 inch clearance overhead, all-weather driving surface, access to within 150 feet of all portions of the ground floor, dead end roads over 150 feet require an approved turn-around and any security gates or barriers must be approved.
- 2. Section 504 requires firefighter access to exterior doors and openings.
- 3. Appendix D has more specific requirements including but not limited to aerial apparatus roads for structures over 30 feet shall have 26 foot wide access roads.
- 4. Strongly recommend two points of access onto the property.

Water Supply:

- 1. Section 507 requires that an approved water supply capable of supplying the required fire flow for fire protection shall be provided to all structures. This is for exterior firefighting operations. For example; referencing Appendix B, a 1,500sqft type VB structure would require 1500gpm for 2 hours resulting in 180,000 gallons of stored water. The larger the structure, the more stored water that is required. There are some allowances if the structure has an automatic fire suppression system installed. Domestic usage would be in addition to this.
- Section 507.5 and 507.5.1 require fire hydrant systems be installed where fire hydrants that provide the required fire flow are further than 400 feet from the facility or structures. Given this property is an enclave of Adams County, who would provide the water supply for this project?
- 3. If it is determined structures are required to have installed an automatic fire suppression system, then adequate water storage for the fire suppression system (interior) shall be provided in addition to the requirements for fire flow (exterior) as provided by fire hydrants.

Monitored fire detection systems would also be strongly recommended. If this Conditional Use Permit is approved and the proposed development moves forward, our Fire Department would be interested in reviewing the details on the cistern system and other aspects of the development plan related to fire protection as Westminster Fire would most likely be a first responder to a fire at this location.

Our Engineering Division has provided the following information regarding the required public right of way improvements for 128th Avenue and Zuni Street:

128th Ave:

- 128th Ave is classified as a Minor Arterial with a total ROW of 130 linear feet. This project shall dedicate ROW to provide a total of 65 LF from the section line of 128th Ave.
- This project shall make improvements which provide two eastbound through lanes and locate the curb and gutter to provide a 5' eastbound bicycle lane in addition to the detached sidewalk.
- The offsite transition shall be per Section 6.25 of the City of Westminster Standards and Specifications.
- The characteristic of the proposed access point to 128th shall be determined upon review of the Traffic Report. Based on this, additional striping modifications may be required.

Zuni St:

- Zuni St is classified as a Minor Arterial with a total ROW of 130 linear feet. This project shall dedicate ROW to provide a total of 65 LF from the section line of Zuni St.
- This project shall make improvements which provide two northbound through lanes, a right turn lane onto 128th Ave and locate the curb and gutter to provide a 5' northbound bicycle lane in addition to the detached sidewalk. Along the property frontage.
- The offsite transition shall be per Section 6.25 of the City of Westminster Standards and Specifications.
- The characteristic of the proposed access point to Zuni shall be determined upon review of the Traffic Report. Based on this, additional striping modifications may be required.
- To provide a left turn into the site, the Traffic Report must show that there is enough room for the existing northbound left turn storage and taper as well as a southbound left turn storage. It may make more sense to locate the access point further south.
- The City and County of Broomfield controls the signalized intersection of 128th/Zuni and this project shall coordinate with them with regards to coordination of detection zone changes due to these improvements.

If you have any questions or need additional clarification on any of the above information, please don't hesitate to call or email me. If necessary, I can get you connected to the individual Staff members who contributed to this referral response. Again, we very much appreciate our ongoing relationship with Adams County and the opportunity to provide comment on this proposal.

Respectfully, John City of Westminster Community Development V: 303.658.2474



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

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 From:
 McConnell, John

 To:
 Libbie Adams

 Subject:
 Conditional Use Permit to allow a self storage facility on Agriculture-3 (A-3) property RCU2017-00035

 Date:
 Thursday, August 31, 2017 6:06:42 PM

Libbie,

Thank you for allowing us to review and comment on the above-referenced application. This referral was shared with other City of Westminster departments and divisions including the Fire Department; Public Works and Utilities; Parks, Recreation and Libraries (which includes the Open Space Division); and the Community Development Department's Engineering and Planning Divisions. The following commentary is a summary of the collective feedback provided from the review staff of the aforementioned groups.

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- The offsite transition shall be per Section 6.25 of the City of Westminster Standards and Specifications.
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- Zuni St is classified as a Minor Arterial with a total ROW of 130 linear feet. This project shall dedicate ROW to provide a total of 65 LF from the section line of Zuni St.
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- The offsite transition shall be per Section 6.25 of the City of Westminster Standards and Specifications.
- The characteristic of the proposed access point to Zuni shall be determined upon review of the Traffic Report. Based on this, additional striping modifications may be required.
- To provide a left turn into the site, the Traffic Report must show that there is enough room for the existing northbound left turn storage and taper as well as a southbound left turn storage. It may make more sense to locate the access point further south.
- The City and County of Broomfield controls the signalized intersection of 128th/Zuni and this project shall coordinate with them with regards to coordination of detection zone changes due to these improvements.

If you have any questions or need additional clarification on any of the above information, please don't hesitate to call or email me. If necessary, I can get you connected to the individual Staff members who contributed to this referral response. Again, we very much appreciate our ongoing relationship with Adams County and the opportunity to provide comment on this proposal.

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September 7, 2017

Fire Prevention Division 101 Spader Way Broomfield, CO 80020 720-887-8217 Fax 720-887-8336 www.northmetrofire.org Steven Gosselin Division Chief

Ms. Libbie Adams Community and Economic Development Adams County, Colorado 4430 S Adams County Pkwy, Suite W2000A Brighton, CO 80601 Via e-mail: LAdams@adcogov.org

Dear Ms. Adams:

The North Metro Fire Rescue District's Fire Prevention Division has completed a review of the conditional use permit referral, and the firefighting water supply alternative methods request, for the Channing Self Storage (Case #RCU2017-00035) project proposed to be located at 12750 Zuni Street in unincorporated Adams County, Colorado. At this time, the Fire District <u>cannot approve</u> those plans for the following reasons:

- The specific plans and correspondence that have been reviewed by the Fire District are as follows:
 - *Channing Self Storage* Request for Comments, with cover letter dated August 9, 2017;
 - *Fire Water Requirements* letter, prepared by Veritas Fire Engineering, Inc., dated August 7, 2017; and,
 - Conceptual Hydrant Location Plan, dated August 7, 2017.
- Site and building design and construction shall be in accordance with the provisions of the adopted building and fire codes at the time of permit issuance. The currently adopted codes are the 2012 International Fire Code (IFC) and the 2012 International Building Code (IBC), as adopted by Adams County.

Water Supply Requirements for Firefighting Purposes:

• Information provided during project meetings, as well as that provided within submitted plans and documents, indicate that a municipal water supply is not available for the site. The project team has submitted the aforementioned *Fire Water Requirements* letter, which proposes an alternative method to a municipal water supply. However, the Project Narrative included within the referral from Adams County Planning indicates that, "*Preliminary discussions with Broomfield will allow for connection to their sewer system pending a design review*." Given that the ownership is pursuing sewer services with Broomfield, the Fire District believes that the IFC-required water supply could similarly be provided by Broomfield. Further, the Fire District understands from conversations with the Broomfield Community Development Director that Broomfield would be

Ms. Libbie Adams September 7, 2017 Page 2 of 5

willing to provide water if an agreement was developed (i.e., an agreement with Broomfield City Council); but no such agreement has been requested. Broomfield has successfully initiated similar agreements recently with two Jefferson County properties in the same situation. Alternative methods require approval by the Fire District; and the Fire District believes that connection to the Broomfield water system is a better long-term solution to a private water storage tank and dedicated fire pump.

- <u>A detailed scalable water supply/utility plan shall be submitted to the Fire District for review</u> <u>and approval</u>. The water supply plan shall show the sizes and locations of <u>both</u> existing and proposed water mains and fire hydrants to be installed and where such proposed mains will connect to existing infrastructure.
 - The Fire District prefers that site plans are submitted electronically to the Fire District via PDF document. Electronic (i.e., PDF) versions of plans submitted in paper format will be requested from the design team at the time of plan review.

Fire Department Access Requirements:

- Access appears to meet the requirements of the IFC, *in concept*. <u>A detailed</u>, scalable site plan shall be submitted to the Fire District for review and approval. The site plan shall show all access roads, proposed fire lanes (including a "NO PARKING – FIRE LANE" signage plan), and all dimensions and turning radii as required (see below).
 - The Fire District understands from the Fire Water Requirements letter that the site design has been modified from that shown in the Request for Comments packet, e.g., site access points from both Zuni St. and 128th Avenue have been added and modified.
 - Both versions of the site layout indicate medians in the entrance/exits to/from both Zuni St. and 128th Avenue. The Fire District will require that any proposed traffic control raised-medians not be within the required turning radii width for fire apparatus. Painted lines, or cobblestone/brick medians that are flush with the road surface, are allowed.
 - The Fire District prefers that site plans are submitted electronically to the Fire District via PDF document. Electronic (i.e., PDF) versions of plans submitted in paper format will be requested from the design team at the time of plan review.
- Pursuant to IFC Section 503.1.1, fire apparatus access roads shall be provided for every facility, building, or portion of a building when any portion of an exterior wall of the first story of the building or facility is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility.
- Pursuant to IFC Section 503.2, fire apparatus access roads shall meet the following specifications:
 - Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (i.e., 85,000 lbs.) and shall be surfaced (i.e. hot-rolled asphalt or poured-and-cured concrete) so as to provide all-weather driving capabilities.

Ms. Libbie Adams September 7, 2017 Page 3 of 5

- Pursuant to IFC Section 503.2.1, fire apparatus access roads shall have an unobstructed width of not less than 24 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Landscaping shall be designed to accommodate a 13-foot 6-inch unobstructed vertical clearance across the entire 24-foot unobstructed width of all fire department access roadways.
- Pursuant to IFC Section 503.2.4, in order for fire department access roads to be navigable by fire apparatus, turning radii shall be a minimum of 25 feet inside and 50 feet outside, measured from the same point.
- Under the authority of IFC Section 503.1.2, the Fire District requires two means of emergency vehicle access into all residential subdivisions and all other densely populated areas (which may include corporate campuses, high-rise buildings, office complexes, etc.), unless other adequate access arrangements are specifically approved by the Fire District.
- <u>The plans show that access to, and within, the site will be controlled by many security gates.</u> Pursuant to IFC Section 503.6, the Fire District's Fire Prevention Division must approve all fences or gates that block fire department access roadways. The Fire District will allow gated access points provided the following criteria have been met:
 - Each fence or gate shall be able to be opened for a clear width of at least 20 feet.
 - All gates that cross roadways shall be signed "NO PARKING FIRE LANE" and shall be provided with appropriate Knox Company access equipment.
 - Electric gate openers shall be listed in accordance with Underwriters Laboratories 325, *Door*, *Drapery, Gate, Louver, and Window Operators and Systems*.
 - Gates intended for automatic operation shall be designed, constructed, and installed in accordance with ASTM F2200, *Standard Specification for Automated Vehicular Gate Construction*.
 - The primary means of access to the property in the event of an emergency will be via the use of an Opticom (or Opticom-compatible brand, e.g., Tomar) sensor unit, one located at each entry point, providing automatic ingress and egress. The activation of this sensor unit will automatically open all gates to a width of no less than 20 feet unobstructed.
 - A secondary means of entering the property should the Opticom system fail, shall consist of a Knox Company key-operated switch, Model #3502. This system shall automatically open the gate at each entry point when a key is inserted in the activation unit. This particular means of access may also be used when fire personnel are entering the property for non-emergent reasons (to conduct fire safety inspections, etc).
 - Another means of entering the property shall also be installed. This shall consist of a touch pad control system whereby a code provided to the Fire District will open the gates when activated.
 - If the power to all gates fails for any reason, all gates shall automatically open and remain open until the power is fully restored.
 - Break-away type gates shall be utilized at all entry points such that when pushed against with a vehicle, the break-away feature shall permit the gates to open fully.
 - Gates shall be located a minimum of 30 feet from the roadway to allow a vehicle to stop without obstructing traffic.

- Upon completion of the previously noted entry features, an inspection of these systems shall be completed and approved by the Fire District prior to actually utilizing any means of restricted access to this complex.
- While these particular methods are used by the Fire District, they may or may not work with or be approved by other emergency organizations. The Fire District requests that you obtain approval and resolve any differences as it relates to restricted access to the property with the City and County of Broomfield Police Department before any type of restricted access system is installed at the facility. The Fire District requests that verification of contacting these agencies be made to the District in writing.
- Pursuant to IFC Section 503.3, fire apparatus access roads shall be permanently signed and/or marked "NO PARKING FIRE LANE" in accordance with municipal sign/traffic standards and the following specifications:
 - There shall be no parallel parking along any traffic aisle or roadway that passes in front of a fire hydrant for a distance of 15 feet on either side of that fire hydrant, on that side of the traffic aisle or roadway closest to the hydrant [CRS 42-4-1204(2)(b)]. Hydrants located on islands between perpendicular parking stalls do not need to meet the parallel parking clearance, but rather must have 3-feet minimum of working space around the hydrant (i.e., 3-foot radius) pursuant to IFC Section 507.5.5.
 - Along any traffic aisle or roadway that passes in front of the fire department connection (FDC) to a sprinkler system or standpipe, for a distance of six feet on each side of the FDC, on that side of the traffic aisle or roadway closest to the FDC.
 - Access roads less than 30 feet wide shall be marked as fire lanes on both sides of the road.
 - Access roads at least 30 feet wide but less than 36 feet wide shall have at least one side of the road marked as a fire lane.
 - Access roads at least 36 feet wide need not have fire lane markings.
- Pursuant to IFC Section 503.4.1, traffic calming devices shall be prohibited unless approved by the Fire District. Traffic calming devices (i.e., speed bumps, raised medians, roadways less than 24 feet in width, etc.) designed to slow traffic are generally prohibited based on the fact that those measures, even if navigable by fire apparatus, generally necessitate that fire apparatus significantly decrease their speed (even more so than that would be required by a passenger vehicle) while responding to an emergency, thereby causing significant increases in response time.

The Fire District will issue more specific comments regarding the proposed self-storage facility if the project progresses past the concept stage and more detailed plans are submitted to the Fire District for review.

Nothing in this review is intended to approve of any aspect of this project that does not strictly comply with all applicable codes and standards. Any changes that are made to the plans will require additional review and comment by the Fire District.

Ms. Libbie Adams September 7, 2017 Page 5 of 5

If you have any questions regarding these comments, please contact me at 303-252-3542 or dwaller@nmfr.org.

Respectfully,

David Waller

David Waller, P.E., C.F.M. Fire Safety Engineer I

DW/lr

Mr. Michael Bray, AIA, dcb Construction Company, Inc.
 Mr. Zachary Channing, Channing Corporation
 Ms. Alice Hanson, City and County of Broomfield
 Mr. Scott Lucas, P.E., R&R Engineers - Surveyors, Inc.
 Mr. Ken Sutton, P.E., Veritas Fire
 Mr. Seth Spiegel, Channing Corporation

lp09.08.17



Fire Prevention Division 101 Spader Way Broomfield, CO 80020 720-887-8217 Fax 720-887-8336 www.northmetrofire.org

February 14, 2018

Via e-mail: <u>LAdams@adcogov.org</u>

Ms. Libbie Adams Community and Economic Development Adams County, Colorado 4430 S Adams County Parkway, Suite W2000A Brighton, CO 80601

Dear Ms. Adams:

The North Metro Fire Rescue District's Fire Prevention Division has completed a review of the revised conditional use permit referral, and the firefighting water supply alternative methods request, for the Store Self Storage (Case #RCU2017-00035) project proposed to be located at 12750 Zuni Street in unincorporated Adams County, Colorado. At this time, the Fire District <u>conditionally approves</u> those plans contingent on compliance with the following requirements:

- The specific plans which have been reviewed by the Fire District are as follows:
 - Channing Self Storage comment response letter, dated January 24, 2018;
 - Store Self Storage site development plans, dated revised January 19, 2018; and,
 - *Fire Water Requirements* letter, prepared by Veritas Fire Engineering, Inc., dated January 22, 2018.
- Site and building design and construction shall be in accordance with the provisions of the adopted building and fire codes at the time of permit issuance. The currently adopted codes are the 2012 International Fire Code (IFC) and the 2012 International Building Code (IBC), as adopted by Adams County.

Fire District Impact Fee:

- Pursuant to C.R.S. 29-20-1045, as a condition of issuance of a development permit by Adams County, the Fire District imposes an impact fee (or a mutually agreed to in-kind contribution) for capital facilities needed to serve the proposed new development within the jurisdiction.
 - The developer shall submit the signed *Impact Fee Form* with the other documentation required by the County as part of the development permit application process.
 - The impact fees shall be determined by the adopted *Impact Fee Schedule*.
 - Upon approval and issuance of a development permit, the development permit shall require the developer to pay the impact fee to the Fire District.

- The Fire District shall promptly notify the County when it has collected the Fire District Impact Fee, and Adams County shall not issue any building permit in connection with the new development until it has received such notification from the Fire District.

Fire Department Access Requirements:

- <u>Access appears to meet the requirements of the Fire District</u>. Pursuant to IFC Section 503.1.1, fire apparatus access roads shall be provided for every facility, building, or portion of a building when any portion of an exterior wall of the first story of the building or facility is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility.
- <u>Pursuant to IFC Sections 3310.1 and 3312.1, approved access roads must be constructed prior to any vertical construction and/or to combustible materials being delivered to the site, whichever comes first.</u> Temporary access roads are prohibited unless specifically approved by the Fire District.
- Pursuant to IFC Section 503.2, fire apparatus access roads shall meet the following specifications:
 - Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (i.e., 85,000 lbs.) and shall be surfaced (i.e., hot-rolled asphalt or poured-and-cured concrete) so as to provide all-weather driving capabilities.
 - Pursuant to IFC Section 503.2.1, fire apparatus access roads shall have an unobstructed width of not less than 24 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Landscaping shall be designed to accommodate a 13-foot 6-inch unobstructed vertical clearance across the entire 24-foot unobstructed width of all fire department access roadways.
 - Pursuant to IFC Section 503.2.4, in order for fire department access roads to be navigable by fire apparatus, turning radii shall be a minimum of 25 feet inside and 50 feet outside, measured from the same point.
 - As provided for on the plans, under the authority of IFC Section 503.1.2, the Fire District requires two means of emergency vehicle access.
 - Any controlled vehicular traffic intersections shall be equipped with the Opticom (or Opticomcompatible brand, e.g., Tomar) emergency vehicle traffic control system. The system shall be installed at the property developer's expense.
- <u>The plans show that access to, and within, the site will be controlled by security gates.</u> Pursuant to IFC Section 503.6, the Fire District's Fire Prevention Division must approve all fences or gates that block fire department access roadways. The Fire District will allow gated access points provided the following criteria have been met:
 - Each fence or gate shall be able to be opened for a clear width of at least 20 feet.
 - All gates that cross roadways shall be signed "NO PARKING FIRE LANE" and shall be provided with appropriate Knox Company access equipment.
 - Electric gate openers shall be listed in accordance with Underwriters Laboratories 325, *Door*, *Drapery*, *Gate*, *Louver*, *and Window Operators and Systems*.
 - Gates intended for automatic operation shall be designed, constructed, and installed in accordance with ASTM F2200, *Standard Specification for Automated Vehicular Gate Construction*.

Ms. Libbie Adams February 14, 2018 Page 3 of 5

- The primary means of access to the property in the event of an emergency will be via the use of an Opticom (or Opticom-compatible brand, e.g., Tomar) sensor unit, one located at each entry point, providing automatic ingress and egress. The activation of this sensor unit will automatically open all gates to a width of no less than 20 feet unobstructed.
- A secondary means of entering the property should the Opticom system fail, shall consist of a Knox Company key-operated switch, Model #3502. This system shall automatically open the gate at each entry point when a key is inserted in the activation unit. This particular means of access may also be used when fire personnel are entering the property for non-emergent reasons (to conduct fire safety inspections, etc).
- Another means of entering the property shall also be installed. This shall consist of a touch pad control system whereby a code provided to the Fire District will open the gates when activated.
- If the power to all gates fails for any reason, all gates shall automatically open and remain open until the power is fully restored.
- Break-away type gates shall be utilized at all entry points such that when pushed against with a vehicle, the break-away feature shall permit the gates to open fully.
- Gates shall be located a minimum of 30 feet from the roadway to allow a vehicle to stop without obstructing traffic.
- Upon completion of the previously noted entry features, an inspection of these systems shall be completed and approved by the Fire District prior to actually utilizing any means of restricted access to this complex.
- While these particular methods are used by the Fire District, they may or may not work with or be approved by other emergency organizations. The Fire District requests that you obtain approval and resolve any differences as it relates to restricted access to the property with the City and County of Broomfield Police Department before any type of restricted access system is installed at the facility. The Fire District requests that verification of contacting these agencies be made to the District in writing.
- Pursuant to IFC Section 503.3, fire apparatus access roads shall be permanently signed and/or marked "NO PARKING—FIRE LANE" in accordance with municipal sign/traffic standards and the following specifications:
 - There shall be no parallel parking along any traffic aisle or roadway that passes in front of a fire hydrant for a distance of 15 feet on either side of that fire hydrant, on that side of the traffic aisle or roadway closest to the hydrant [CRS 42-4-1204(2)(b)]. Hydrants located on islands between perpendicular parking stalls do not need to meet the parallel parking clearance, but rather must have 3-feet minimum of working space around the hydrant (i.e., 3-foot radius) pursuant to IFC Section 507.5.5.
 - Along any traffic aisle or roadway that passes in front of the fire department connection (FDC) to a sprinkler system or standpipe, for a distance of six feet on each side of the FDC, on that side of the traffic aisle or roadway closest to the FDC.
 - Access roads less than 26 feet wide shall be marked as fire lanes on both sides of the road.
 - Access roads at least 26 feet wide but less than 32 feet wide shall have at least one side of the road marked as a fire lane.
 - Access roads at least 32 feet wide need not have fire lane markings.

Ms. Libbie Adams February 14, 2018 Page 4 of 5

• Pursuant to IFC Section 503.4.1, traffic calming devices shall be prohibited unless approved by the Fire District. Traffic calming devices (i.e., speed bumps, roadways less than 24 feet in width, "tight" traffic circle/round-abouts, etc.) designed to slow traffic are generally prohibited based on the fact that those measures, even if navigable by fire apparatus, generally necessitate that fire apparatus significantly decrease their speed (even more so than that would be required by a passenger vehicle) while responding to an emergency, thereby causing significant increases in response time.

Water Supply Requirements for Firefighting Purposes:

- The proposed alternative method to the IFC required fire flow, as documented within the Veritas Fire Engineering letter, is acceptable to the Fire District. As indicated in the letter, the proposed alternative method is to (synopsis provided here, see letter for full details):
 - Fully fire sprinkler all storage buildings at the site in accordance with IFC Section 903.3.1.1 (i.e., NFPA 13, 2016 edition) requirements. This would entail a wet-pipe system zoned per floor in the conditioned 3-story plus basement building, with provision for sprinklering the overhang as required by NFPA 13. Dry-pipe sprinkler systems would be installed for all unconditioned storage buildings, fed from a heated riser room enclosure in each building. All buildings would be designed for Ordinary Group II occupancy for storage up to 12 feet for Class IV commodities per Chapter 13 of NFPA 13.
 - Four hour fire-resistance-rated fire barriers consisting of fully grouted 8" CMU walls will be provided to divide the unheated storage buildings into approximately 5,000 square-foot areas.
 - A water tank providing a storage capacity of 180,000 gallons; i.e., a 1,500 GPM fire flow for a duration of 2 hours.
 - Provide a listed fire pump and controller capable of providing 1,500 gpm at approximately 70 psi to supply the sprinkler systems and provide adequate flow for the hydrant system.
 - A private underground water supply system supplying distributed fire hydrants.
 - All system components will be installed in accordance with the IFC and their respective applicable NFPA standards, e.g., NFPA 13, 20, 22, 24 and other standards as referenced.
- Pursuant to IFC Section 3312, water mains and all required hydrants shall be installed <u>before</u> the delivery of combustible materials to the site. Hydrants shall be maintained operational at all times thereafter, unless alternate provisions for water supply are approved by the Fire District.

Requirements for Construction Permits and Inspections:

- The Fire District will work with Adams County Community Development Engineering staff to issue the appropriate construction permits. Where the Fire District or Adams County lacks the necessary expertise, <u>approved special inspectors</u> must approve the installation and oversee the testing of water mains, hydrants, and other associated components of the proposed site fire protection system.
- Complete plans each component of the proposed site fire protection system to be installed shall be submitted for review and approval by the installing subcontractors prior to commencing the installation of the respective system. Pursuant to IFC Section 105, installation of any part of a fire protection system without first obtaining a permit or the proper authorization from the Fire District is illegal, and will result in the assessment of additional fees.

Ms. Libbie Adams February 14, 2018 Page 5 of 5

• An inspection of the project's Fire District approved infrastructure (a.k.a., access roads, street signage, and fire protection components) will be required after it is installed and before the Fire District can concur with the issuance of any building permits by Adams County. All requests for inspections must be made, and confirmed, with the Fire Prevention Division at least two business days in advance. Re-inspection fees may be charged for any failed inspection requiring an inspector to return to the site for further testing or inspection.

Nothing in this review is intended to approve of any aspect of this project that does not strictly comply with all applicable codes and standards. Any changes that are made to the plans will require additional review and comment by the Fire District.

If you have any questions regarding these comments, please contact me at 303-252-3542 or <u>dwaller@nmfr.org</u>.

Respectfully,

David Waller

David Waller, P.E., C.F.M. Deputy Fire Marshal

DJW/lp

cc: Mr. Justin Blair, Chief Building Official, Adams County Building Safety Division Mr. Michael Bray, AIA, dcb Construction Company, Inc. Mr. Zachary Channing, Channing Corporation Ms. Alice Hanson, City and County of Broomfield Mr. Greg Labrie, P.E., Adams County Mr. Scott Lucas, P.E., R&R Engineers - Surveyors, Inc. Mr. Seth Spiegel, Channing Corporation Ms. Susan Stanton, The Stanton Solution Mr. Ken Sutton, P.E., Veritas Fire

lp02.05.18



Fire Prevention Division 101 Spader Way Broomfield, CO 80020 720-887-8217 Fax 720-887-8336 www.northmetrofire.org

April 23, 2018

Mr. Greg Barnes Community and Economic Development Adams County, Colorado 4430 S Adams County Pkwy, Suite W2000A Brighton, CO 80601 Via email: gjbarnes@adcogov.org

Dear Mr. Barnes:

The North Metro Fire Rescue District's Fire Prevention Division has completed a review of the revised conditional use permit referral and the firefighting water supply alternative methods request for the Store Self Storage (Case #RCU2017-00035) project proposed to be located at 12750 Zuni Street in unincorporated Adams County, Colorado. At this time, the Fire District <u>conditionally approves</u> those plans contingent on compliance with the following requirements:

- The specific plans which have been reviewed by the Fire District are as follows:
 - Channing Self Storage comment response letter, dated April 9, 2018;
 - *Store Self Storage* site development plans, dated revised April 6, 2018; and,
 - *Fire Water Requirements* letter, prepared by Veritas Fire Engineering, Inc., dated January 22, 2018.
- Site and building design and construction shall be in accordance with the provisions of the adopted building and fire codes at the time of permit issuance. The currently adopted codes are the 2012 International Fire Code (IFC) and the 2012 International Building Code (IBC), as adopted by Adams County.

Fire District Impact Fee:

- Pursuant to C.R.S. 29-20-1045, as a condition of issuance of a development permit by Adams County, the Fire District imposes an impact fee (or a mutually agreed to in-kind contribution) for capital facilities needed to serve the proposed new development within the jurisdiction.
 - The developer shall submit the signed *Impact Fee Form* with the other documentation required by the County as part of the development permit application process.
 - The impact fees shall be determined by the adopted Impact Fee Schedule.
 - Upon approval and issuance of a development permit, the development permit shall require the developer to pay the impact fee to the Fire District.

- The Fire District shall promptly notify the County when it has collected the Fire District Impact Fee, and Adams County shall not issue any building permit in connection with the new development until it has received such notification from the Fire District.

Fire Department Access Requirements:

- <u>Access appears to meet the requirements of the Fire District</u>. Pursuant to IFC Section 503.1.1, fire apparatus access roads shall be provided for every facility, building, or portion of a building when any portion of an exterior wall of the first story of the building or facility is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility.
- Pursuant to IFC Sections 3310.1 and 3312.1, approved access roads must be constructed prior to any vertical construction and/or to combustible materials being delivered to the site, whichever <u>comes first.</u> Temporary access roads are prohibited unless specifically approved by the Fire District.
- Pursuant to IFC Section 503.2, fire apparatus access roads shall meet the following specifications:
 - Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (i.e., 85,000 lbs.) and shall be surfaced (i.e. hot-rolled asphalt or poured-and-cured concrete) so as to provide all-weather driving capabilities.
 - Pursuant to IFC Section 503.2.1, fire apparatus access roads shall have an unobstructed width of not less than 24 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Landscaping shall be designed to accommodate a 13-foot 6-inch unobstructed vertical clearance across the entire 24-foot unobstructed width of all fire department access roadways.
 - Pursuant to IFC Section 503.2.4, in order for fire department access roads to be navigable by fire apparatus, turning radii shall be a minimum of 25 feet inside and 50 feet outside, measured from the same point.
 - As provided for on the plans, under the authority of IFC Section 503.1.2, the Fire District requires two means of emergency vehicle access.
 - Any controlled vehicular traffic intersections shall be equipped with the Opticom (or Opticomcompatible brand, e.g., Tomar) emergency vehicle traffic control system. The system shall be installed at the property developer's expense.
- <u>The plans show that access to, and within, the site will be controlled by security gates.</u> Pursuant to IFC Section 503.6, the Fire District's Fire Prevention Division must approve all fences or gates that block fire department access roadways. The Fire District will allow gated access points provided the following criteria have been met:
 - Each fence or gate shall be able to be opened for a clear width of at least 20 feet.
 - All gates that cross roadways shall be signed "NO PARKING-FIRE LANE" and shall be provided with appropriate Knox Company access equipment.
 - Electric gate openers shall be listed in accordance with Underwriters Laboratories 325, *Door*, *Drapery*, *Gate*, *Louver*, *and Window Operators and Systems*.
 - Gates intended for automatic operation shall be designed, constructed, and installed in accordance with ASTM F2200, *Standard Specification for Automated Vehicular Gate Construction*.

Mr. Greg Barnes April 23, 2018 Page 3 of 5

- The primary means of access to the property in the event of an emergency will be via the use of an Opticom (or Opticom-compatible brand, e.g., Tomar) sensor unit, one located at each entry point, providing automatic ingress and egress. The activation of this sensor unit will automatically open all gates to a width of no less than 20 feet unobstructed.
- A secondary means of entering the property should the Opticom system fail, shall consist of a Knox Company key-operated switch, Model #3502. This system shall automatically open the gate at each entry point when a key is inserted in the activation unit. This particular means of access may also be used when fire personnel are entering the property for non-emergent reasons (to conduct fire safety inspections, etc).
- Another means of entering the property shall also be installed. This shall consist of a touch pad control system whereby a code provided to the Fire District will open the gates when activated.
- If the power to all gates fails for any reason, all gates shall automatically open and remain open until the power is fully restored.
- Break-away type gates shall be utilized at all entry points such that when pushed against with a vehicle, the break-away feature shall permit the gates to open fully.
- Gates shall be located a minimum of 30 feet from the roadway to allow a vehicle to stop without obstructing traffic.
- Upon completion of the previously noted entry features, an inspection of these systems shall be completed and approved by the Fire District prior to actually utilizing any means of restricted access to this complex.
- While these particular methods are used by the Fire District, they may or may not work with or be approved by other emergency organizations. The Fire District requests that you obtain approval and resolve any differences as it relates to restricted access to the property with the City and County of Broomfield Police Department before any type of restricted access system is installed at the facility. The Fire District requests that verification of contacting these agencies be made to the District in writing.
- Pursuant to IFC Section 503.3, fire apparatus access roads shall be permanently signed and/or marked "NO PARKING—FIRE LANE" in accordance with municipal sign/traffic standards and the following specifications:
 - There shall be no parallel parking along any traffic aisle or roadway that passes in front of a fire hydrant for a distance of 15 feet on either side of that fire hydrant, on that side of the traffic aisle or roadway closest to the hydrant [CRS 42-4-1204(2)(b)]. Hydrants located on islands between perpendicular parking stalls do not need to meet the parallel parking clearance, but rather must have 3-feet minimum of working space around the hydrant (i.e., 3-foot radius) pursuant to IFC Section 507.5.5.
 - Along any traffic aisle or roadway that passes in front of the fire department connection (FDC) to a sprinkler system or standpipe, for a distance of six feet on each side of the FDC, on that side of the traffic aisle or roadway closest to the FDC.
 - Access roads less than 26 feet wide shall be marked as fire lanes on both sides of the road.
 - Access roads at least 26 feet wide but less than 32 feet wide shall have at least one side of the road marked as a fire lane.
 - Access roads at least 32 feet wide need not have fire lane markings.

Mr. Greg Barnes April 23, 2018 Page 4 of 5

• Pursuant to IFC Section 503.4.1, traffic calming devices shall be prohibited unless approved by the Fire District. Traffic calming devices (i.e., speed bumps, roadways less than 24 feet in width, "tight" traffic circle/round-abouts, etc.) designed to slow traffic are generally prohibited based on the fact that those measures, even if navigable by fire apparatus, generally necessitate that fire apparatus significantly decrease their speed (even more so than that would be required by a passenger vehicle) while responding to an emergency, thereby causing significant increases in response time.

Water Supply Requirements for Firefighting Purposes:

- The proposed alternative method to the IFC required fire flow, as documented within the Veritas Fire Engineering letter, is acceptable to the Fire District. As indicated in the letter, the proposed alternative method is to (synopsis provided here, see letter for full details):
 - Fully sprinkler all storage buildings at the site in accordance with IFC Section 903.3.1.1 (i.e., NFPA 13) requirements. This would entail a wet pipe system zoned per floor in the conditioned three-story plus basement building, with provision for protecting the overhang as required by NFPA 13. Dry pipe sprinkler systems would be installed for all unconditioned storage buildings, fed from a heated riser room enclosure in each building. All buildings would be designed for Ordinary Group II occupancy for storage up to 12 feet for Class IV commodities per Chapter 13 of NFPA 13.
 - Four-hour fire-resistance-rated fire barriers consisting of fully grouted 8" CMU walls will be provided to divide the unheated storage buildings into approximately 5,000 square foot areas.
 - A water tank providing a storage capacity of 180,000 gallons; i.e., a 1,500 GPM fire flow for a duration of 2 hours.
 - Provide a listed fire pump and controller capable of providing 1,500 gpm at approximately 70 psi to supply the sprinkler systems and provide adequate flow for the hydrant system.
 - A private underground water supply system supplying distributed fire hydrants.
 - All system components will be installed in accordance with the IFC and their respective applicable NFPA standards, e.g., NFPA 13, 20, 22, 24 and other standards as referenced.
- Pursuant to IFC Section 3312, water mains and all required hydrants shall be installed **before** the delivery of combustible materials to the site. Hydrants shall be maintained operational at all times thereafter, unless alternate provisions for water supply are approved by the Fire District.

Requirements for Construction Permits and Inspections:

- The Fire District will work with Adams County Community Development Engineering staff to issue the appropriate construction permits. Where the Fire District or Adams County lacks the necessary expertise, <u>approved special inspectors</u> must approve the installation and oversee the testing of water mains, hydrants, and other associated components of the proposed site fire protection system.
- Complete plans each component of the proposed site fire protection system to be installed shall be submitted for review and approval by the installing subcontractors prior to commencing the installation of the respective system. Pursuant to IFC Section 105, installation of any part of a fire protection system without first obtaining a permit or the proper authorization from the Fire District is illegal, and will result in the assessment of additional fees.

Mr. Greg Barnes April 23, 2018 Page 5 of 5

• An inspection of the project's Fire District approved infrastructure (a.k.a., access roads, street signage, and fire protection components) will be required after it is installed and before the Fire District can concur with the issuance of any building permits by Adams County. All requests for inspections must be made, and confirmed, with the Fire Prevention Division at least two business days in advance. Re-inspection fees may be charged for any failed inspection requiring an inspector to return to the site for further testing or inspection.

Nothing in this review is intended to approve of any aspect of this project that does not strictly comply with all applicable codes and standards. Any changes that are made to the plans will require additional review and comment by the Fire District.

If you have any questions regarding these comments, please contact me at 303-252-3542 or dwaller@nmfr.org.

Respectfully,

David Waller

David Waller, P.E., C.F.M. Deputy Fire Marshal

DJW/lp

Mr. Justin Blair, Chief Building Official, Adams County Building Safety Division Mr. Michael Bray, AIA, dcb Construction Company, Inc. Mr. Zachary Channing, Channing Corporation Ms. Alice Hanson, City and County of Broomfield Mr. Greg Labrie, P.E., Adams County Mr. Scott Lucas, P.E., R&R Engineers - Surveyors, Inc. Mr. Seth Spiegel, Channing Corporation Ms. Susan Stanton, The Stanton Solution Mr. Ken Sutton, P.E., Veritas Fire Ms. Julie Wyatt, Adams County

lp04.22.18



August 28, 2017

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

RE: Channing Self-Storage, RCU2017-00035 TCHD Case No. 4545

Dear Ms. Adams,

Thank you for the opportunity to review and comment on the Conditional Use Permit application for a self-storage facility located at 12750 Zuni Street. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Mosquito Control - Stormwater Facilities

The site plan indicates that detention pond is proposed. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

Vector Control - Storage

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. Items stored on the floor, tightly packed, and rarely moved provide potential harborage for rodents. Due to the variety of items to be potentially stored at this site, TCHD recommends that the applicant create a plan for regular pest control. Information on rodent control can be found at http://www.tchd.org/400/Rodent-Control

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for

Channing Self-Storage August 28, 2017 Page 2 of 4

vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <u>http://www.tchd.org/400/Rodent-Control</u>.

Fugitive Dust – Building Demolition

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, and heart disease. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. The application indicates that the existing building on the site will be demolished. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at http://www.cdphe.state.co.us/ap/asbestos.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. TCHD records indicate the presence of an On-Site Wastewater Treatment System (OWTS) on the subject property. The existing OWTS shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the system has been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City office at 4201 E. 72nd Avenue, Suite D, (303) 288-6816. More information is available at http://www.tchd.org/269/Septic-Systems.

Please feel free to contact me at 720-200-1575 or <u>kboyer@tchd.org</u> if you have any questions on TCHD's comments.

Sincerely,

KBG

Kathy Boyer, REHS Environmental Health Specialist III

cc: Sheila Lynch, Monte Deatrich TCHD

Channing Self-Storage August 28, 2017 Page 3 of 4

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. <u>Activities that will be undertaken to prevent mosquito breeding conditions</u> This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be

Channing Self-Storage August 28, 2017 Page 4 of 4

coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities: This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.
- Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

• Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

<u>For Technical Assistance</u> - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at <u>mdeatric@tchd.org</u>.



April 26, 2018

Greg Barnes Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: Channing Self-Storage, RCU2017-00035 TCHD Case No. 4884

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the resubmittal for a Conditional Use Permit application for a self-storage facility located at 12750 Zuni Street. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and provided comments in a letter dated August 28, 2018. TCHD has had the opportunity to review the resubmitted materials and has the following comments.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. In our previous letter, TCHD was under the impression that the project would include connecting to sanitary sewer as it appeared that there was sewer service within 400 feet of the property. Per the On-site Wastewater Regulations (O-17), properties within 400 feet of sewer service are required to inquire with the sewer district about service and provide a letter to TCHD about the availability of sewer service prior to pursuing an OWTS for the proposed land use. The applicant provided a letter to TCHD on March 12, 2018 indicating that the City of Westminster was unable to serve the property.

TCHD has received an application for an OWTS to serve the proposed land use at 12750 Zuni Street and the application is under review. The applicant in the process of confirming if the existing OWTS can serve the proposed land use. If the applicant can provide the required justification that the existing system has the capacity to serve the proposed land use and meet all the design requirements outlined in Regulation O-17, TCHD can provide a favorable recommendation for the proposed CUP.

Please feel free to contact me at 720-200-1571 or slynch@tchd.org if you have any questions.

Sincerely,

Skiela Sprel

Sheila Lynch Land Use, Built Environment, and Health Program Manager

cc: Sheila Lynch, Monte Deatrich, TCHD

Channing Self-Storage April 26, 2018 Page 2 of 2



May 10, 2018

Greg Barnes Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: Channing Self-Storage, RCU2017-00035 TCHD Case No. 4884

Dear Mr. Barnes,

I am writing to provide an update on TCHD's referral comments for the proposed Conditional Use Permit application for a self-storage facility located at 12750 Zuni Street. Tri-County Health Department (TCHD) staff reviewed the application and provided comments on August 28, 2018 and April 26, 2018.

TCHD has received an application for an OWTS to serve the proposed land use at 12750 Zuni Street. Based on the materials submitted by the applicant, TCHD can provide a favorable recommendation for the proposed CUP.

Please feel free to contact me at 720-200-1571 or slynch@tchd.org if you have any questions.

Sincerely,

Skila Sprel

Sheila Lynch Land Use, Built Environment, and Health Program Manager

cc: Monte Deatrich, TCHD



Right of Way & Permits

1123 West 3rd Avenue Denver, Colorado 80223 Telephone: **303.571.3306** Facsimile: 303. 571.3284 donna.l.george@xcelenergy.com

August 28, 2017

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

Attn: Libbie Adams

Re: Channing Self Storage, Case # RCU2017-00035

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the conditional use permit documentation for **Channing Self Storage**. Please be aware PSCo owns and operates existing electric distribution facilities along East 128th Avenue and along Zuni Street. The property owner/developer/contractor must complete the **application process** for any new 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 you have any questions with this referral response, please contact me at 303-571-3306.

Donna George Contract Right of Way Referral Processor Public Service Company of Colorado



Right of Way & Permits

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

April 17, 2018

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

Attn: Greg Barnes

Re: Channing Self Storage - Resubmittal, Case # RCU2017-00035

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the resubmitted plans for **Channing Self Storage**. Please be aware PSCo owns and operates existing electric distribution facilities along both West 128th Avenue and Zuni Street. The property owner/developer/contractor must complete the **application process** for any new natural gas or electric service, or <u>modification to existing facilities including relocation and/or removal</u> 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 you have any questions with this referral response, please contact me at 303-571-3306.

Donna George Right of Way and Permits Public Service Company of Colorado

Hello Libbie,

We received the letter from Adam County requesting for comments on the proposed Channing Self Storage located at 12750 Zuni Street.

We are very much oppose the building of Channing Self Storage (project # RCU2017-00035). Currently, the traffic situation is very congested at the intersection of 128th Street & Zuni Street. There is only one lane in each direction and on both streets.

In addition, we strongly believe it will bring down the value of our home, due to a large increase in traffic coming and leaving the business with storage items. The long fencing of the business will also degrade the views of this area. Beside, we do not need another storage facility in this location since there already is a nearby, newly built, SecurCare Self Storage located at 2460 East Midway Boulevard, Broomfield, CO 80234.

Sincerely,

Trung Nguyen

Sent from my iPhone

Hi,

I would like to submit my comments for the following Conditional Use Permit: Case Name: Channing Self Storage Project Number: RCU-2017-00035 Location: 12750 Zuni St

I am happy to see some of this area developed however, I believe

- a 3 story structure on that corner would be too high and obtrusive. There are no other 3 story structures in the vicinity.

- the number of storage units is too large. This is already a busy intersection with many accidents and the increased traffic from 2 different entrances would only compound the traffic problem we already have.

- as much open space as possible should be preserved and there should be no impact on the current trail system in the area.

Thank you for your consideration.

Justine Hall

From:	Briana Worle
To:	Libbie Adams
Subject:	Request for Comments: Channing Self Storage
Date:	Monday, August 28, 2017 1:54:30 PM

Channing Self Storage RCU2017-00035

To Whom It May Concern,

We live across the street from the proposed Storage unit. We are not pleased that a three story storage building will be going in, however if that is in fact the case, there are other ways to try and better the situation.

The exterior of the property, walls and landscaping must be high end with nice finishes. Making sure the cement wall is of good quality and appropriate visual in keeping with all other newer development. We would expect the landscaping around the facility to be top notch.

Our neighborhood and community has grown tremendously in the past years and keeping in sync with the look and feel of all the new development is very important to us.

Thanks for your time, Briana & Brandon Gilles

Briana

Sage 8 Studio www.sage8studio.com www.sage8studio.etsy.com Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

Request for Comments

Case Name: Project Number: Channing Self Storage RCU2017-00035

August 9, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

Conditional Use Permit to allow a self storage facility on Agriculture-3 (A-3) property.

This request is located at 12750 Zuni St The Assessor's Parcel Number is: 0157333000001 Legal Description: SECT, TWN, RNG: 33-1-68 DESC: BEG AT NW COR OF SEC 33 TH E 728/4 FT ALG N LN TO PT ON WLY ROW LN OF CALKINS DT TH ALG WLY ROW OF SD DT S 41D 41M W 134/8 FT TH S 29D 31M W 122/3 FT TH S 16D 28M W 301/7 FT TH S 34D 49M W 218/4 FT TH S 03D 58M W 105 FT TH S 37D 11M W 387/2 FT TH S 65D 47M W 157/1 FT TO PT ON W LN SD SEC TH N 1150/5 FT TO POB EXC W 30 FT FOR RD AND EXC RD 8/1700A

You were notified with this request because your property is within 1,000 feet of the site listed above.

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 by **Thursday, August 31, 2017** so that your comments may be taken into consideration in the review of this case. Please send your response by way of e-mail to LAdams@adcogov.org, or you may call with comments at 720.523.6855. This referral can also be found online at <u>https://www.adcogov.org/planning/currentcases</u>.

Thank you for your review of this case.

: Can

Libbie Adams Case Manager

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco DISTRICT 2

BOARD OF COUNTY COMMISSIONERS

Erik Hansen DISTRICT 3 Steve O'Dorisio DISTRICT 4

Jan Pawlowski DISTRICT 5

Exhibit 6.2 Public Hearing Notification

Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Public Hearing Notification

Case Name: Case Number: Planning Commission Hearing Date: Board of County Commissioners Hearing Date: Channing Self Storage RCU2017-00035 06/14/2018 at 6:00 p.m. 07/10/2018 at 9:30 a.m.

May 17, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **conditional use permit to allow a mini-storage use in the Agricultural-3 (A-3) zone district.**

This request is located at 12750 Zuni Street. The Assessor's Parcel Number is 0157333000001. The property is approximately 9.93 acres. The legal description of the parcel is: *SECT, TWN,RNG:33-1-68 DESC: BEG AT NW COR OF SEC 33 TH E 728/4 FT ALG N LN TO PT ON WLY ROW LN OF CALKINS DT TH ALG WLY ROW OF SD DT S 41D 41M W 134/8 FT TH S 29D 31M W 122/3 FT TH S 16D 28M W 301/7 FT TH S 34D 49M W 218/4 FT TH S 03D 58M W 105 FT TH S 37D 11M W 387/2 FT TH S 65D 47M W 157/1 FT TO PT ON W LN SD SEC TH N 1150/5 FT TO POB EXC W 30 FT FOR RD AND EXC RD 8/1700A*

Applicant Information:	Channing Corporation Jon Channing 5100 PGA Blvd., Suite 209 Palm Beach Gardens, FL 33418
	Palm Beach Gardens, FL 33418

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 Community and Economic Development Department, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes Case Manager

BOARD OF COUNTY COMMISSIONERS

Charles "Chaz" Tedesco DISTRICT 2

Erik Hansen DISTRICT 3 Steve O'Dorisio

PUBLICATION REQUEST

Channing Self Storage

Case Number:		RCU2017-00035
Planning Commissi	on Hearing Date:	06/14/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:		07/10/2018 at 9:30 a.m.
Request: Condition	nal use permit to allow a mini-s 12750 ZUNI ST	torage use in the Agricultural-3 (A-3) zone.
Parcel Number:	0157333000001	
Case Manager:	Greg Barnes	
Case Technician:	Shayla Christenson	
Applicant:	JON CHANNING	
561-630-8630		
	5100 PGA BLVD	
	SUITE 209	
	PALM BEACH GARDENS, FL 3	3418
Owner:	BRUMMUND LEONA DARLE C/O MR MYRON W BRUMMU 9249 E 152ND AVENUE BRIGHTON, CO 80602	

Legal Description: SECT,TWN,RNG:33-1-68 DESC: BEG AT NW COR OF SEC 33 TH E 728/4 FT ALG N LN TO PT ON WLY ROW LN OF CALKINS DT TH ALG WLY ROW OF SD DT S 41D 41M W 134/8 FT TH S 29D 31M W 122/3 FT TH S 16D 28M W 301/7 FT TH S 34D 49M W 218/4 FT TH S 03D 58M W 105 FT TH S 37D 11M W 387/2 FT TH S 65D 47M W 157/1 FT TO PT ON W LN SD SEC TH N 1150/5 FT TO POB EXC W 30 FT FOR RD AND EXC RD 8/1700A

Exhibit 6.14 Referral Agency List



Referral Listing Case Number RCU2017-00035 Channing Self Storage

Agency	Contact Information
ADAMS 12 FIVE STAR SCHOOLS	MATT SCHAEFER - PLANNING MANAGER 1500 E. 128TH AVENUE THORNTON CO 80241 720-972-4289 matt.schaefer@adams12.org
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
CDPHE - AIR QUALITY	Paul Lee 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303-692-3127 paul.lee@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	Patrick Pfaltzgraff 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER CO 80246-1530 303-692-3509 patrick.j.pfaltzgraff@state.co.us
CDPHE SOLID WASTE UNIT	Andy Todd 4300 CHERRY CREEK DR SOUTH HMWMD-CP-B2 DENVER CO 80246-1530 303.691.4049 Andrew.Todd@state.co.us
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
CITY OF WESTMINSTER	MAC CUMMINS 4800 W 92ND AVE. WESTMINSTER CO 80031 (303) 658-2093 mcummins@cityofwestminster.us
CITY OF WESTMINSTER	Andy Walsh 4800 W 92nd Avenue WESTMINSTER CO 80031 303-658-2563 awalsh@cityofwestminster.us

Agency	Contact Information
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLORADO DEPT OF TRANSPORTATION	Steve Loeffler 2000 S. Holly St. Region 1 Denver CO 80222 303-757-9891 steven.loeffler@state.co.us
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COLORADO DIVISION OF WILDLIFE	JOSEPH PADIA 6060 BROADWAY DENVER CO 80216 303-291-7132 joe.padia@state.co.us
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
ENVIRONMENTAL ANALYST	Jen Rutter PLN 6841
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
NORTH METRO FIRE DISTRICT	Steve Gosselin 101 Lamar Street Broomfield CO 80020 (303) 452-9910 sgosselin@northmetrofire.org

Agency	Contact Information
NS - Code Compliance	Kerry Gress 4430 S. Adams County Pkwy Brighton CO 80601 720.523.6832 kgress@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org, smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org
WESTMINSTER FIRE DEPT.	CAPTAIN DOUG HALL 9110 YATES ST. WESTMINSTER CO 80031 303-430-2400 x4542 dhall@ci.westminster.co.us
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

BANK ONE C/O INDUSTRY COLSULTING GROUP INC PO BOX 810490 DALLAS TX 76381-0490

BHANDARI RATNA B AND BHANDARI ASHMITA 12944 VALLEJO CIR DENVER CO 80234-3794

BITTLE WILLIAM M JR AND BITTLE KYRA 1960 HARMONY PARK DR WESTMINSTER CO 80234-1792

BRUMMUND LEONA DARLENE TRUST THE C/O MR MYRON W BRUMMUND CO-TRUSTEE 9249 E 152ND AVENUE BRIGHTON CO 80602

CARNEVALE KIM 12936 VALLEJO CIR DENVER CO 80234-3794

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

CITY OF WESTMINSTER THE 4800 W 92ND AVE WESTMINSTER CO 80031-6399

CITY OF WESTMINSTER THE 4800 W 92ND AVE WESTMINSTER CO 80030

CLARK ROBERT E 12920 VALLEJO CIR DENVER CO 80234-3794

CLINE ADAM AND CLINE STACY 12915 VALLEJO CIRCLE WESTMINSTER CO 80234 COOKE BRIAN M AND COOKE KERRY L 1965 HARMONY PARK DRIVE WESTMINSTER CO 80234

CWETNA ERIKA H AND CWETNA MICHAEL R 12932 VALLEJO CIRCLE WESTMINSTER CO 80234

DENTON KENNETH R AND RUFFIN PAMELA S 12903 HARMONY PKWY WESTMINSTER CO 80234

EHN MATTHEW WAYNE AND EHN ERIN MAUREEN 12905 HARMONY PKWY DENVER CO 80234-1796

FARLEY JEFFREY A AND FARLEY ANDREA M 1935 HARMONY PARK DRIVE WESTMINSTER CO 80234

FARR TIMOTHY T 12852 HARMONY PKWY WESTMINSTER CO 80234

GILLES BRANDON LEE AND WORLE BRIANA RAE 1925 HARMONY PARK DRIVE WESTMINSTER CO 80234

GRAHAM RONALD E AND GRAHAM SUZANNE O 12928 N VALLEJO CIRCLE WESTMINSTER CO 80234

GRANT HALL ALLAN AND HALL JUSTINE R 12892 HARMONY PKWY WESTMINSTER CO 80234

INGRAM-HUEG SUSAN J AND HUEG WILLIAM F III 12919 VALLEJO CIRCLE WESTMINSTER CO 80234 JACOBS WILLIAM R AND JACOBS SHAINA R 1930 HARMONY PARK DRIVE WESTMINSTER CO 80234

KORB JOHN W III AND ZAMORA-KORB KATHRYN L 1955 HARMONY PARK DRIVE WESTMINSTER CO 80234

KURTZ ALLYSON E AND KURTZ JAY M 12916 VALLEJO CIR DENVER CO 80234-3794

LEO WILLIAM AND LEO JANETTE N 1915 HARMONY PARK DR DENVER CO 80234-1791

LUCAS WAYNE E AND LUCAS SERENA M 12862 HARMONY PARKWAY WESTMINSTER CO 80234

MADER KRISTOPHER RYAN AND ZADIKIAN RITA 1935 W 129TH DR DENVER CO 80234-2781

MARTINSON CHARLES P AND MARTINSON BRENDA W 12912 HARMONY PKWY DENVER CO 80234-1790

MCCAMEY LELA AND MCCAMEY KEELAN 12924 VALLEJO CIRCLE WESTMINSTER CO 80234

MCDONALDS REAL ESTATE COMPANY 1 MCDONALDS DR OAK BROOK IL 60523-8738

NGUYEN THANG V 1975 HARMONY PARK DR WESTMINSTER CO 80234 NGUYEN TRUNG N AND NGUYEN HANG T 12872 HARMONY PARKWAY WESTMINSTER CO 80234

NORDSTROM JACQUELINE SUZANNE 12901 HARMONY PKWY WESTMINSTER CO 80234-1796

NOVIK PETER AND NOVIK TATYANA 12902 HARMONY PKWY WESTMINSTER CO 80234-1790

RENAULT ALEXANDER J AND RENAULT TANIA J 1945 W 129TH DR DENVER CO 80234-2781

ROSE BERNADETTE O 12882 HARMONY PKWY DENVER CO 80234-1798

SHI TIAN MING AND ZHAO YING YING 12940 VALLEJO CIR DENVER CO 80234-3794

SNYDER CORY R AND SHAFFER BRIDGET R 1945 HARMONY PARK DRIVE WESTMINSTER CO 80234

TA HUNG V 1950 HARMONY PARK DRIVE WESTMINSTER CO 80234

TWIN STAR ENERGY LLC 10459 PARK MEADOWS DR LONE TREE CO 80124-5305

VILLAGE AT HARMONY PARK ASSOCIATION C/O HOMESTEAD MANAGEMENT CORP 1499 W 121ST AVE STE 100 WESTMINSTER CO 80234-3513 WARD TERESA L AND WARD DAVID A 1940 HARMONY PARK DRIVE WESTMINSTER CO 80234

WILLOW RUN INVESTORS LLC C/O GART PROPERTIES LLC 299 MILWAUKEE ST STE 500 DENVER CO 80206-5045 Current Resident 12550 ZUNI ST WESTMINSTER, CO 80020

Current Resident 12750 ZUNI ST WESTMINSTER, CO 80020

Current Resident 12852 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12872 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12892 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12901 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12903 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12912 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12916 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 12920 VALLEJO CIR WESTMINSTER, CO 80234 Current Resident 12620 ZUNI ST WESTMINSTER, CO 80020

Current Resident 12811 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12862 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12882 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12900 ZUNI ST WESTMINSTER, CO 80234

Current Resident 12902 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12905 HARMONY PKWY WESTMINSTER, CO 80234

Current Resident 12915 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 12919 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 12924 VALLEJO CIR WESTMINSTER, CO 80234 Current Resident 12928 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 12936 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 12944 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 1925 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 1935 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 1940 HARMONY PARKWAY DR WESTMINSTER, CO 80234

Current Resident 1945 W 129TH DR WESTMINSTER, CO 80234

Current Resident 1955 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 1965 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 2171 W 128TH AVE WESTMINSTER, CO 80234 Current Resident 12932 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 12940 VALLEJO CIR WESTMINSTER, CO 80234

Current Resident 1915 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 1930 HARMONY PARKWAY DR WESTMINSTER, CO 80234

Current Resident 1935 W 129TH DR WESTMINSTER, CO 80234

Current Resident 1945 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 1950 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 1960 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 1975 HARMONY PARK DR WESTMINSTER, CO 80234

Current Resident 2271 W 128TH AVE WESTMINSTER, CO 80234 Current Resident 2371 W 128TH AVE WESTMINSTER, CO 80234

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at

12570 Zuni Street

on <u>May 22, 2018</u>

in accordance with the requirements of the Adams County Zoning Regulations

-Sezazba

J. Gregory Barnes



Community & Economic Development Department

4430 South Adams County Parkway, 1st Floor, Suite W2000 Brighton, CO 80601-8205 рноме 720.523.6800 гах 720.523.6998

MEMORANDUM

Го:	Board of County Commissioners	

From: J. Gregory Barnes, Planner II

Subject: Channing / Case # RCU2017-00035

Date: July 5, 2018

If the Board of County Commissioners does not concur with the recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

ALTERNATIVE RECOMMENDED FINDINGS FOR DENIAL

- 1. The conditional use is not permitted in the applicable zone district.
- 2. The conditional use is inconsistent with the purposes of these standards and regulations.
- 3. The conditional use will not comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
- 4. The conditional use is incompatible with the surrounding area, not harmonious with the character of the neighborhood, detrimental to the immediate area, detrimental to the future development of the area, and detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
- 5. The conditional use permit has not addressed all off-site impacts.
- 6. The site is unsuitable for the proposed conditional use including inadequate usable space, inadequate access, and presence of environmental constraints.
- 7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
- 8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and adequate to serve the needs of the conditional use as designed and proposed.

Channing Self-Storage

RCU2017-00035

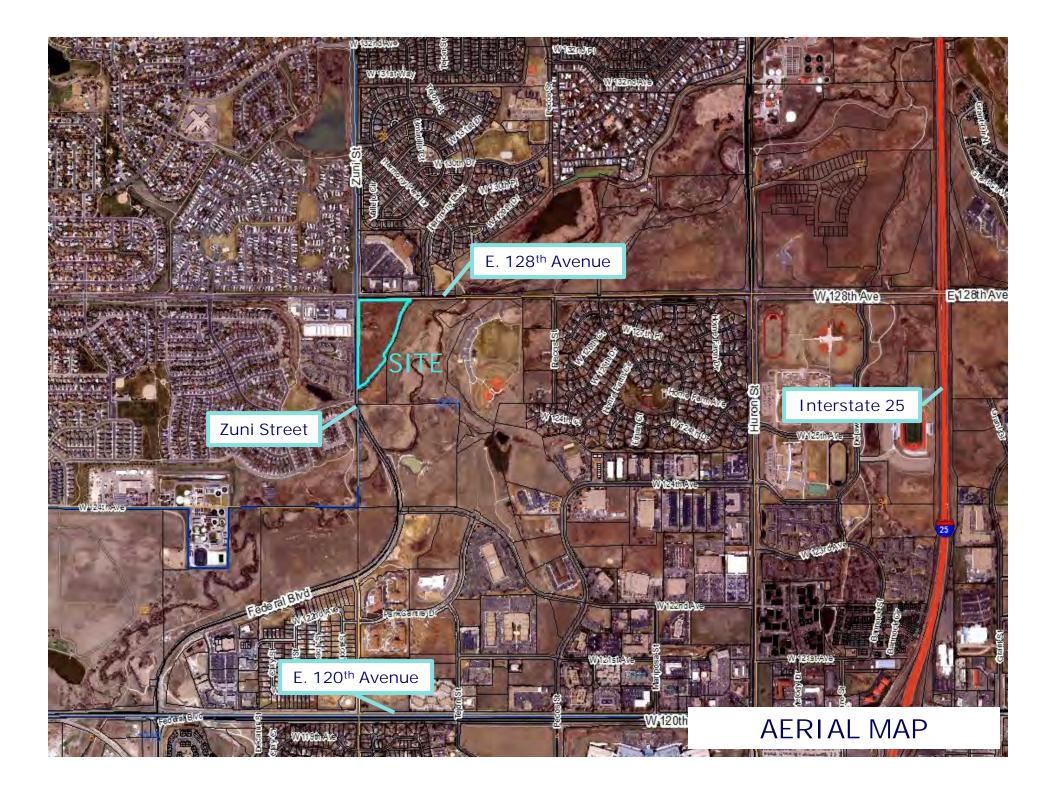
12570 Zuni Street

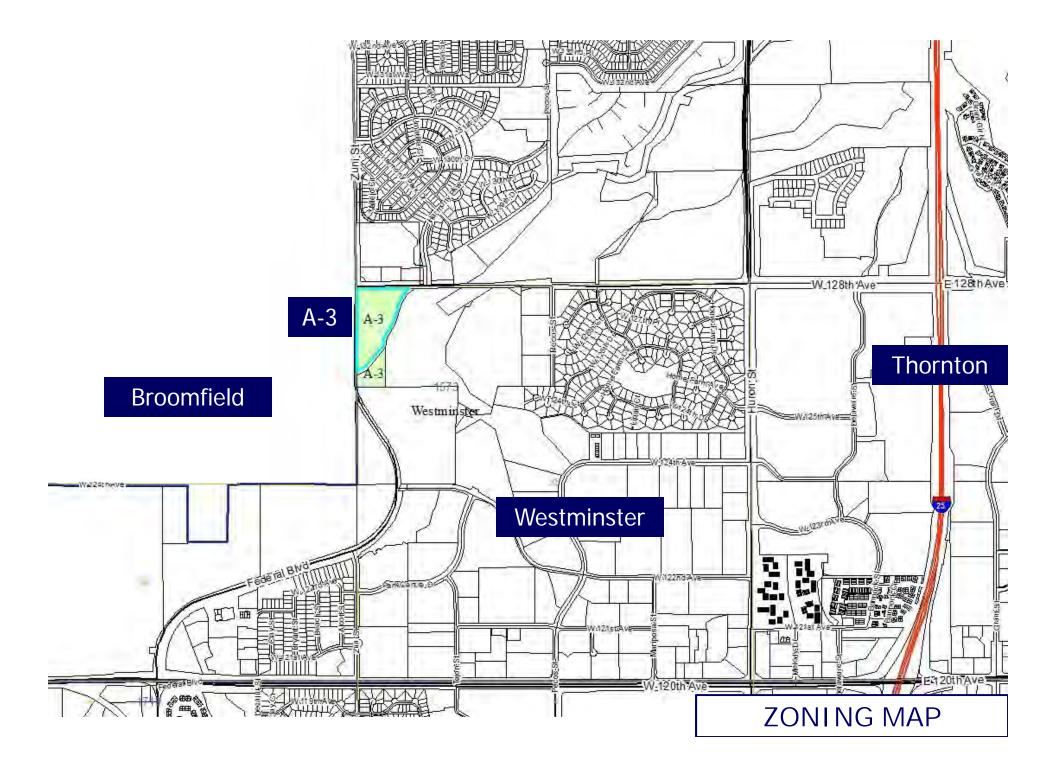
July 10, 2018 Board of County Commissioners Public Hearing Community and Economic Development Department Case Manager: Greg Barnes

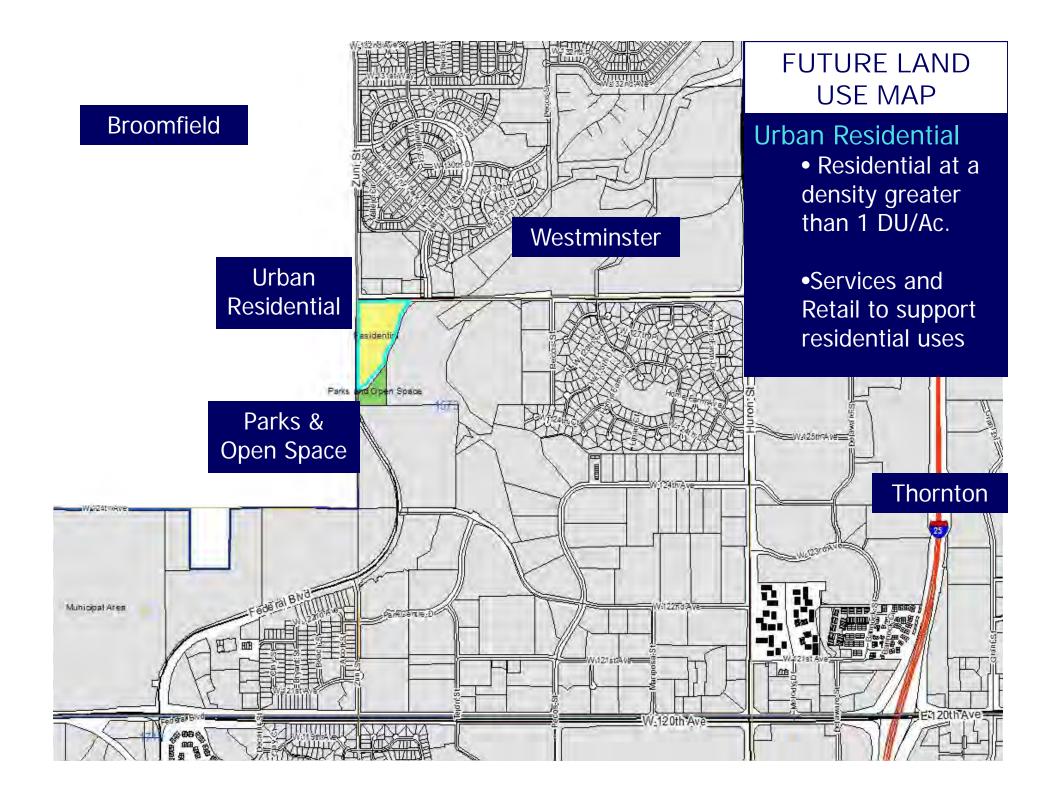


Request

Conditional Use Permit to allow a mini-storage use in the Agricultural-3 (A-3) zone district.





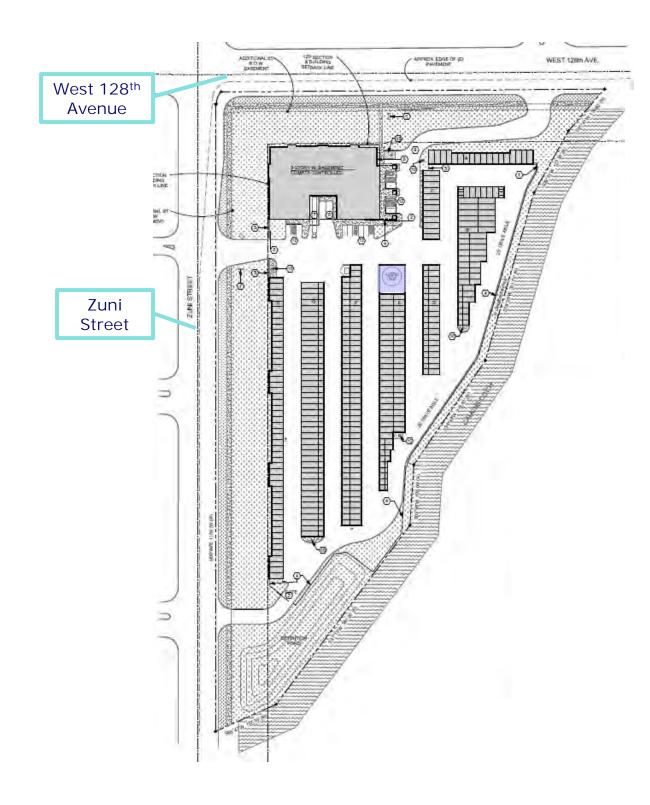


Criteria for Conditional Use

Section 2-02-08-06

Permitted in zone district
 Consistent with regulations
 Comply with performance standards
 Harmonious & compatible
 Addressed all off-site impacts
 Site suitable for use
 Site plan adequate for use
 Adequate services





SITE PLAN

Northwest building

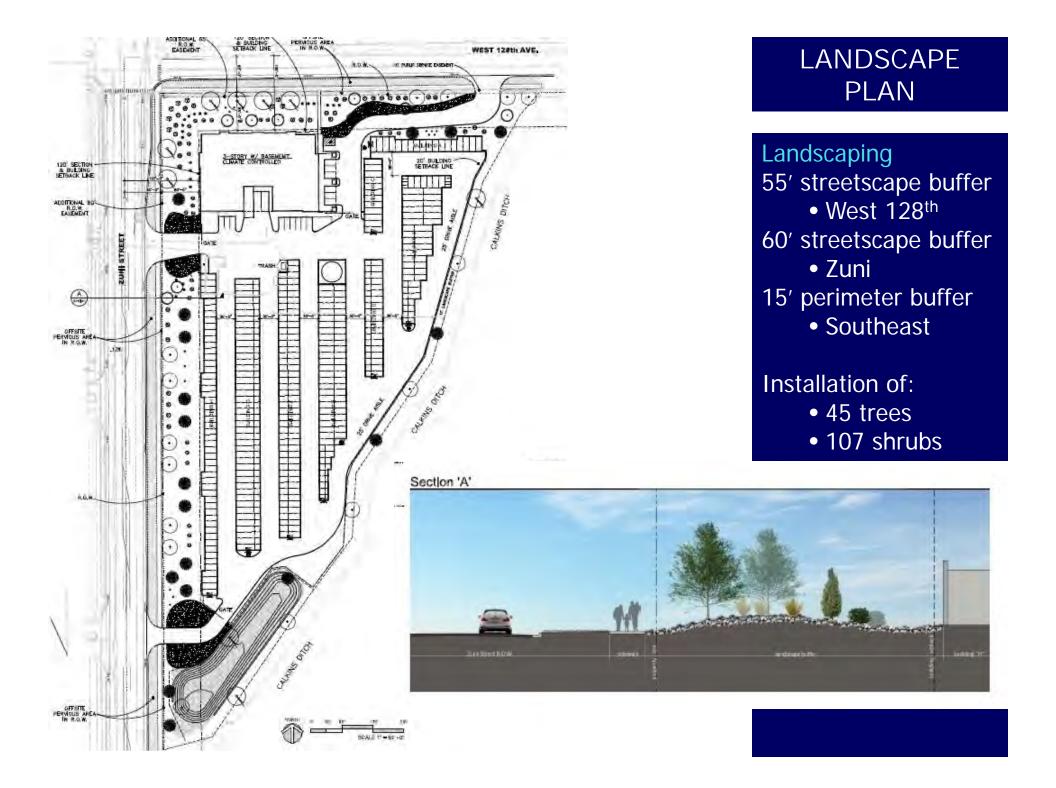
- Three stories
- Climate-controlled
- Indoor-accessed

Other 8 buildings

- One-story
- Externally-accessed

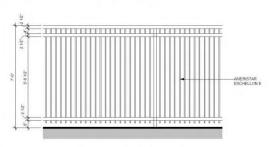
A-3 zoning standards

- 35' max. height
- Complies with setbacks



BUILDING ELEVATIONS

NOTE: 35'-0" MAXIMUM BUILDING HEIGHT



3 TYPICAL FENCE ELEVATION

PROP





ACCENT CMU - BASALITE #924 SPLIT FACE

FIELD CMU - BASALITE #924 GROUND FACE



TRESPA PANEL - ROYAL MAHOGANY



KINGSPAN INSULATED METAL PANEL - CHAMPAGNE BRONZE

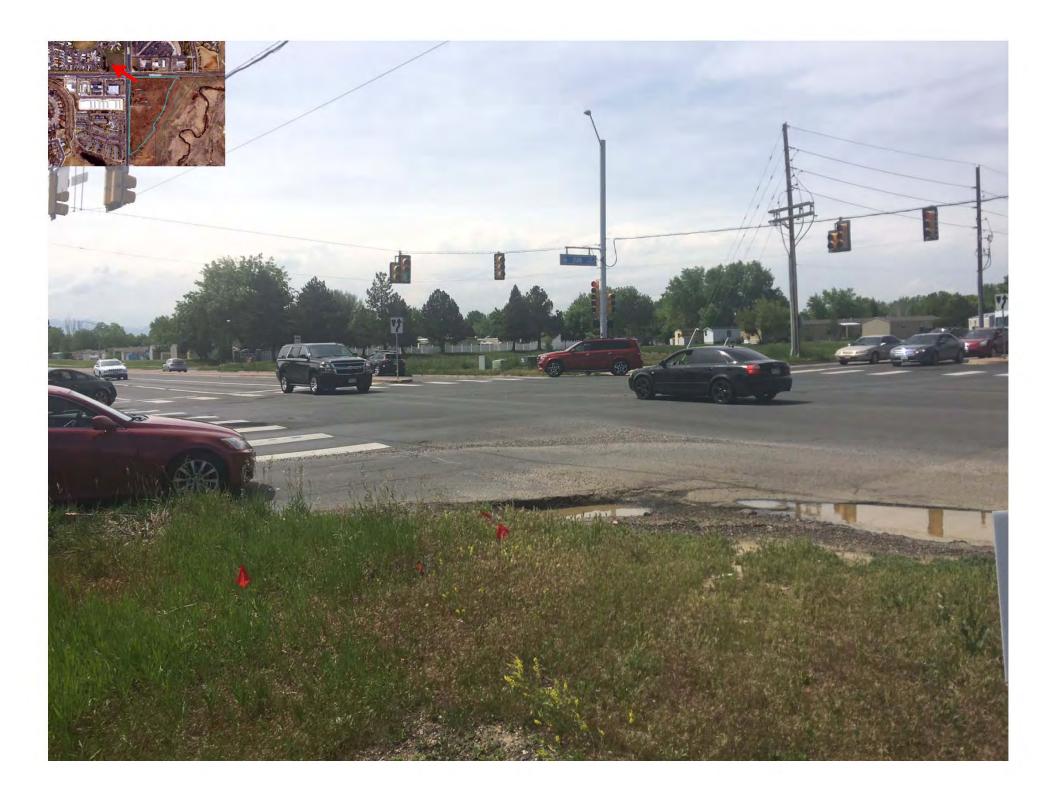




















Services

- Individual Well
 - Water storage On-Site
- On-Site Wastewater Treatment System

Referral Period

Notices sent*	# of Comments Received
123	3

* Property owners within 1,000 feet were notified

Public Comments & Referral Agencies:

- Public Comments:
 - Traffic Increase
 - Architectural scale
- Broomfield & Westminster:
 - Road Improvements Full build out and traffic light poles.
- North Metro Fire:
 - Fire Access & Water Supply Plan

PC Update

Heard at the June 14, 2018 PC Meeting.

Topics: Expiration of CUP, Perimeter buffer landscaping

Approval of the proposed Conditional Use Permit (RCU2017-00035 – Channing) with 8 Findings-of-Fact, 2 conditions precedent, and 3 conditions.

Recommended Conditions Precedent

- Prior to the issuance of a building permit, the applicant shall submit all drainage easements on the property to be reviewed by Adams County staff and record the approved easements with the Adams County Clerk & Recorder.
- 2. Prior to the issuance of a building permit, the applicant shall provide documentation from the City of Westminster and the City and County of Broomfield showing dedication of right-of-way, as required with the cities review comments.

Recommended Conditions

- 1. Development of the site shall conform to the landscape plan submitted and approved with the application which shows a minimum of one tree and three shrubs for every linear foot along the southeastern property line.
- 2. No outdoor storage of materials shall be permitted.
- **3.** All proposed buildings on the site shall conform to the building elevations submitted with the conditional use permit, which include building materials, windows, door openings, color, and scale.



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: PLN2018-00011 CASE NAME: Balanced Housing Plan

TABLE OF CONTENTS

EXHIBIT 1 –Board of County Commissioners Staff Report

EXHIBIT 2- Referral Comments

- 2.1 Request for Comments
- 2.2 Referral Mailing List
- 2.3 Public Notice

EXHIBIT 3- Associated Case Materials

- 3.1 DRAFT 2018 Balanced Housing Plan
- 3.2 2017 Housing Needs Assessment
- 3.3 Citizen Comments Received at Open Houses on March 21 and 28, 2018
- 3.4 Referral Agency Comments



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

STAFF REPORT

Board of County Con	mmissioners	July 10, 2018
CASE No.: PLN2018-00011	CASE NAME: Balanced Housing Plan	
Applicant's Name:	Adams County Community & Economic Deve	elopment
Applicant's Address:	4430 S Adams County Pkwy, Brighton, CO 80)601
Location of Request:	Countywide	
Nature of Request:	Comprehensive Plan Amendment to adopt th Plan	e Balanced Housing
Hearing Date(s):	PC: June 28, 2018, 6 pm	
	BoCC: July 10, 2018, 9:30 am	
Report Date:	June 29, 2018	
Case Manager:	Jennifer Woods	
PC Recommendation:	ADOPTION with Three (3) Findings of Condition	Fact and One (1)
Staff Recommendation:	ADOPTION with Three (3) Findings of Condition	Fact and One (1)

SUMMARY OF APPLICATION

Background:

Over the last decade, Adams County has experienced a wide range of economic and demographic transitions. These transitions have led to a county that can pride itself on becoming a desirable destination for those looking to live in an inclusive community and provides lifestyle opportunities that are unique to the Denver Metro region. The County's current housing climate and geographic location have contributed to the County's growing population – the fifth largest and second fastest in the region. In addition, a diversity of land uses from dense cities to suburbs and open range-land, gives the County a unique identity aiding in its growth. The resulting pressures of this growth and housing stock demands have pushed housing prices to a point where many residents struggle to either find attainable housing or maintain their housing.

The Balanced Housing Plan's (BHP), also found in Exhibit 3.1, purpose is to provide guidance by incorporating findings from the County's 2017 Housing Needs Assessment (HNA), also found in Exhibit 3.2, and community and referral agency feedback. The HNA detailed the existing housing, demographic and economic conditions in the County, and stakeholder input. The stakeholder input was generated from stakeholder interviews, focus groups and a countywide stakeholder engagement event convened in 2017 and public outreach events held in March of 2018, to develop and define goals and outcomes through a multifaceted and collaborative approach. The HNA identified four findings that the BHP seeks to address:

- Housing is less affordable;
- Increase in affordability gap at all income levels;
- Housing supply is not meeting demand; and
- The County has distinct socioeconomics.

Adams County has recognized the need to address these challenges, and has set the stage for working towards providing housing opportunities for all individuals at all income levels and stages of life. This plan is truly a balanced housing plan as it seeks to build a platform that allows all areas of the County to achieve housing of all types, and meets the needs of the County's diverse and growing population. Balanced housing is achieved by a community's ability to provide housing that reflects an individual's financial and lifestyle needs, including access to jobs, education, amenities and services.

During the Plan's development, stakeholders identified six (6) key themes or barriers to the provision of balanced housing needs in Adams County:

- 1. Lack of funding for affordable housing and risk of decreasing Federal funding levels;
- 2. Legislative/legal barriers;
- 3. Cities and Counties working independently;
- 4. Aging housing stock;
- 5. Development costs too high and no available incentives; and
- 6. No sense of place or clear marketing.

These themes were explored for their opportunities, options and tools available to help address the barriers, which were then formulated into Goals and Policies. The following proposed Goals and Policies are intended to further the intent of the Plan and guide implementation:

- 1. Utilize new and existing tools;
 - 2. Reduce constraints to Development; and
 - 3. Expand opportunities.

Policies:

Goals:

- 1. Improve and support housing opportunities for all residents in Adams County;
 - 2. Foster an environment that promotes balanced housing;
 - 3. Encourage connection and access between schools and housing
 - 4. Promote the preservation of the County's current housing stock; and
 - 5. Integrate development practices that increase diversity in housing options.

The five (5) Recommendations listed below establish future actions that meet the Goals of the Plan:

Recommendation	Actions		
Expand Resources	 Create a Housing Trust Fund Utilize and leverage existing funding Create partnerships to leverage resources 		
Balance supply with Demand	 Incentivize infill development Create development incentives by creating flexible land use 		

Recommendation	Actions
	 regulations Explore 'missing middle' development opportunities (i.e. Accessory Dwelling Units)
Maintain Housing Stock	 Continue Minor Home Repair Program and expand partnerships Assist cities with the creation of rental inspection programs Monitor the expiration of affordable housing stock
Decrease affordability gap	 Attract high paying jobs through marketing the County's assets and location Increase education and job opportunities
Predictability in development process	 Increase Outside Agency coordination in development review Streamline processes

Development Standards and Regulations:

Section 2-02-13-06-03 requires that the Comprehensive Plan amendment be in conformance with the goals of the Plan and advances the health, welfare and safety of residents and property owners of the County. The following goals and policies support the Comprehensive Plan Amendment to adopt the Balanced Housing Plan:

Chapter 2. County-wide Policies & Strategies

Goal 1: Promote Coordinated and Connected Growth

In addition, continuing to provide a range of housing choices and travel options to meet the needs of a variety of residents—an aging population, those desiring a rural lifestyle, families, and others—is an important consideration particularly as it relates to the County's ability to attract and retain primary jobs and provide services (p. 10-11)

Policy 4.2 – Strengthen the Economic Base

Create a more diversified and well-balanced economic base. Ensure that existing businesses are able to expand in Adams County and employment areas are able to capture job growth related to efforts of existing businesses.

Policy 4.2.a Suitable Amenities

Improve the County's educational, housing, open space, recreational, retail, and cultural amenities to encourage retention and attract new businesses to Adams County (p. 33)

Policy 4.3 – Improve the Labor Force Base

Enhance, solidify, and diversify the Adams County labor force. Increase the percent of workers who live and work in the County through policies that support business development but also create attractive places to live.

Policy 4.3.b Housing

Institute appropriate programs to provide a variety of housing options for County residents, as identified in the Balanced Housing Plan, including executive housing. Ensure land use plans and development regulations support the types of housing needed to attract businesses and new residents (p. 34).

Chapter 4. Area-Specific Policies & Strategies

14. Southwest Area

Residential Neighborhoods

Policy 14.5: Maintain and enhance the quality of existing residential neighborhoods (p. 70).

Chapter 6. Implementation and Integration Strategy

Partnerships and Intergovernmental Agreements

A number of the Plan's policies and strategies will be achieved through cooperation and partnerships between the County and other municipalities, regional agencies, or other governmental entities (p. 151).

Public Outreach:

The referral comment period occurred from March 1 to April 16, 2018, which was posted on the County's Balanced Housing Plan website at <u>www.adcogov.org/bhp</u> and emails were sent to County agencies and referral agencies soliciting comments. A referral letter and email were also sent to over 250 agencies (see also Exhibit 2.2) on February 28, 2018 (see also Exhibit 2.1), which included agencies from within the County, municipalities within the County and other interested organizations and parties. Additionally, there were two open houses conducted, one at the Adams County Human Services Building located at 11860 Pecos St., Westminster, CO 80234 on March 21, 2018 and another at the Adams County Government Center located at 4430 S. Adams County Pkwy., Brighton, CO 80601 on March 28, 2018. Both events were advertised on the County's main webpage and events calendar as well as the Balance Housing Plan website.

CITIZEN COMMENTS

There were seventeen (17) comments received and related to the need for more affordable housing, housing for special populations, such as seniors and veterans and availability of more housing options. Staff considered each comment and provided edits to the Plan if it did not already incorporate the comment. A list of citizen comments received at the open houses and staff responses can be found in Exhibit 3.3.

COUNTY AGENCY COMMENTS

There were no comments received from County Departments.

REFERRAL AGENCY COMMENTS

The following agencies responded and their comments with staff responses and plan edits are provided in full in Exhibit 3.4:

Responding with Concerns:

City of Westminster

Summary of Concerns: Additional clarifications and information about the "Missing Middle", Accessory Dwelling Units (ADU's), Affordability Gap, regional coordination and homelessness are needed.

Responding without Concerns:

City of Federal Heights

Elbert County

City of Commerce City

Unison Housing Partners

Notified but not Responding / Considered a Favorable Response:

All others

PLANNING COMMISSION UPDATE:

The Planning Commission (PC) considered this case on June 28, 2018. There were no comments or questions received from the Planning Commission. There was no one from the public to speak in favor or in opposition to the request.

The Planning Commission voted (7-0) to recommend approval of the request.

Staff Recommendations:

The Comprehensive Plan of Amendment request conforms to the goals the County that support balanced housing. Increased growth in Adams County will shape housing options, access to jobs and educational opportunities. The County should foster opportunities for our future population to achieve a greater quality of life. The BHP was created as a platform from which actions are implemented to reduce or remove barriers and to facilitate the types of housing and affordability necessary to achieve balanced housing. The Plan also furthers the goals and policies of the 2012 Comprehensive Plan. Therefore, staff is recommending approval based on the following three (3) findings of fact and one (1) condition.

RECOMMENDED FINDINGS OF FACT

- 1. The Comprehensive Plan amendment is consistent with the goals and policies of the Adams County Comprehensive Plan:
- 2. The Comprehensive Plan amendment is consistent and/or compatible with the land use, transportation, and open space maps in the Adams County Comprehensive Plan.
- 3. The Comprehensive Plan amendment advances the health, safety, and welfare of the citizens and property owners of Adams County.

RECOMMENDED CONDITIONS

1. Up until August 31, 2018 the Community and Economic Development Department staff may make minor corrections to the Balanced Housing Plan, including but not limited to, typographical errors, to ensure consistency and accuracy throughout the Plan.

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 РНОМЕ 720.523.6800 Fax 720.523.6998

Request for Comments

Case Name: Project Number: 2018 Balanced Housing Plan PLN2018-00011

March 1, 2018

Adams County Community and Economic Development Department is requesting comments on the following request:

Adoption of the 2018 Balanced Housing Plan as an amendment to the Adams County Comprehensive Plan

Application Information:	ADAMS COUNTY COMMUNITY AND
	ECONOMIC DEVELOPMENT DEPARTMENT
	4430 S ADAMS COUNTY PKWY
	BRIGHTON, CO 80601

A copy of the plan can be found on the Adams County website at <u>http://www.adcogov.org/bhp</u> If you do not have access to the Internet, please contact our office to obtain a copy of the plan, as well as announcements regarding future public input opportunities.

Please forward any written comments to the Department of Community and Economic Development at 4430 South Adams County Parkway, Brighton, CO 80601-8216, or by phone at (720) 523-6896, by April 16, 2018 so that your comments may be taken into consideration in the review of this case. If you would like your response included verbatim, please e-mail the case manager, Jennifer Woods, at <u>JWoods@adcogov.org</u>. Once comments have been received and the staff report has been written, the report and notice of public hearing dates will be posted on the website.

Adams County will provide notice of the public hearing dates for this case on its website at <u>http://www.adcogov.org/planning/currentcases</u> and in local newspapers. You may contact our office or check the Adams County website on or after April 26, 2018 to confirm public hearing dates and times. If you submit a written comment on the plan to the case manager during the referral period, you will also be sent a mailed notice of the public hearing dates.

Thank you for your review of this case.

Jennifer Woods Case Manager

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS edesco Erik Hansen

DISTRICT 3

Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5 Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 РНОМЕ 720.523.6800 Fax 720.523.6998

Request for Comments

Nombre del caso: Número de proyecto: Plan de Vivienda Equilibrado 2018 PLN2018-00011

1 de Marzo 2018

El Departamento de Desarrollo Económico y Comunitario del Condado de Adams está solicitando comentarios sobre la siguiente solicitud:

Adopción del Plan de Vivienda Equilibrado 2018 como una enmienda al Plan Integral del Condado de Adams

Información del solicitante:	ADAMS COUNTY COMMUNITY AND
	ECONOMIC DEVELOPMENT DEPARTMENT
	4430 S ADAMS COUNTY PKWY
	BRIGHTON, CO 80601

Puede encontrar una copia del plan en el sitio web del Condado de Adams en <u>http://www.adcogov.org/bhp</u>. Si no tiene acceso a Internet, comuníquese con nuestra oficina para obtener una copia del plan, así como tambien para recibir anuncios sobre futuras oportunidades de participación pública.

Envíe cualquier comentario por escrito al Departamento de Desarrollo Económico y Comunitario al 4430 South Adams County Parkway, Brighton, CO 80601-8216, o por teléfono al (720) 523-6896, antes del 16 de Abril de 2018 asi sus comentarios podrán ser tomados en consideración durante la revisión de este caso. Si desea que su respuesta seincorpore textualmente, por favor envíe un correo electrónico a la administradora del caso, Jennifer Woods, al <u>JWoods@adcogov.org</u>. Una vez que se hayan recibido los comentarios y que se haya escrito el informe por nuestro personal, el informe y el aviso de las fechas de la audiencia pública se publicarán en el sitio web.

El Condado de Adams proporcionará un aviso de las fechas de la audiencia pública para este caso en su sitio web en <u>http://www.adcogov.org/planning/currentcases</u> y en periódicos locales. Puede ponerse en contacto con nuestra oficina o consultar el sitio web del Condado de Adams a partir del 26 de Abril de 2018 para confirmar las fechas y horas de la audiencia pública. Si envía un comentario por escrito sobre el plan al administrador del caso durante el período de referencia, también se le enviará un aviso por correo de las fechas de la audiencia pública.

Gracias por su revisión de este caso.

Jennifer Woods Administradora de casos

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS edesco Erik Hansen

DISTRICT 3

Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5

Organization	Address	City	State	ZIP
BOX ELDER ESTATES HOA/ HOMEOWNER CONCERNS LLC	10701 MELODY DR #315	NORTHGLENN	CO	80234
COMMANCHE CROSSING METRO DISTRICT/ SPENCER FANE BRITT & BROWNE LLP	1700 LINCOLN ST #2000	DENVER	СО	80203
EAGLE SHADOW METRO DISTRICT 1/ SPENCER FANE	1700 LINCOLN ST #2000	DENVER	CO	80203
EASTERN ADAMS COUNTY METRO DISTRICT	100 ST PAUL #300	DENVER	CO	80206
HIMALAYA WATER AND SANITATION DIST/ SPENCER FANE	1700 LINCOLN ST #2000	DENVER	CO	80203
METRO NORTH CHAMBER OF COMMERCE	1870 W 122ND AVE #300	WESTMINSTER	CO	80234
MOBILE GARDENS HOA	6250 FEDERAL BLVD	DENVER	CO	80221
SILVER SPRINGS HOA/ MANAGEMENT SPECIALISTS, INC.	11002 BENTON ST	WESTMINSTER	CO	80020
TODD CREEK FARMS HOA/ HOMESTEAD MANAGEMENT	1499 W 121ST AVE #100	WESTMINSTER	CO	80234
DENVER POLICE DEPARTMENT	1331 N CHEROKEE ST	DENVER	CO	80203
ADAMS EAST DEVELOPMENT CO., LLC	PO BOX 551	EAST LAKE	CO	80614
WESTLAKE WATER AND SAN. DIST.	13751 STUART ST	BROOMFIELD	CO	80020
STURGENWELLER	555 HAPPY CANYON ROAD	BRIGHTON	CO	80601
ALOHA BEACH	3124 W 62ND AVE	DENVER	CO	80221
ALOHA BEACH	3556 W 62ND AVENUE	DENVER	CO	80221
BASELINE LAKES	12484 CHERRY ST	THRONTON	CO	80234
BERKELEY NEIGHBORHOOD ASSOC.	4420 W 52ND PL.	DENVER	CO	80212
BOX ELDER ESTATES HOMESITE SUBDIVISION	14405 N MAYWOOD CT	BRIGHTON	CO	80603
CAVANAUGH HILLS / CAVANAUGH HEIGHTS	37909 E 149TH PL.	KEENESBURG	CO	80643
COLUMBINE RANCHES	PO BOX 1023	BRIGHTON	CO	80601
CREEKSIDE SOUTH ESTATES	10700 E 157TH CT.	BRIGHTON	CO	80602
CREEKSIDE SOUTH ESTATES HOMEOWNERS ASSOC.	15605 HAVANA WAY	BRIGHTON	CO	80602
FAIR MARKET REALTY	2932 S COORS DR.	LAKEWOOD	СО	80228
FULLHOUSE CARPET CLEANING	7142 XAVIER WAY	WESTMINSTER	СО	80030
GOAT HILL	2901 W 63RD	DENVER	CO	80221
GREATROCK NORTH HOA	28650 E 160TH PL	BRIGHTON	СО	80603
GUARDIAN ANGEL NEIGHBORHOOD	5353 COLUMBINE ST	DENVER	CO	80229

Organization	Address	City	State	ZIP
HAWK RIDGE SUBDIVISION (NORTHSIDE MGMT)	PO BOX 1324	EASTLAKE	CO	80614
HAZELTINE HEIGHTS	8450 COUNTER DR.	HENDERSON	CO	80640
HIGH FIVE PLAINS FOUNDATION	155 NCR 157	STRASBURG	CO	80136
MOBILE GARDENS	6250 FEDERAL #29	DENVER	CO	80221
MUSTANG ACRES	1364 W 154TH AVE	BROOMFIELD	CO	80023
NEIGHBORHOOD IMPROVEMENT COMMITTEE	7780 MAGNOLIA ST	COMMERCE CITY	СО	80022
NORTH FEDERAL HILLS HOMEOWNERS	2520 W 66TH PLACE	DENVER	CO	80221
NORTH FEDERAL HILLS HOMEOWNERS	2831 W 66TH PLACE	DENVER	CO	80221
NORTHRIDGE ESTATES AT GOLD RUN HOA	14901 E HAMPDEN AVE	AURORA	CO	80014
PERL MACK NEIGHBORHOOD GROUP	7294 NAVAJO ST.	DENVER	CO	80221
PVPOA / PRAIRIE VIEW HOMEOWNERS ASSOC.	PO BOX 96	WATKINS	CO	80137
QUAIL HILL HOMEOWNERS ASSOC.	14602 KALAMATH CT.	WESTMINSTER	CO	80020
REMAX UNLIMITED, INC.	3300 S PARKER RD, #100	AURORA	CO	80014
RIVERDALE FARMS	3250 E 85TH AVE	THORNTON	CO	80229
SOUTH BRIGHTON CITIZEN GROUP	14110 BRIGHTON RD.	BRIGHTON	CO	80601
SUNSET VISTA ESTATES HOMEOWNERS ASSOC.	15955 JACKSON ST	BRIGHTON	CO	80602
THE ESTATES AT BROMLEY LN	15920 NASHVILLE ST	HUDSON	CO	80642
TODD CREEK VILLAGE MASTER ASSOCIATION	PO BOX 1324	EASTLAKE	CO	80614
VANTAGE ESTATES	30085 E 128TH AVE	COMMERCE CITY	СО	80022
WADLEY FARMS HOA	PO BOX 1208	EASTLAKE	CO	80614
WELBY CITIZEN GROUP	7401 RACE STREET	DENVER	CO	80229
WELBY HERITAGE FOUNDATION	7403 RACE ST	DENVER	CO	80229
WELCH'S HILLTOP ACRES ARCH. CONTROL	15373 KIMBARK DRIVE	BRIGHTON	CO	80601
CASTLE ROCK DEVELOPMENT SERVICES	100 N WILCOX STREET	CASTLE ROCK	CO	80104
CITY OF ARVADA	8101 RALSTON RD	ARVADA	СО	80002
CITY OF AURORA BUILDING DIVISION	25079 E 3RD PLACE	AURORA	CO	80018

Organization	Address	City	State	ZIP
CITY OF BRIGHTON - PLANNING	500 S 4TH AVE	BRIGHTON	CO	80601
CITY OF BRIGHTON - URBAN RENEWAL AUTHORITY	22 S 4TH AVE, 3RD FLOOR	BRIGHTON	CO	80601
CITY OF BROOMFIELD	1 DESCOMES DRIVE	BROOMFIELD	CO	80020
CITY OF COMMERCE CITY	7887 E 60TH AVE	COMMERCE CITY	СО	80022
CITY OF DACONO	512 CHERRY ST	DACONO	CO	80514
CITY OF FEDERAL HEIGHTS	2380 W 90TH AVE	FEDERAL HEIGHTS	СО	80260
CITY OF NORTHGLENN	11701 COMMUNITY CENTER DRIVE	NORTHGLENN	СО	80233 -8061
CITY OF THORNTON	12450 N WASHINGTON	THORNTON	CO	80241
CITY OF THORNTON	9500 CIVIC CENTER DR	THORNTON	CO	80229
CITY OF WESTMINSTER	4800 W 92ND AVE	WESTMINSTER	CO	80031
COMMERCE CITY PLANNING DIVISION	7887 E 60TH AVENUE	COMMERCE CITY	СО	80022
COMMUNITY PLANNING & DEVELOPMENT (CITY AND COUNTY OF DENVER)	201 W COLFAX DEPT. 205	DENVER	СО	80202
HEPP REALTY, LLC	435 S 4TH AVENUE	BRIGHTON	CO	80601
MISTY SCHEIDT	11404 E 119TH AVE	HENDERSON	CO	80640
TOWN OF BENNETT	355 4TH STREET	BENNETT	CO	80102
TOWN OF ERIE	PO BOX 750	ERIE	CO	80516
TOWN OF LOCHBUIE	703 WCR 37 LOCHBUIE	LOCHBUIE	CO	80603
TOWN OF PARKER	20120 E MAINSTREET	PARKER	CO	80138
BOULDER COUNTY	PO BOX 471	BOULDER	CO	80306
CITY AND COUNTY OF DENVER	201 W COLFAX #205	DENVER	СО	80202
COMMUNITY & DEVELOPMENT SERVICES	PO BOX 7, 215 COMANCE STREET	KIOWA	СО	80107
COUNTY ATTORNEY	100 3RD ST.	CASTLE ROCK	CO	80104
DOUGLAS COUNTY PUBLIC WORKS DEPT./ ENG.	100 THIRD ST, STE 220	CASTLE ROCK	СО	80104
DOUGLAS COUNTY PLANNING	100 THIRD ST, STE 220	CASTLE ROCK	CO	80105

Organization	Address	City	State	ZIP
¥	2880 INTERNATIONAL	COLORADO		
EL PASO DEVELOPMENT SERVICES	CIRCLE	SPRINGS	CO	80910
JEFFERSON COUNTY	100 JEFFERSON CO PKWY, STE 3550	GOLDEN	СО	80419
WASHINGTON COUNTY	150 ASH AVENUE	AKRON	CO	80720
WELD COUNTY PLANNING DEPT.	1555 N 17TH AVE	GREELEY	CO	80631
ARCHWAY	8585 W 14TH AVE, STE A	LAKEWOOD	СО	80215
BBC	1999 BROADWAY #2200	DENVER	CO	80202
CITY OF COMMERCE CITY HOUSING AUTHORITY	7887 E 60TH AVE	COMMERCE CITY	СО	80022
COLORADO COALITION FOR THE HOMELESS	211 CHAMPA ST	DENVER	CO	80205
EEOC	303 E 17TH AVE, STE 410	DENVER	CO	80203
UNITED WAY	711 PARK AVE W	DENVER	CO	80205
GUILD MORTGAGE	1155 KELLY JOHNSON BLVD	COLORADO SPRINGS	СО	80920
ADAMS COUNTY FIRE PROTECTION DISTRICT	8055 WASHINGTON ST.	DENVER	CO	80229
ARVADA FIRE DEPT.	7903 ALISON WAY	ARVADA	CO	80005
AURORA FIRE DEPT.	15151 E ALAMEDA PKWY,SUTIE	AURORA	СО	80012 -1553
BENNETT FIRE DISTRICT #7	825 SHARIS CT	BENNETT	CO	80102
BENNETT FIRE DISTRICT #7	825 SHARIS CT	BENNETT	CO	80102
BYERS FIRE PROTECTION DISTRICT #9	PO BOX 85	BYERS	CO	80103
DEER TRAIL FIRE DEPT.	PO BOX 257, 488 1ST AVE	DEER TRAIL	CO	80105
FEDERAL HEIGHTS FIRE DEPT.	2400 W 90TH AVE	FEDERAL HEIGHTS	СО	80260
NORTH METRO FIRE DISTRICT	101 SPADER WAY	BROOMFIELD	CO	80020
NORTH METRO FIRE RESCUE DISTRICT	101 SPADER WAY	BROOMFIELD	CO	80020
SABLE ATURA FIRE DIST.	26900 E COLFAX AVE SPACE 52	AURORA	СО	80018
SACFD	6550 E 72ND AVE	COMMERCE CITY	СО	80022

Organization	Address	City	State	ZIP
SOUTHEAST WELD COUNTY FIRE	PO BOX 312	KEENESBURG	CO	80643
				80229
THORNTON FIRE DEPARTMENT	9500 CIVIC CENTER DRIVE	THORNTON	CO	-4326
WESTMINSTER FIRE DEPT.	9110 YATES ST.	WESTMINSTER	CO	80031
BARR LAKE STATE PARK	13401 PICADILLY ROAD	BRIGHTON	CO	80603
CDOT	222 S 6TH STREET ROOM 100	GRAND JUNCTION	СО	81501
COLORADO DEPT OF HUMAN SERVICES	1575 SHERMAN ST, 1ST FLOOR	DENVER	СО	80203 -1714
COLORADO DEPT OF TRANSPORTATION	1420 SECOND ST	GREELEY	CO	80631
COLORADO DEPT OF TRANSPORTATION	2000 S HOLLY ST.	DENVER	CO	80222
COLORADO DEPT OF TRANSPORTATION	2000 S HOLLY ST.	DENVER	CO	80222
COLORADO HISTORICAL SOCIETY	1300 BROADWAY	DENVER	CO	80203
COLORADO STATE ELECTRICAL BOARD	1560 BROADWAY	DENVER	CO	80202
DEPARTMENT OF LOCAL AFFAIRS	1313 SHERMAN ST #500	DENVER	CO	80203
DEPT OF LABOR AND EMPLOYMENT	633 17TH STREET #400	DENVER	СО	80202 -3610
DEPT OF NATURAL RESOURCES /CWCB	721 STATE CENTENNIAL BLDG	DENVER	со	80203
TRI-COUNTY HEALTH DEPARTMENT	4201 E 72ND AVENUE, STE D	COMMERCE CITY	СО	80022
TRI-COUNTY HEALTH DEPARTMENT	6162 S WILLOW DR, STE 100	GREENWOOD VILLAGE	со	80111
BERGER & BERGER	7201 MONACO	COMMERCE CITY	СО	80022
BERKELEY WATER AND SANT DIST	4455 W 58TH AVE, UNIT A	ARVADA	CO	80002
CRESTVIEW WATER & SANT DISTRICT	7145 MARIPOSA STREET	DENVER	CO	80221
EAGLE CREEK METRO DISTRICT	7400 E ORCHARD RD, STE 3300	GREENWOOD VILLAGE	СО	80111
GREAT ROCK NORTH & BOX ELDER WATER & SANT DIST	141 UNION BLVD, STE 150	LAKEWOOD	СО	80228 -1898

Organization	Address	City	State	ZIP
		COLORADO		
SCHUCK TRANSPORT	2 N CASCADE AVE, STE 1280	SPRINGS	CO	80903
TODD CREEK FARMS METRO DIST #2	10841 E 155TH PL	BRIGHTON	CO	80602
TODD CREEK FARMS METRO DIST #2	15480 ELMIRA CT	BRIGHTON	CO	80601
TODD CREEK FARMS METRO DIST #2	8955 E 155TH AVE	BRIGHTON	CO	80602
	7400 E ORCHARD RD, STE	GREENWOOD		
ABERDEEN METROPOLITAN DISTRICT NO 1	3300	VILLAGE	CO	80111
	7400 E ORCHARD RD, STE	GREENWOOD		00111
ABERDEEN METROPOLITAN DISTRICT NO 2	3300	VILLAGE	CO	80111
ADAMS EAST METROPOLITAN DISTRICT	5460 S QUEBEC STREET, STE 110	GREENWOOD VILLAGE	СО	80111
	7400 E ORCHARD RD, STE	GREENWOOD	0	00111
AMBER CREEK METROPOLITAN DISTRICT	3300	VILLAGE	CO	80111
BERKELEY WATER & SAN DISTRICT	4455 W 58TH AVE UNIT A	ARVADA	СО	80002
BOX ELDER WATER AND SANITATION DISTRICT	PO BOX 1518	FT COLLINS	CO	80522
	7995 E PRENTICE AVE, STE	GREENWOOD		80111
BROMLEY PARK METRO DIST.	103E	VILLAGE	CO	-4949
CENTRAL COLO. WATER CONSERVANCY DISTRICT	3209 W 28TH ST.	GREELEY	CO	80634
CITY OF ARVADA - WATER AND SANITATION DEPT.	8101 RALSTON RD.	ARVADA	CO	80002
	15151 E ALAMEDA PKWY			
CITY OF AURORA - WATER AND SAN. DEPT.	#3600	AURORA	CO	80012
CITY OF BRIGHTON - WATER & SANATATION DEPT.	500 S 4TH AVE, 4TH FLOOR	BRIGHTON	CO	80601
		FEDERAL		000000
CITY OF FEDERAL HEIGHTS - WATER AND SAN. DEPT.	2380 W 90TH AVE	HEIGHTS	CO	80260
CITY OF THORNTON - WATER MAINTENANCE	12450 WASHINGTON ST	THORNTON	CO	80241
CITY OF WESTMINSTER	4800 W 92ND AVENUE	WESTMINSTER	CO	80031
CITY OF WESTMINSTER	6575 W 88TH AVE	WESTMINSTER	CO	80031
COLORADO INTERNATION CENTER	141 UNION BLVD, STE 150	LAKEWOOD	CO	80228
		COMMERCE		
COMMERCE CITY - GENERAL IMPROVEMENT DISTRICT	7887 E 60TH AVE	CITY	CO	80022
CRESTVIEW WATER & SANITATION	PO BOX 21299	DENVER	CO	80221

Organization	Address	City	State	ZIP
				-0299
DENVER WATER DEPT.	1600 W 12TH AVE	DENVER	СО	80204 -3412
EAGLE VIEW METRO DIST.	141 UNION BLVD.	LAKEWOOD	СО	80228 -1814
EAST CHERRY CREEK VALLEY (ECCV)	6201 S GUN CLUB RD	AURORA	CO	80016
EASTLAKE WATER AND SAN. DIST.	9500 CIVIC CENTER DRIVE	THORNTON	CO	80229
ELBERT COUNTY	215 COMANCHE ST	KIOWA	CO	80107
FIRST CREEK RANCH METRO DIST.	450 3 17TH AVE, STE 400	DENVER	CO	80202
FRONT RANGE METRO DIST.	390 UNION BLVD., SUTIE 400	DENVER	CO	80228
GREATROCK WATER DISTRICT	141 UNION BLVD., #150	LAKEWOOD	CO	80228
HAZELTINE HEIGHTS WATER & SANITATION	PO BOX 38	HENDERSON	CO	80640
HERITAGE AT TODD CREEK METRO DIST.	2154 E COMMONS AVE, STE 2000	CENTENNIAL	СО	80122
HIGH PLAIN WATER USERS ASSOC.	13955 QUEBEC	BRIGHTON	CO	80602
HI-LAND ACRES WATER & SANITATION DISTRICT	10086 E 159TH AVE	BRIGHTON	CO	80601
HIMALAYA WATE AND SANT. DIST	1700 LINCOLN ST, STE 3800	DENVER	CO	80203
HOPE DITCH COMPANY	16569 FILLMORE ST	BRIGHTON	CO	80602
HORSE CREEK METROPOLITAN DISTRICT	12000 N WASHINGTON ST #100	THORNTON	СО	80241
INDUSTRIAL PARK	6625 E 49TH AVE	COMMERCE CITY	СО	80022
MILE HIGH WATER CO	PO BOX 434	BROOMFIELD	CO	80038
MORGAN COUNTY QUALITY WATER DIST	PO BOX 1218	FT. MORGAN	CO	80701
MOUNTAIN VIEW	3680 E 168TH AVE	BRIGHTON	CO	80601
NORTH GATE	6856 FEDERAL BLVD.	DENVER	СО	80221
NORTH KIOWA BIJOU GROUNDWATER	PO BOX 597	FT. MORGAN	CO	80701
NORTH LINCOLN WATER AND SAN.	1576 SHERMAN STREET, STE 100	DENVER	СО	80203
NORTH WASHINGTON WATER USER	PO BOX 508	EASTLAKE	СО	80614

Organization	Address	City	State		
				-0508	
NORTHERN METROPOLITAN DISTRICT	390 UNION BLVD, STE 400	DENVER	СО	80228	
	141 UNION BOULEVARD,			1	
PRAIRIE CENTER METRO NO. #1	STE 150	LAKEWOOD	CO	80228	
RIVERDALE DUNES METRO DIST. #1	141 UNION BLVD.	LAKEWOOD	СО	80228 -1814	
RIVERDALE PEAKS METRO DISTRICT	9145 E KENYON AVE #200	DENVER	CO	80237	
SAND CREEK METROPOLITAN DISTRICT	270 ST PAUL ST, STE 300	DENVER	CO	80206	
	1641 CALIFORNIA ST, STE	DERVER	0	00200	
SECOND CREEK RANCH METRO DIST	300	DENVER	CO	80202	
SHAW HEIGHTS WATER DISTRICT	8870 HUNTER WAY	WESTMINSTER	СО	80031	
THE TOD GROUP	1431 EUTERPE STREET	NEW ORLEANS	LA	70130	
TODD CREEK METRO DISTRICT #2	141 UNION BLVD	LAKEWOOD	CO	80228	
TOWER METROPOLITAN DISTRICT	1700 LINCOLN ST, STE 3800	DENVER	CO	80203	
TOWN OF BENNETT - WATER AND SAN. DEPT.	355 4TH ST.	BENNETT	CO	80102	
	2154 E COMMONS AVE, STE				
TRANSPORT METROPOLITAN DISTRICT NO. 1	2000	CENTENNIAL	CO	80122	
	8301 E PRENTICE AVE, STE	GREENWOOD			
UNITED WATER AND SANITATION - PRESIDENT	120	VILLAGE	CO	80111	
		COMMERCE			
WATER AND SANITARY DISTRICT	6595 E 70TH AVENUE	CITY	CO	80022	
	7400 E ORCHARD RD, STE	GREENWOOD			
WRIGHT FARMS METRO DISTRICT	3300	VILLAGE	CO	80111	
ADAMS ARAPAHOE SCHOOL DISTRICT 28J	15701 E 1ST AVE STE 206	AURORA	CO	80011	
		COMMERCE			
ADAMS COUNTY SCHOOL DISTRICT 14	5291 E. 60TH AVENUE	CITY	CO	80022	
ADAMS COUNTY SCHOOL DISTRICT NO 1 AKA MAPLETON					
PUBLIC SCHOOLS	591 E 80TH AVE	DENVER	CO	80229	
BENNETT SCHOOL DISTRICT 29J	615 7TH ST.	BENNETT	CO	80102	
BRIGHTON SCHOOL DISTRICT 27J	18551 E. 160TH AVE.	BRIGHTON	CO	80601	
BYERS SCHOOL DISTRICT 32J	444 E FRONT ST	BYERS	CO	80103	

Organization	Address	City	State	ZIP
DEER TRAIL SCHOOL DISTRICT 26J	P.O. BOX 129	DEER TRAIL	CO	80105
MAPLETON SCHOOL DISTRICT #1	591 E. 80TH AVE	DENVER	CO	80229
STRASBURG SCHOOL DISTRICT 31J	56729 E COLORADO AVE	STRASBURG	CO	80136
WESTMINSTER SCHOOL DISTRICT #50	7002 RALEIGH STREET	WESTMINSTER	CO	80030
ADAMS COUNTY HOUSING AUTHORITY	4430 S ADAMS COUNTY PKWY, STE 5000A	BRIGHTON	СО	80601
BRIGHTON HOUSING AUTHORITY	22 S 4TH AVE, STE 202	BRIGHTON	CO	80601
AURORA HOUSING AUTHORITY	2280 S XANADU WAY	AURORA	CO	80014
COMMERCE CITY HOUSING AUTHORITY	7887 E 60TH AVE	COMMERCE CITY	СО	80022
ACCESS HOUSING	6978 COLORADO BLVD	COMMERCE CITY	СО	80022

Organization	Email Address
9 TO 5	ANDREA@9TO5.ORG
ACHACO	DRIGGS@ACHACO.COM
ACHACO	EJIMENEZ@ACHACO.COM
ACHACO	EBUSTOS@ACHACO.COM
ACHACO	SVOGL@ACHACO.COM
ADAMS COUNTY	CSTONE@ADCOGOV.ORG
ADAMS COUNTY	HCOVEY@ADCOGOV.ORG
ADAMS COUNTY	FLFERGUSON@ADCOGOV.ORG
ADAMS COUNTY	JGNELSON@ADCOGOV.ORG
ADAMS COUNTY	MKSORENSON@ADCOGOV.ORG
ADAMS COUNTY	TGOURD@ADCOGOV.ORG
ADAMS COUNTY EDUCATION	TALLEN@ADAMCOUNTYED.COM
ADAMS COUNTY HOUSING AUTHORITY	PLIFARI@ACHACO.COM
ALMOST HOME ONLINE	TERRY@ALMOSTHOMEONLINE.ORG
ARCHDIOCESAN HOUSING	KSTRUBLE@ARCHHOUSING.COM

Organization	Email Address
AURORA HOUSING AUTHORITY	MSTIRDIVANT@AURORAHOUSING.ORG
BOULDER HOUSING PARTNERS+E41	MARTENSB@BOULDERHOUSING.ORG
BRIGHTON HOUSING AUTHORITY	JESPINOSA@BRIGHTONHOUSING.ORG
BRIGHTON HOUSING AUTHORITY	SVOGEL@ACHACO.COM
BRIGHTON HOUSING AUTHORITY	ADALL@BRIGHTONHOUSING.ORG
BROTHERS REDEVELOPMENT	JASONM@BROTHERSREDEVELOPMENT.ORG
BROTHERS REDEVELOPMENT	YVONNE@BROTHERSREDEVELOPMENT.ORG
CFHA	DMCMAHON@CHFAINFO.COM
CHFA	BMILLER@CHFAINFO.COM
CITY OF ARVADA	ED-T@ARVADA.ORG
CITY OF AURORA	CDAVIS@AURORAGOV.ORG
CITY OF BRIGHTON	KARMSTRONG@BRIGHTONCO.GOV
CITY OF NORTHGLENN	BSVOBODA@NORTHGLENN.ORG
CITY OF THORNTON	LANE.SMYTH@CITYOFTHORNTON.NET
CITY OF THORNTON	NICOLE.JEFFERS@CITYOFTHORNTON.NET
CITY OF WESTMINSTER	JGRAFTON@CITYOFWESTMINSTER.US
CITY OF WESTMINSTER	HRUDDY@CITYOFWESTMINSTER.US
CITY OF WESTMINSTER	JLHALL@CITYOFWESTMINSTER.US
CITY OF WESTMINSTER	KSKARBEK@CITYOFWESTMINSTER.US
CITY OF WESTMINSTER	ERIN@COMMUNITY ENTERPRISE.NET
COMMUNITY ENTERPRISE	ROBIN@CRHDC.ORG
CRHDC	YVETTE@CRHDC.ORG
CRHDC	GUADALUPE@CULTIVANDO.ORG
CULTIVANDO	REYNA@CULTIVANDO.ORG
DOH	WAYNE.MCCLARY@STATE.CO.US
DOH	SARAH.BLANCHARD@STATE.CO.US
DRCOG	BCALVERT@DRCOG.ORG

Organization	Email Address
ENTERPRISE COMMUNITY PARTNERS	BWEINIG@ENTERPRISECOMMUNITY.ORG
FRESC	SMOORE@FRESC.ORG
GROWING HOME	TEVA@GROWINGHOME.ORG
HOUSING COLORADO	SARA@HOUSINGCOLORADO.ORG
JONATHAN ROSE COMPANIES	RACHELLE@ROSECOMPANIES.COM
MEDICI CONSULTING GROUP	TROY@MCGDENVER.COM
MERCY HOUSING COLORADO	SWEST@MERCYHOUSING.ORG
MILE HIGH CONNECTS	DWEST@DENVERFOUNDATION.ORG
MILE HIGH CONNECTS	PALDRETTI@DENVERFOUNDATION.ORG
PITON FOUNDATION	JNEWCOMER@GARYCOMMUNITY.ORG
RTD	BILL.SIROIS@RTD-DENVER.COM
TOWN OF BENNETT	TSTILES@BENNETT.CO.US
TOWN OF BENNETT	RSUMMERS@BENNETT.CO.US
TOWN OF FEDERAL HEIGHTS	TWILLIAMS@FEDHEIGHTS.ORG
UNFOLDING DIRECTIONS	KIPPI@UNFOLDINGDIRECTIONS.COM
URBAN LAND CONSERVANCY	ADMIN@URBANLANDC.ORG
URBAN LAND CONSERVANCY	ADMIN@URBANLANDC.ORG
URBAN LAND CONSERVANCY	ADMIN@URBANLANDC.ORG
VOLUNTEERS OF AMERICA	TDIXON@VOACOLORADO.ORG
MEN DEVELOPMENT	NEALMENDEL@COMCAST.NET
LAURA CLARK	LAURA@SBCLARKINC.COM
SCENIC COLORADO	BARRETTLARRY@COMCAST.NET
DELWEST	CFITCHETT@ICLOUD.COM
ALTA DEVELOPER	KCRANGLE@GORMANUSA.COM
REGIS UNIVERSITY	SSCHERER@REGIS.EDU
CITY/COUNTY OF DENVER	RICK.PADILLA@DENVERGOV.ORG
CITY/COUNTY OF DENVER	LAURA.BRUDZYNSKI@DENVERGOV.ORG

The Denver Post, LLC

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City and County of Denver State of Colorado

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 The notice that is attached hereto is a true copy, published in The Denver Post on the following date(s):

Signature

Subscribed a day ofJu	and sworn to before me this <u>8</u> ne, 2018
m	as line (hours
-1	Notary Public
	MARLENE OROZCO
Γ	MARLENE OUBLIC NOTARY PUBLIC STATE OF COLORADO NOTARY 10 20024004414 MY COMMISSION EXPIRES 2/10/2019

(SEAL)

REVISED NOTICE OF PUBLIC HEARING FOR COMPREHENSIVE PLAN AMENDMENT

NOTICE IS HEREBY GIVEN, that an application has been filed by Adams County, Case #PLN2018-00011, requesting: Comprehensive Plan Amendment to include the 2018 Balanced Housing Plan.

APPROXIMATE LOCATION: Countywide

NOTICE IS FURTHER GIVEN, that this application will be heard by the Adams County Planning Commission on the 28th day of June, 2018, at the hour of 6 pm in the Hearing Room of the Government Center, 4430 S Adams County Pkwy, Brighton, CO 80601, where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

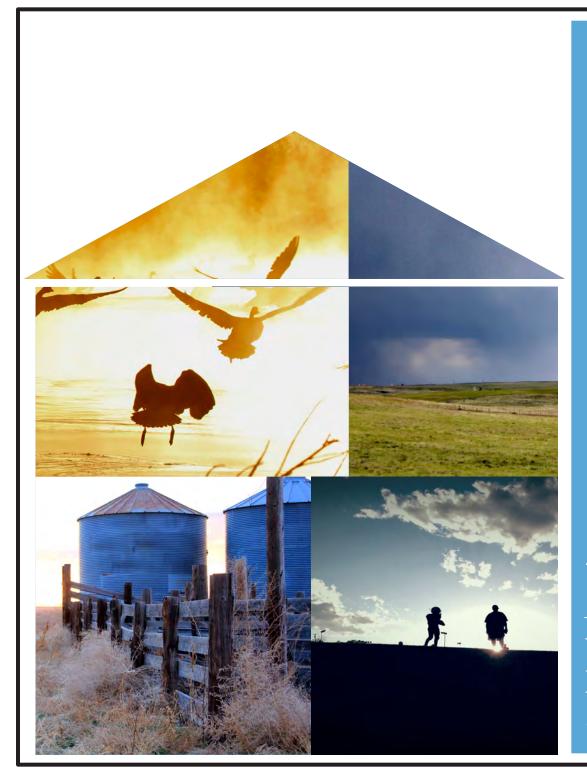
NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Government Center, 4430 S Adams County Pkwy, Brighton, CO 80601, on the 10th day of July, 2018, at the hour of 9:30 am, to consider the above request where and when any person may appear and be heard.

For more information, please go to <u>www.adcogov.org/BHP</u> or contact Jennifer Woods at (720) 523-6896 or <u>JWoods@adcogov.org</u>.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS STAN MARTIN, CLERK AND RECORDER OF THE BOARD

TO BE PUBLISHED IN THE JUNE 8, 2018 ISSUE OF THE DENVER POST

Please reply to this message by email to confirm receipt at <u>JWoods@adcogov.org</u> or call 720-523-6896.



2018 Adams County Balanced Housing Plan

Acknowledgments

Contributors

Adams County Commissioners

District 1, Commissioner Eva J. Henry, Chair

District 2, Commissioner Charles "Chaz" Tedesco

District 3, Commissioner Erik Hansen

District 4, Commissioner Steve O'Dorisio

District 5, Commissioner Mary Hodge

We would like to thank the many contributors who provided Adams County with valuable input.

- 9to5 Colorado
- Access Housing
- Adams County Housing Authority
- Brighton Housing Authority
- City of Aurora
- City of Commerce City
- City and County of Denver
- City of Northglenn
- City of Thornton

- City of Westminster
- Colorado Housing and Finance Authority
- Community Resources and Housing Development Corporation
- Growing Home
- Mile High Connects
- Town of Bennett
- City of Federal Heights
- Unfolding Directions

This report was commissioned by the Adams County Community Development and Economic Department, and was partially funded by the U.S. Department of Housing and Urban Development.

Foreword

Balanced Housing is achieved by a community's ability to provide a variety of housing choices that reflect an individual's financial and lifestyle needs. By recognizing that housing needs are shaped by access to jobs, education, and amenities, Adams County developed the County's Balanced Housing Plan (BHP). The BHP is designed as a guide for the County as it strives to provide its residents with housing opportunities that meet their needs and achieving a greater quality of life.



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Vision Statement

"A *balance of housing* for all types of families and people, at all stages of life and income levels."



I. Introduction



Introduction

Over the last decade Adams County has experienced a wide range of economic and demographic transitions. These transitions have led to a county that can pride itself on becoming a desirable destination for those looking to live in a community that is inclusive and that provides lifestyle opportunities that fail to exist in other areas in the seven county Denver Metro region (Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson). The County's current housing climate and geographic location have contributed to the County's growing population – fifth largest and second fastest in the region. In addition, a diversity of land uses from dense cities to suburbs and open range-land, gives the County a unique identity aiding in its growth. The resulting pressures of this growth

and housing stock demands have pushed housing prices to a point where many residents struggle to either find attainable housing or maintain their housing.

Adams County has recognized the need to address these housing challenges, and has set the stage for working towards providing housing opportunities for all individuals at all income levels and stages of life. In a proactive effort to create solutions to the County's housing challenges, the County commissioned a Housing Needs Assessment (HNA). The HNA created a thorough economic and demographic description of the County, including its strengths and challenges as they relate to housing. The HNA identified findings that were then presented to various stakeholders who provided valuable input and possible solutions. This input also helped build the framework for developing the County's Balanced Housing Plan (BHP). The BHP's purpose is to take the information collected from the HNA and stakeholder input, and present defined goals and outcomes through a multifaceted and collaborative approach. This plan is truly a balanced housing plan as it seeks to build a platform that allows all areas of the County to achieve housing of all types, and meets the needs of the County's diverse and growing population.

2016	2017	March 9: Stakeholder Event July 24: 1st Staff Workshop Aug 25: 2nd Staff Workshop 2018		
Aug - Oct	Nov - Jan	Feb - Aug	Sept - Nov	Dec - Mar *
Kickoff and Data Collection	Stakeholder Interviews & Focus Groups	Plan Development	Drafting Plan	Draft Presented to BOCC Public Comment Period Begins
HNA Process			BHP Process	

Balanced Housing Plan Process Timeline

Figure 1.1: HNA and BHP Process Timeline

*45 day public comment period from March 1, 2018 to April 16, 2018. Plan ratification proposed for July 2018.

II. Housing Needs Assessment

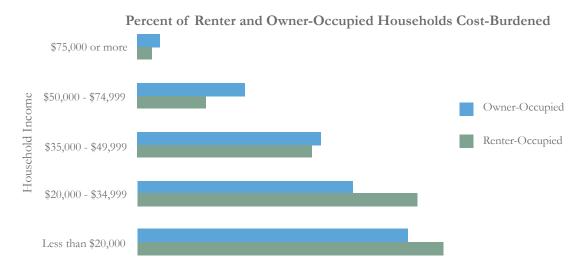


Housing Needs Assessment

In June 2016, Adams County began a Housing Needs Assessment (HNA) - a systematic analysis of the Metro Denver Region's and County's housing needs. The final HNA provided an overview of historical housing patterns in the County, and a complete assessment of the County's demographics, economics and impacting market forces. The HNA concluded with four findings described in more detail below and on the following pages.

Housing is Less Affordable

In Adams County, housing costs are outpacing income growth. Since 2000 home values have risen 32.7% and median gross rent has risen 47.4%, but median household income has only risen 24.6%. As a result, the number of households that are cost-burdened has increased: homeowners - 29%; up 9.4% since 2000 (with a mortgage - 33%, without a mortgage - 14.4%) and renters (52%; up 35.5% since 2000) (*see Figure 2.1*). When families are severely cost-burdened, there is greater difficulty in affording other necessities, and they may begin to rely more heavily on public services.



0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Figure 2.1: Cost-Burden for HH's and Renters

Source: Community Survey 5-Year Estimate, HUD

Cost-Burdened:

Families who pay more than 30 percent of their income for housing are considered cost-burdened and may have difficulty affording necessities such as food, clothing, transportation, and medical care.

Severe Cost-Burdened:

Homeowners and renters who pay more than 50 percent of income on housing.



The Affordability Gap is increasing in Adams County. In 2006, the median sales price of a home in the county was \$175,000, but a household earning 100% of the median household income (MHI) could only afford a home for \$151,725 – a gap of \$23,275. By 2015, the affordability gap had increased by more than 200% to \$72,352 for these same households. Households earning 80% of the median household have a much larger gap due to decreased disposable income, but that gap is not increasing as quickly as the gap for 100% MHI households. In 2006, the affordability gap was \$53,620 and the gap had doubled by 2015 to \$107,719 (*see Figure 2.2*). County residents should have housing options compatible with their income levels and availability of a diverse housing stock.

Affordability Gap:

The difference between the median sales price in the county and what is affordable to residents at different income levels.

Median Household Income (MHI):

A median household income refers to the income level earned by a given household where half of the homes in the area earn more and half earn less. Median Sale Price (MSP):

Affordability Gap for Adams County Households at 80% and 100% MHI

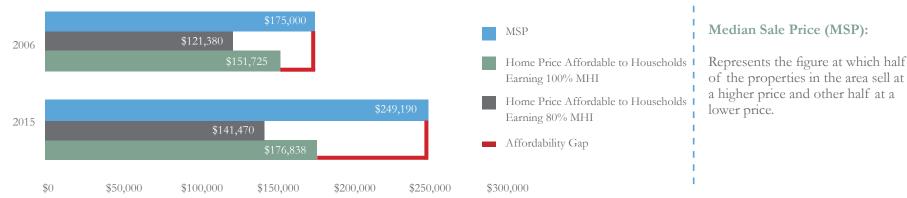


Figure 2.2: Adams County Gap Between Median Household Income and Home Purchase Price Source: U.S. Census Decennial Census, 2011-2015 American Community Survey 5-Year Estimates

Housing Supply is Not Meeting Demand

According to the HNA, roughly 16% of all households in the County have incomes affordably matched with homes valued between \$300,000 to \$500,000. However, there are only 15,120 homes valued in this range, suggesting a 35% increase in these types of homes is necessary to meet the need. In addition, there is a growing population (18.4%) of new families and young professionals in Adams County preferring "missing middle" type units - condos, townhomes, duplexes, small multi-family dwellings, etc (*see Figure 2.3*). Currently, the missing middle housing accounts for 15.6% of the County's housing stock. However, single-family homes accounted for 86.4% of new construction since 2004. Providing missing middle housing presents an opportunity to increase housing options for a variety of income levels.

Missing Middle:

The "missing middle" housing problem is defined in the HNA as a lack of housing units of medium density. Middle housing includes housing types that fall between 1-unit homes and large apartment complexes (20+ or more units). Typically, these middle housing options include accessory dwelling units (ADUs), duplexes, triplexes and fourplexes, courtyard apartments, bungalow courts, townhomes and multiplex and live/work units. Additionally, the "missing middle" includes those households making 80-120% Area Median Income (AMI).

Accessory Dwelling Unit

(ADU) aka "granny flat" or

"carriage house":

Mid-Rise

A dwelling unit located on the same parcel as the main residential unit that can either be attached or detached from the main residence.

> They are commonly used for gaining additional income through rent or for housing a family member.

Figure 2.3: Missing Middle Housing *Adopted from missingmiddlehousing.com



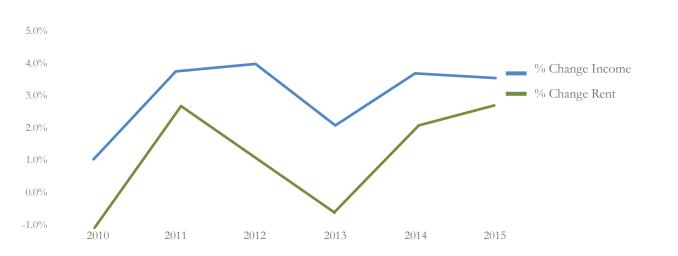


Growth Rate

Adams County is home to nearly 500,000 residents and an estimated 170,000 households. According to the State's Demography Office, the County is the second fastest growing in the Denver Metro region (up 42% since 2000), and projects the population will grow to nearly 900,000 residents by 2050 or roughly 160,000 new households. Much of this growth is in the County's cities, i.e. Thornton, Aurora, and Commerce City etc. However, with this growth comes demand for housing across different income levels. Income in Adams County is not keeping up with rents which puts a demand on higher paying jobs (*see Figure* 2.4)

Population Forecast:

A calculation of how many people will be living in a country, county, or city at some point in the future.



Rent and Income Percentage Change in Adams County Between 2010-2015

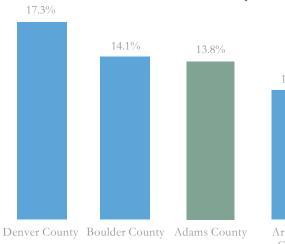
Figure 2.4.: Percent Change in Median Rent and Income in Adams County Source: Community Survey 5-Year Estimate, HUD

Lagging Economic and Demographic Indicators

Compared to other counties in the Denver Metro region, Adams County had the second lowest median home income (\$66,033) or 10% below the regional average. Denver had the lowest (\$61,105) and Douglas County had the highest (\$109,292), with all remaining counties being over \$70,000. While Adams County still has the lowest housing prices, it also has the lowest educational attainment and highest unemployment rate at 2.4% as of September 2017. However, this has significantly decreased from 9.7% in September 2010, and is only .1% more than the state's unemployment rate of 2.3% during the same time period. While the County's poverty rate did increase from 8.9% to 11.7% from 2000-2016, most of this increase occurred from 2000 – 2009 (8.9% to 13.1%) with only a 1.4% decrease from 2013 to 2016. While its poverty rate is the third highest in the Denver Metro region, Boulder and Denver counties saw higher rates at 14.1% and 17.3%, respectively (*see Figure 2.5*). Additionally, the poverty rate varied greatly for family types and age groups. Female-headed households with children and no husband had the highest rate at 31.0%, and persons under the age of 18 years had the highest rate (15.7%) with persons 65 and over had the lowest (10.0%).

Poverty Rate:

The poverty rate is the ratio of the number of people (in a given age group) whose income falls below the poverty line; taken as half the median household income of the total population.



Poverty Rate by County

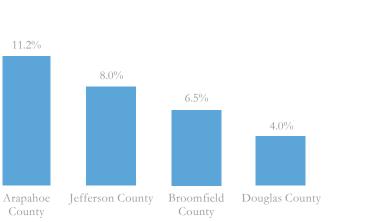


Figure 2.5: Poverty Rate by County, 2015 Source: Community Survey 5-Year Estimate, HUD

III. Stakeholder Input





The County provided several opportunities for stakeholders to participate in shaping community informed solutions. Input from developers, realtors, builders, housing authorities, non-profits, city representatives and other stakeholders allowed the county to go beyond the data analysis and trends identified in the HNA and understand the complexities of the existing housing environment in the County. Stakeholder participation included three focus groups, a series of interviews, and a county-wide stakeholder engagement event.

Numerous individual interviews were conducted with representatives from County cities and housing stakeholders. The lack of housing units of all types was mentioned multiple times, as was the lack of affordable housing stock. Another common concern was statewide legislation (the Tax Payers Bill of Rights and the Construction Defect Law) being impediments for builders to produce affordable and middle housing type options, along with high construction costs and a shortage of skilled laborers. Lastly, there was a consensus that the County needs to provide incentives for affordable housing, and provide assistance to atrisk populations (e.g. renters, undocumented residents, limited English proficiency, etc.) regarding housing issues, renters' rights, housing vouchers, and other complex issues.

* Construction Defect Law: In May 2017, a reform bill was signed into law making it more difficult for HOA's to sue developers over defects. Time will tell whether this will spur more condominium developments. On March 9, 2017, the HNA findings were presented at an all-day workshop with community leaders and housing stakeholders. Three separate break-out groups were moderated focusing on specific topics as they related to housing in the County: Legislative and Regulatory, Economic, and Transportation. Each group developed important initiatives, which were categorized into six themes.



TABOR:

Taxpayer's Bill of Rights, a constitutional measure limiting the annual growth in State revenues or local revenues. For more information on TABOR see www.cbpp.org

Colorado Construction Defect Law:

A State statute that sets forth procedures for bringing construction defect claims against a "construction professional." Developers view the laws as freezing the building of condominiums in areas of the State that need housing.

At-Risk Populations:

A specific group or subgroup that is more likely to be exposed, or is more sensitive to a certain economic or environmental change than the general population.

Stakeholder Matrix

Stakeholder Input	Date	Feedback
Attainable Housing	September 28, 2016	Lack of available affordable housing Inadequate construction of new units Over 1,000 families moving into the region a month Demand for housing increasing costs Pushing people into suburbs to find affordable housing Owning a car as a necessity/lack of adequate public transportation options. Construction Defect Law Lack of housing stock diversity
Developers/Builders	November 15, 2016	Overall sense of optimism/potential of the County "Land of Opportunity" Close proximity to downtown Denver/DIA Political climate has changed for the better Staff helpful/pro-business/accepting of many concepts Unification of water and sanitation districts with policies to improve predictability and consistency Improve perception of low-performing public schools Acknowledged that County has limited control over districts and schools; liaison suggested
Realtors	November 2016	Emphasized need for all housing types (especially "missing middle" or near \$300,000) County's primary strength is availability of land Housing costs are relatively less than other areas Perception of low performing and crowded schools Recommended transparency around property taxes and amenities Investing in schools/infrastructure to increase "sense of place"
Interviews	November/ December 2016	Emphasized lack of housing units of all types Lack of affordable housing in available housing stock Statewide legislation impediments to builders (TABOR and Construction Defect Law) for builders to produce affordable/middle housing type options High construction costs/shortage of skilled laborers Provide incentives for affordable housing Provide assistance to at-risk populations regarding housing issues, renters rights, housing vouchers, etc.
BHP Engagement Event	March 9, 2017	Lack of funding for affordable Housing and risk of federal funding levels Development costs too high and no available incentives Cities and counties working independently Housing getting older and deteriorating No sense of place; No clear marketing Legislative/Legal Barriers

Key Themes

Lack of Funding for Affordable Housing & Risk of Federal Funding Levels

Legislative/Legal Barriers

Cities & Counties Working Independently

Housing Getting Older & Deteriorating

Development Costs too High & No Available Incentives

No Sense of Place; No Clear Marketing

IV. Goals & Policies





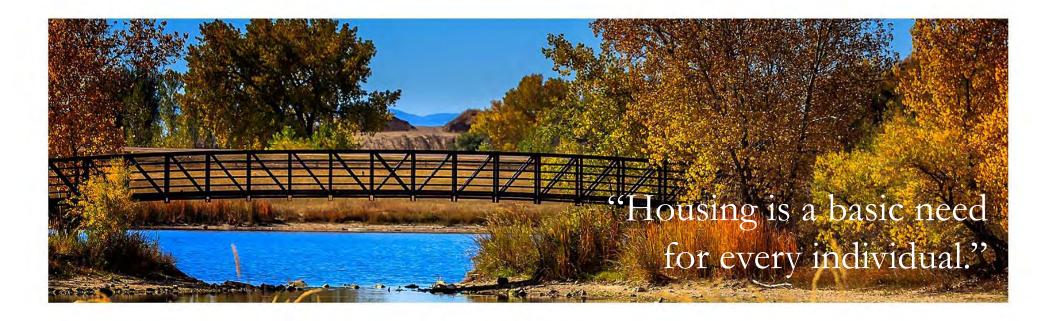
The following goals further speak to the many barriers in achieving balanced housing across a county with a diverse population and housing needs. These goals were formulated to provide the County guidance in creating sustainable options and opportunities for housing, jobs, and basic amenities for all segments of the population.



Thoughtful housing policies should provide support for initiatives that fosters housing stock that includes smaller, more densely developed units in appropriate areas near high capacity transit, job centers, schools, and other amenities. The following policies were developed as a step towards recognizing the County's diverse housing needs.

- 1. Improve and support housing opportunities for all residents in Adams County
- 2. Foster an environment that promotes "balanced housing"
- 3. Encourage connection and access between schools and housing and align incomes with housing costs
- 4. Promote the preservation of the County's current housing stock
- 5. Integrate development practices that increase diversity in housing options

V. Recommendations





Local Housing Trust Fund (HTF)

A local HTF acts as an additional source of funds for the development of affordable housing. This flexible funding allows local governments or agencies greater control in creating housing to specifically address a community's housing needs.

Action: Create a local HTF to act as an additional funding source for housing built for households between 0-80% AMI.

Federal Grants (HUD) and Tax Credits

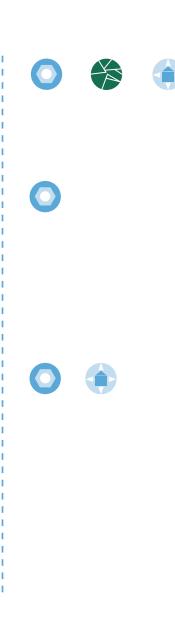
The County receives federal CDBG and HOME funds on an annual basis. These funds support projects that range from new construction and rehab of multi-family buildings, to minor home repairs and public infrastructure improvements. Tax credits, federal and local grants/loans currently exist as the main funding resources to support the creation of affordable housing.

Action: The County will continue to administer current federal funds as gap financing and work with local, State, and Federal funding agencies to diversify the County's portfolio through the combination of new and existing funding sources.

Partnerships and Leveraging Resources

Partnerships encourage and motivate developers to seize upon new opportunities, increasing the ability to leverage additional funds and acquire local support.

Action: The County will pursue grants that aid in providing funds for infrastructure improvements, site preparation, and service creation.



HOME Investment Partnership (HOME):

A HUD grant to states and units of general local government to implement local housing strategies designed to increase homeownership and affordable housing opportunities for low and very low-income Americans.

Community Development Block Grant (CDBG):

A HUD program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously ran programs at HUD. The CDBG program provides annual grants on a formula basis to local governments and States.

Low-income Housing Tax Credit (LIHTC):

LIHTC is a tax incentive for individuals or companies to invest in affordable housing development. LIHTC is the most important resource for creating affordable housing in the United States today and is administered by a state's local financing authority.

Balance Supply with Demand

Infill Development

Infill development occurs on vacant or under-utilized parcels and helps to increase density in areas already established, stimulating the creation of diverse housing types.

Action: County will identify and use infill development as a development method that uses existing hard and soft infrastructure investments in established communities.

Development Incentives

Development incentives may be direct (financial) or indirect (process efficiencies) to make a project more viable.

Action: The County will also look at process improvements and coordination with utilities to improve timelines for projects.

Diversity of Housing Stock

Diversity of housing stock accommodates a variety of housing needs: type, size, and location. It creates a balance between traditional single-family homes and apartment complexes with missing middle type housing. Additionally, the HNA identified at-risk and severly cost burdened populations where middle income housing needs are higher. More affordable housing is needed to ensure the diversity of stock is available for middle income households (80-120% AMI).

Action: Explore development opportunities to add to the "missing middle" housing stock. Accessory Dwelling Units (ADUs) are a housing type that can increase density, allow for aging in place and multi-generational households while utilizing existing infrastructure.

Development Incentives:

Incentives that communities can offer to developers to help offset the costs of a development project.

Density:

Refers to the number of people residing in a defined area of land. Ranges from low to high (for example, from single-family to multi-family).

"Missing Middle" Housing:

Middle housing is housing types that fall between 1-unit homes and large apartment complexes *(see pg 11)*.

Maintain Housing Stock

Minor Home Repair Program (MHR)

The County administers a MHR program funded with CDBG funds. The program focuses on essential repairs that improve the health and safety of a home. Applicants must own their home and meet the HUD income requirements imposed by HUD. This program helps maintain homeownership, especially those "aging in place" who are living on fixed incomes.

Action: Continue to administer the County's MHR program and partner with additional organizations that provide help with utility expenses and administer energy efficiency programs.

Rental Inspection Program

Rental inspection programs focus on the health and safety of rental units.. Rental inspection programs are used as a tool to maintain current rental housing stock.

Action: Encourage cities to create a rental inspection program in order to maintain rental housing supply for the long-term.

Recapture of Housing with Expiring Affordability Periods

Housing developed with HOME funds has a required affordability period. At the end of that period, there is a risk that the housing will convert to market-rate unless further action is taken.

Action: The County will work with CHFA and other housing agencies to track housing stock at risk of being lost to market-rate and help leverage resources to maintain affordability.

Period of Affordability:

The period of time a project must be kept affordable and comply with the project's imposed rent and occupancy requirements. Depending on funding sources, affordable housing projects may be subject to multiple affordability periods. They can also vary in length, from 10 years to 99 years.

Decrease Affordability Gap

Attracting High Paying Jobs

Attraction of high paying jobs increases individual wealth, decreasing the gap between housing prices and income to reduce the number of households that are severely cost burdened.

Action: Expand opportunites to attract knowledge-based industries by marketing the County's assets, location, land opportunities, and proximity to DIA and downtown Denver in order to attract high paying employers.

Increasing Education/Job Training Opportunities

Promote housing located in areas adjacent to transportation nodes and other services to increase access to locations that provide education and job training opportunities.

Action: Encourage development convenient to schools and public transportation nodes. Provide housing options for individuals attending colleges and higher education facilities in the County. Expanding access and encourage growth of educational opportunities.



Knowledge-Based Economy:

A form of modern economy that generates significant shares of its output through knowledge and innovation. New knowledge is gained by the improvement of access to various knowledge bases and constitutes the main resource of greater efficiency, novelty, and competitiveness.

Predictability in Development Process

Water & Sanitation Districts

Currently there are over three dozen water and sanitation districts in the County, including those in metro districts. This can create uncertainty and confusion in the development process. Especially if there is more than one water and sanitation district involved in a project. Stakeholders identified the fractured relationships between water and sanitation district as the number one impediment to development.

Action: Coordinate with water/sanitation districts to provide predictability in agency expectations. Also, promote opportunities for districts to educate developers on district processes to enhance efficiency.

Streamline Application Process

The County encourages a clear application process that provides developers guidance as they navigate through the approval process. It also reduces costs to a project, increasing project feasibility.

Action: Design development application processes that are clear and understandable, providing developers guidance and technical assistance. Share resources and lessons learned through the County's process improvement efforts.

Increase Coordination

Coordination allows the ability for all parties to anticipate any barriers or potential issues as a result of a housing development, therefore reducing the project's time to market.

Action: The County will design processes that are transparent when working with partner agencies and municipalities. The County will also increase coordination by facilitating relationships between agencies and organizations.

Water & Sanitation Metro Districts:

Adams County currently has over three dozen water and sanitation districts, including those in specific metro districts. Each provides vital utility services to developments. Please visit www.adcogov.org/ water-and-sanitation-districts for a contact information and location map.

IV. Implementation



Implementation

The following matrices were developed as a platform by which each recommendation is tied to the County's balanced housing goals. The matrices also include ways for measuring outcomes, providing a method to evaluate the County's successes. The following recommedations are intended to guide the implementation of the BHP after adoption.



Diagram 5.1 demonstrates the evaluation process, from how the goals support the recommendations to how actions can produce measurable outcomes.

Implementation Matrix

Recommendations	Actions	Timing	Cost	Partners	Metrics	Performance Measures
Expand Resources	Create a Housing Trust Fund	Short-term	High	CED	 Funds committed & expended annually Number of units added How much funding has been utilized Partnerships created 	 Track funding committed and expended for affordable housing projects Track the number of units created from the HTF Track the amount of funding leveraged to fill gaps Pass resolution to partner with CHFA, Energy CO, Community Enterprise and other non-profits to support affordable housing projects Monitor annual and quarterly reports to HUD Pass formal commitment to work with partners Evaluate number of partnerships both private and public
	Utilize & leverage existing funding	Ongoing	Medium	HUD, Housing Authority, non-profits		
	Create partnerships to leverage resources	Short-term	High	CHFA, Energy CO, Community Enterprise, other housing non-profits		
Balance Supply with Demand	Incentivize Infill development	Ongoing	Low	CED	1) 0	 Monitor effectiveness of incentives Complete code amendments based on barriers
	Create development incentives by creating flexible land use regulations	Mid-term	Medium	CED		identified
	Explore "missing middle" development opportunities (i.e. ADUs)	Mid-term	Low	CED, developers		
Maintain Housing Stock	Continue to administer the minor home repair program & partner with additional organizations	Short-term	High	Utility Companies, other organizations that help with utility and energy efficiency programs	through the program • Mo	 Track the use of the program Monitor local support Net zero loss of affordable housing
	Work with cities to create a rental inspection program	Ongoing	Low	Municipalities, CED		
	Monitor expiring affordable housing stock	Short-term	High	CHFA		

Recommendations	Actions	Timing	Cost	Partners	Metrics	Performance Measures
Decrease Affordability Gap	Attract high paying jobs through marketing the County's assets and location	Ongoing	Medium	Chamber of Com- merce, Economic Development organizations, Work- force Development organizations, CED	 Number of jobs created, specifically in the high tech sector, from both new development and expanding, existing businesses Changes in Median Income Number of high tech developments constructed Partnerships created Distance from affordable housing to transit and schools Housing units added within the "Last Mile" from schools and transit School enrollment Number of collaboration meetings held between the County and districts Duration to permit issuance Number Issues by type (transportation, utility, parks, etc.) identified in the permit process 	 Track number of high paying tech jobs added Implement a successful marketing strategy Identify gaps in the "Last Mile" to increase access to transit and schools for existing affordable housing Track the enrollment of higher education institu-
	Increase Education & Job Opportunities	Ongoing	High	Higher Education institutions, Workforce Development organizations, AdCo Human Services		tions & trade schools
Predictability in Development Process	Coordinate with wa- ter/sanitation districts to improve predict- ability	Mid-term	Low	Water & Sanitation Districts, CED		 Reduce constraints for affordable housing developments Survey customers for satisfaction with process Track permitting timelines to inform process
	Streamline applica- tion processes	Short-term	High	CED		improvements
	Increase coordination	Ongoing	Medium	County Departments, Utility agencies, School Districts, Transportation agencies		

Appendix



Summary of Supporting Plans

Prior to the development of the 2017 HNA and BHP, the County has undertaken many planning efforts, plans, studies, and policies in response to community needs. The County recognizes the value in utilizing previous public and stakeholder input in all new planning processes. While targeted community input and updates to reflect changing conditions are imperative for all new planning processes, the BHP was able to reflect, and most importantly respect, the body of public input collected over recent years. The community input reflected in the BHP's vision and goals comes from several existing county-wide plans including the 2009 Balanced Housing Plan, the 2012 Imagine Adams County Comprehensive Plan, the Board of County Commissioners Strategic Plan, the 2016 Adams County Quality of Life Survey, and the 2016 Making Connections in Southwest Adams County Planning and Implementation Plan (which itself summarizes and prioritizes policies and projects from 85 previous plans throughout the county developed over the past twenty years). These plans and studies provided guidance, goals, priorities, data analysis, public input, and policies that the county has previously adopted to meet the needs and desires of the public, and were used alongside new inputs to formulate the Plan's vision and goals. Municipalities within Adams County also have housing plans and policies that will contribute to the implementation of the BHP.

Adams County Plans and Related Goals

	Goal 1:	Goal 2:	Goal 3:
Supporting Plan	Utilize New and Existing Tools	Reduce Constraints to Development	Expand Opportunities
Adams County Board of Commissioners Strategic Planning Document, FY2014 through FY2016	"A high performing government knows and delivers what its citizens want, is customer centric, has an innovative culture, and uses the best technology. We consider the sustainability of our services and ser- vice delivery in all areas of government operations."	"Our neighborhoods will be clean and safe. Our communities will be visually attractive and have outstanding park, recreational, open space, and cultural amenities. Our citizens will be engaged in their community. Sustain- ability of development and natural resource preservation will be an integral part of our growth and redevelopment."	"Support a taskforce made up of County, munici- palities, non-profits and the faith community that is focused on poverty reduction in the CountyIden- tify opportunities to share facilities or services with other governments."
Imagine Adams County Comprehensive Plan (2012)	"Institute appropriate programs to provide a variety of housing options for County residents, as identified in the Balanced Housing Plan, including executive housing. Ensure land use plans and devel- opment regulations support the types of housing needed to attract businesses and new residents."	"Policy 14.5: Maintain and enhance the quali- ty of existing residential neighborhoods."	"A number of the Plan's policies and strategies will be achieved through cooperation and partnerships between the County and other municipalities, region- al agencies, or other governmental entities."

Adams County Plans and Related Goals

	Goal 1:	Goal 2:	Goal 3:
Supporting Plan	Utilize New and Existing Tools	Reduce Constraints to Development	Expand Opportunities
2016 Adams County Quality of Life Survey	"Compared to 2014, assessments of participants' neighborhoods as places to live and the variety of housing options decreased in 2016; however, overall quality of new development was rated higher in 2016."	"A new question in 2016 asked residents to indicate their support or opposition for affordable housing (households not paying more than 30% of their income on rent or a mortgage) measures. At least three-quarters somewhat or strongly supported preserving existing housing that is affordable and cre- ating new housing that was affordable to all income levels."	"Generally, homeowners felt more positively about the various aspects of quality of life than did renters. However, renters were more likely to give favorable evaluations to various community characteristics than were homeowners, including shopping opportunities, openness and acceptance of the community toward people of diverse backgrounds, educational oppor- tunities and ease of travel by bus or other transit options."
Housing Needs Assessment (2017)	"It is incumbent upon the County to truly under- stand how the demographic shifts underlying the population growth affect housing policy and to develop a strategic plan that will create a balanced and healthy housing market in Adams County today and well into the future."	"The primary strength of Adams County is the availability of land. Larger lots are more plentiful in Adams County than in other ar- eas. The housing costs are also relatively less than other areas, which can potentially attract residents. Adams County could improve its housing situation by addressing the demand for all types of housing, particularly those near the \$300,000 range. Long-time residents often would like to stay in the same neigh- borhood, but very few communities have low maintenance ranch or main floor master homes for retirees to move into."	"Housing policy is part of a long-term planning process, and a deliberate, sound investment now will bear fruit in the future when the county is able to meet the housing needs of its residents throughout their lives. This Housing Needs Assessment provides a clear opportunity for Adams County to thought- fully examine its current housing situation and create sound, balanced policy that is responsive to the needs of all its residents. It is incumbent upon the county to understand how the demographic shifts underly- ing the population growth affect housing policy and to develop a strategic plan that will create a balanced and healthy housing market in Adams County today and into the future."
2009 Balanced Housing Plan	"ADUs can provide living quarters for family mem- bers or caretakers, or depending on regulations, can be rented out to provide additional income to homeowners. In such instances, ADUs not only make homeownership more affordable, but they can also provide low cost rental opportunities within existing neighborhoods, in locations convenient to employment and community amenities."	"Reducing utility costs of low income renters and homeowners can go a long way to help- ing them have more affordable housing costs, and retrofitting and increasing the efficiency of existing dwelling units can be less expen- sive than constructing new units."	"The County should take the lead on designing a brochure and website that work with its municipali- ties to put information about each of their [housing assistance] programs on the website, along with links to their applications. The brochure/website should also include a matrix that compares each of the programs and provides summary information on eligibility/income levels, allowed improvements, jurisdiction boundaries, etc."

Adams County Plans and Related Goals

	Goal 1:	Goal 2:	Goal 3:
Supporting Plan	Utilize New and Existing Tools	Reduce Constraints to Development	Expand Opportunities
Adams County Making Connections Plan (2015)	 Affordable Housing Policy: Create a comprehensive affordable housing policy for development. The policy should begin by focusing within one mile of rail station or bus rapid transit area. The policy should be expanded to the larger Study Area and the overall County, after a baseline policy and applicability has been estab- lished. The policy may include things such as (not exhaustive list): Regulatory: Review options for enhanced efficiency in the development review and permitting processes Reduce/waive permit fees Assure appropriate regulations exist to support affordability Assure reduction in parking requirements County share on public street improvements adjacent to public housing Financing: Establish a housing trust fund Provide a low interest/interest only loans (pro gram with local bank partners) Establish a County Land Trust Infrastructure: Reduced tap fees Use of regional or off-site stormwater deten- tion" 	 "Consider language on preservation of existing affordable housing, such as replacement clauses." "Consider how the current national phenomena of multi-generational living and the rise of the Sharing Economy may result in regulatory modifications to allowing for multiple housing units per lot, co-housing concepts, accessory dwelling units (ADUs), and/or higher numbers of unrelated people living in one household" "Consider preservation of existing units funding." 	"It is going to take a strong commitment on the part of Adams County Government and many other partners to use multiple affordable housing solutions and innovations if we hope to remain a county where low and moderate income families, the workers who drive our economy, elders on fixed incomes, and the children that should guide our economic future can afford to live."

Exhibit 3.2-2017 Housing Needs Assessment

See Link:

http://www.adcogov.org/sites/default/files/Adams%20County%20HNA%20Full%20Final%203.14.17.pdf

Comment	<u>Alteration</u> <u>Needed?</u>	Staff Response
Would like a copy of the draft plan.	N	Provided paper copy via mail.
I want to stay in my home. I am disabled, my husband works and children are grown. We own our home and are comfortable with our housing situation.	Y	Plan modified to account for at-risk populations, which would include Aging in Place (Page 22).
I think it's a great idea, maybe offer more opportunities for further education.	N	NA; Plan takes into account the need for more, higher paying job opportunities
My daughter was evicted because of poor housing quality and she couldn't afford a deposit for a new place. So she had to move into my garage. Neighbors have started reporting us for more than one family living in the house, so they're going to report my family and I don't know how we are going to live.	N	Plan edited to account for at-risk populations (Page 22). There is also the option to add an ADU, which is currently not allowed in single family residential zones.
This is fantastic! Thanks for the information. Please address HOA fees and the affordability, how they affect sustained housing, etc.	Y	Plan has been modified to account at-risk populations, which would include Aging in Place (Page 22).
Good information, but I'd love to have more information about VA programs.	N	Plan has been modified to account at-risk populations, which would include VA assistance programs (Page 22).
Need a better way of accessing resources that exist (communicating how to access/what there is for people).	Y	Plan has been modified to account at-risk populations, which would include Aging in Place (Page 22).
Affordable housing is really hard to find and obtain.	N	Plan takes into account the need for more affordable housing, especially middle income housing; added 80 - 100% AMI to definition of Missing Middle (Page 11).
Rent is being increased and we need more/better educational opportunities. I can't find housing where I want to live.	N	NA; Plan takes into account the need for more affordable housing options and a diversity of stock
I have been on the waiting list for the Panorama Pointe for 4 years and haven't heard anything back. Thank you.	N	NA; Plan takes into account the need for more affordable housing options and a diversity of stock

Comment	Alteration Needed?	<u>Staff Response</u>
Section 8 hard to get and the duration to put an application in takes too long. The process and communication between jurisdictions is really BAD.	N	Plan has been modified to account at-risk populations, which would include severely cost-burdened households (Page 22)
I have been working with HHS, ACHA, and CCAP and I at the end of the day have had to continue to struggle because there is no funding. I have a 3 bedroom voucher but I can't find housing. Yes there is rentals but nothing that will fit my voucher of 1808.	N	Plan has been modified to account at-risk populations, which would include severely cost-burdened households (Page 22)
I have clients with difficulty meeting voucher requirements. One answer could be more opportunities so I could find a different affordable housing opportunity that would meet client needs.	N	Plan has been modified to account at-risk populations, which would include severely cost-burdened households (Page 22)
Minimum wage does not help anyone who wants to rent a 1 bedroom apt. Raise wages to help everyone.	N	Plan has been modified to account at-risk populations, which would include severely cost-burdened households (Page 22). Plan also promotes higher paying jobs and education opportunities.
I currently live in Hughe's Station and am making \$1,500 a month and my current rent is \$847 (over half my income). I moved from Lone Tree to work at my daughter's store in Brighton. The store is now closed. Originally lived in Welby and have been an election judge for 40 years.	Y	Plan modified to account for at-risk populations, which would include Aging in Place (Page 22)
Will there be any modular building opportunities? They would cut building costs, which would make housing more affordable. Would the County incentivize wall prefabs?	N	NA; Plan takes into account the need to stream line process and consider alternatives that could promote missing middle housing
The type of housing I want and can afford isn't available, so I'm moving to Weld County, where it is available.	N	NA; Plan takes into account the need for a diverse housing stock that could support middle income households

Comment	<u>Alteration</u> <u>Needed?</u>	<u>Staff Response</u>
Thank you for the opportunity to comment on the draft 2018 Adams County Balanced Housing Plan.		Plan modified to reflect that high density residential development should occur in areas where there is access to high
The draft plan has been developed while working with the incorporated cities as well as the unincorporated area of Adams County. The plan calls for utilizing new and existing tools, reducing constraints to development and expanding opportunities. In this vein, I have one suggested revision. On page 19, in the Policies Section, I request the following revision as there are areas located near transit, job centers, schools and other amenities that are with the unincorporated area:	Y	capacity transit, such as a rail station (Page 19)
Thoughtful housing policies should provide support for initiatives that fosters housing stock that includes smaller, more densely developed units in incorporated areas near transit, job centers, schools and other amenities.		
Again, thank you for the opportunity to comment.		

Organization	Comment	Alteration Needed?	Staff Response
City of Federal Heights	I was impressed by the findings of the Housing Needs Assessment, specifically identifying the need to fill the "Missing Middle" housing types that prevent individuals from moving naturally upward through the housing markets, and identifying barriers to home ownership.	N	Edits made (various pages; edits are graphic, not substantive in nature)
	I also appreciated the information regarding the supply not meeting demand and the statistics of new housing predominantly falling into the detached single family housing mode. Specifically showing how income and rental rates have not risen evenly between 2014-2015 begins to show how many members of the Adams County Community and the Denver Metro Region more broadly are struggling to make ends meet. This trend likely has gotten stronger from 2015 to present.	N	
	The local housing trust fund is a very exciting idea and I hope it is a successful tool moving forward to address the current housing crisis. Also partnering with developers, regional assets, and incorporated communities within Adams County to address housing and more broadly global social issues is a great idea.	N	
	It would be nice if the text didn't overlay the subsection numbers. It's difficult to read and looks like a formatting mistake.	Y	
	Also if the images could be less "overly saturated" they would appear more realistic, less jarring and would better complement the very nicely chosen color scheme and design of the plan.	N	
	Avoiding slicing the text with design graphics (page 2) would also be less distracting.	Y	
Elbert County Community Development	No comment	N	NA
City of Westminster	The definition on page 9 is for "severe rent-burdened" vs. "severe cost burdened" &" "& which is the more commonly used and is the phrase used in the narrative text	Y	Changed definition to represent severe cost burdened not severe rent burdened for consistency (Page 9).

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Organization	Comment	Alteration Needed?	Staff Response
	The phrase "Missing Middle" has been reduced to a discussion of building typologies on page 11, rather than the broad conversation about the missing middle population - people in the 80-120% AMI range that are not served by federal housing programs and yet have a wide range of housing needs	Y	Added household income references for 80-100% AMI to further define Missing Middle (Page 11).
	There is a typo on page 22 in the right hand definition bar: granny flat. Same comment regarding a definition for "Missing Middle" population	Y	Changed 'ganny' to granny (Page 11).
	The Implementation Matrix starting on page 28 lists few action steps, lacking enough specificity to drive work plans. Understandably, the metrics and performance measures will still need some testing to determine if they need refinement. Is this intended to be the next phase of planning?	Y	Provided more information for the purpose of the Implementation Matrix and that the recommendations will be implemented after the Plan's adoption (Page 27).
	Also, on page 28 the Actions introduce Accessory Dwelling Units (ADU's) as a potential "Missing Middle" development opportunity. ADU's were not introduced on page 11 with "Missing Middle" housing types.	Y	ADU's added to Missing Middle definition (Page 11).
	The section under "Decrease Affordability Gap" on page 29 seems to imply that the cities and county could fix the problem with higher wages or new businesses. It is unclear how this addresses the stated balanced housing goals, since in any housing market, there will be those living below the Area Media Income, by definition of "median".	Y	The discussion regarding Decreasing the Affordability Gap on Pg. 24 clarifies that by adding jobs that pay higher wages it will decrease the gap between housing prices and household income. An addition was made to further describe the intent of this recommendation to reduce the number of households that are severely cost burdened by their housing (Page 29).

Organization	Comment	<u>Alteration</u> <u>Needed?</u>	Staff Response
	Provide some reference to the city initiatives that are in process and address regional affordability. Although mention is made of other County plans in the Appendix, starting on page 31, it would be helpful if stock was taken of what the municipalities within Adams County are doing for housing plans. This is where real care is needed to avoid duplicating efforts or creating unintended consequences.	Y	Added language that highlights other jurisdictions planning efforts, including Housing Plans and Comprehensive Plans, to further the County's (Page 31).
	* The comment for the Housing Needs Assessment under Goal 3 on page 32 needs more explanation. It implies that cities are to blame for "inconsistencies" in incentive negotiations. Although working together with the County could be improved for the benefit of the region, it isn't reasonable to think that cities would not remain in control of negotiating their own incentive packages since there are too many other budget variables in play. Perhaps open this goal statement with the interest identified in the last sentence to create a development toolkit and explore IGA's to coordinate regional approaches.	Y	Changed quote to better represent the Goal (Page 32).
	The homeless information in the 2017 Housing Needs Assessment would benefit from the inclusion of the Burnes Center on Poverty and Homelessness report: An Assessment of Adams County's Efforts to Address Homelessness. This report was delivered to the Adams County Commissioners on February 2017. The data in the Burnes Center report should be included as an Attachment to the HNA or as a separate attachment to the Balanced Housing Plan. The report accurately identifies known methodology limitations to the Point-in-Time report which currently serves as the only data on homelessness in the HNA. The county's Homeless Assessment also includes data on pre-K through 12 students experiencing homelessness. Adams County had 4,285 homeless students identified in the 2014-2015 academic year. That is more than 17% of the homeless students in all of Colorado. This data should not be overlooked when planning for adequate housing needs.	N	Adams County recently created a Homelessness Outreach Liaison position that is currently assisting in the coordination, creation, implementation, and oversight of services and programs for citizens dealing with homelessness.
City of Commerce City	No comment	N	NA

Organization	Comment	Alteration Needed?	Staff Response
Unison Housing Partners	Provided comments in January that were incorporated into draft	N	NA
	Let me start by stating that Unison is in full support of the historic Affordable Housing Trust as recommended by staff and approved for evaluation by the BOCC. It's a game changer and one that will be a point of immense pride here in the county.	N	
	Secondly let me state that ADU's is a slam dunk and something that should be an easy win.	N	
	Great work across the board by Joelle and the team. It's been a long time in process but the impacts of the work will be far reaching and impactful.	N	



WESTMINSTER

April 16, 2018

Jennifer Woods Department of Community and Economic Development 4430 South Adams County Parkway Brighton, CO 80601-8216

Dear Ms. Woods:

Thank you for extending the invitation for City of Westminster staff members to comment on the Draft 2018 Balanced Housing Plan as an amendment to the Adams County Comprehensive Plan (PLN2018-00011). With the City of Westminster having recently completed both a Housing Needs Assessment and an Affordable Housing Strategic Plan in 2017, we recognize the critical importance of improving and supporting housing opportunities for all residents in Adams County.

Overall, the 2018 Balanced Housing Plan is a strong move in the right direction. This opportunity to raise some questions or highlight concerns with the objective of furthering the regional conversation is too important to be missed. Suggestions and comments are provided in order:

- The definition on page 9 is for "severe rent-burdened" vs. "severe cost burdened," which is the more commonly used and is the phrase used in the narrative text.
- The phrase "Missing Middle" has been reduced to a discussion of building typologies on page 11, rather than the broader conversation about the missing middle population people in the 80-120% AMI range that are not served by federal housing programs and yet have a wide range of housing needs.
- There is a typo on page 22 in the right hand definition bar: granny flat. Same comment regarding a definition for "Missing Middle" population.
- The Implementation Matrix starting on page 28 lists few action steps, lacking enough specificity to drive work plans. Understandably, the metrics and performance measures will still need some testing to determine if they need refinement. Is this intended to be the next phase of planning?
- Also, on page 28 the Actions introduce Accessory Dwelling Units (ADU's) as potential "Missing Middle" development opportunity. ADU's were not introduced on page 11 with "Missing Middle" housing types.
- The section under "Decrease Affordability Gap" on page 29 seems to imply that the cities and county could fix the problem with higher wages or new businesses. It is unclear how this addresses the stated balanced housing goals since in any housing market, there will be those living below the Area Median Income, by definition of "median."
- Provide some reference to the city initiatives that are in process and address regional affordability. Although mention is made of other County plans in the Appendix, starting on page 31, it would be helpful if stock was taken of what the municipalities within Adams County are

CITY OF WESTMINSTER Department of Economic Development

4800 West 92nd Avenue Westminster, Colorado 80031 P 303-658-2400 F 303-706-3922 W/W City of Weatminster us doing for housing plans. This is where real care is needed to avoid duplicating efforts or creating unintended conflicts.

- The comment for the Housing Needs Assessment under Goal 3 on page 32 needs more explanation. It implies that the cities are to blame for "inconsistencies" in incentive negotiations. Although working together with the County could be improved for the benefit of the region, it isn't reasonable to think that cities would not remain in control of negotiating their own incentive packages since there are too many other budget variables in play. Perhaps open this goal statement with the interest identified in the last sentence to create a development toolkit and explore IGA's to coordinate regional approaches.
- The homeless information in the 2017 Housing Needs Assessment would benefit from the inclusion of the Burnes Center on Poverty and Homelessness report: An Assessment of Adams County's Efforts to Address Homelessness. This was delivered to the Adams County Commissioners on February 2017. The data in the Burnes Center report should be included as an Attachment to the HNA or as a separate attachment to the Balanced Housing Plan. The report accurately identifies known methodology limitations to the Point-in-Time report which currently serves as the only data on homelessness in the HNA. The county's Homeless Assessment also includes data on pre-K through 12 students experiencing homelessness. Adams County had 4,285 homeless students identified in the 2014-15 academic year. That is more than 17% of the homeless students in all of Colorado. This data should not be overlooked when planning for adequate housing needs.

We applaud Adams County for recognizing the need for a housing plan and creating one. We greatly appreciate the opportunity to offer comments with the intent to strengthen the regional approach to housing. We look forward to partnering with Adams County on shared initiatives that address our region's affordable housing needs.

Thank you,

Grafton Jehni Grafton

Senior Economic Development Officer

Kate Skarbek

Senior Management Analyst

Molly Tave

Housing Coordinator

Jennifer Woods

From: Sent: To: Subject: Tim Williams [twilliams@fedheights.org] Tuesday, March 13, 2018 3:33 PM Jennifer Woods Draft Balancec Housing Plan

Jennifer,

I would like to take the opportunity to comment on the Draft Balanced Housing Plan that is available on your website for review. I was impressed by the findings of the Housing Needs Assessment, specifically identifying the need to fill the "Missing Middle" housing types that prevent individuals from moving naturally upward through the housing markets, and identifying barriers to home ownership.

I also appreciated the information regarding the supply not meeting demand and the statistics of new housing predominantly falling into the detached single family housing mode. Specifically showing how income and rental rates have not risen evenly between 2014-2015 begins to show how many members of the Adams County Community and the Denver Metro Region more broadly are struggling to make ends meet. This trend likely has gotten stronger from 2015 to present.

The local housing trust fund is a very exciting idea and I hope it is a successful tool moving forward to address the current housing crisis. Also partnering with developers, regional assets, and incorporated communities within Adams County to address housing and more broadly global social issues is a great idea.

Some suggestions to consider on the formatting of the draft document: It would be nice if the text didn't overlay the subsection numbers. It's difficult to read and looks like a formatting mistake. Also if the images could be less "overly saturated" they would appear more realistic, less jarring and would better complement the very nicely chosen color scheme and design of the plan. Avoiding slicing the text with design graphics (page 2) would also be less distracting.

Best Regards,

Tim Williams, MS AICP Community Development Director 303.412.3558 | twilliams@fedheights.org 2380 W. 90th Ave., Federal Heights, CO 80260





COUNTY OF ELBERT

COMMUNITY & DEVELOPMENT SERVICES DEPARTMENT P.O. BOX 7

215 COMANCHE STREET KIOWA, COLORADO 80117 303-621-3136 FAX: 303-621-3165



DATE: Mar. 27, 2018

TO: Jennifer Woods, Case Manager

FROM: Vince Hooper, PMP

RE: 2018 Balanced Housing Plan

Dear Jennifer,

This letter is in respond to your request for review and comment on Adams County's 2018 Balanced Housing Plan.

Baseline Corporation has been contracted by Elbert County to provide land planning services for the review and comment on land use applications, including responding to referral requests such as Adams County's 2018 Balanced Housing Plan.

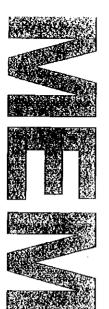
Please be advised that after review of the supplied referral material Elbert County has <u>no comment</u> on the proposed Balanced Housing Plan.

Thank you for providing Elbert County the opportunity to review and comment on this proposed plan.

Sincerely,

Vincent Hooper, PMP Senior Planner for Elbert Community and Development Director

COMMUNITY DEVELOPMENT DEPARTMENT



To: Jennifer Woods, Case Manager From: Robin Kerns, City Planner Subject: PLN2018-00011 Date: April 16, 2018

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Thank you for allowing the City of Commerce City the opportunity to comment on land use cases in Adams County.

Staff has reviewed the proposal and has no comments.

Please contact me with any questions at rkerns@c3gov.com or 303-289-3693.

Jennifer Woods

From:	Peter LiFari (PLiFari@unisonhp.org]
Sent:	Monday, April 16, 2018 4:16 PM
То:	Jennifer Woods
Cc:	Joelle Greenland
Subject:	FW: Latest Draft

I think today's the final day for comments so I'm sending over my thoughts from January.

Let me start by stating that Unison is in full support of the historic Affordable Housing Trust as recommended by staff and approved for evaluation by the BOCC. It's a game changer and one that will be a point of immense pride here in the county.

Secondly let me state that ADU's is a slam dunk and something that should be an easy win.

Thirdly – great work across the board by Joelle and the team. It's been a long time in process but the impacts of the work will be far reaching and impactful.

Let me know if I can answer any questions.

Thanks!

×

Peter F. LiFari Executive Director 303-227-2078 plifari@unisonhp.org www.unisonhp.org

From: Peter LiFari <PLiFari@achaco.com> Date: Sunday, January 7, 2018 at 7:37 PM To: jgreenland <JGreenland@adcogov.org> Subject: Re: Latest Draft

Thanks Joelle,

The plan does a great job highlighting the dynamic at play here in the county in an easily understandable format across a diverse audience. Beginning with the Housing Needs Assessment pg.9 and Key Themes on pg. 17, the plan clearly articulates the key role housing affordability should play in the overall balanced approach to housing throughout the County and that's exciting. I'll share in free form my thoughts and ideas based on our recent conversation.

The Goals and Procedures/Implementation Matrix pg.28-29 make a strong case for the tools presented. One area I didn't see highlighted that I'd stump for is a Land Bank program to be included in the plan and presented alongside the HTF (see Pittsburgh link attached) With the investments in joint land projects between intergovernmental agencies approved to date it could be a quick win and an accelerant to the HTF in the form of pre-existing county owned land assigned to create the formation of the trust. The Attached report outlines how Pittsburgh stood up the plan, specifically the HTF and Land Bank.

http://apps.pittsburghpa.gov/mayorpeduto/FinalReport 5 31 16 (1).pdf

http://apps.pittsburghpa.gov/council/PLB Ord 2014-0025 VERSION 4.pdf

In reference to the Rental Inspection Ordinance pg. 29, I'll share what I relayed to Jenni Grafton and Westminster Counsel – in theory it's not bad policy but in action it poses budgetary considerations that on average are passed on to the rental applicant in the form of a fee and/or increased rents to cover owner's costs. The result being a disproportionate impact on the renter and units that remain substandard regardless of the policy. We support renter's rights policies that provide educational opportunities to landlords and renters such as itemized receipts, translation services and legal aid to mitigate evictions for both parties. I know that Steve O has interest in piloting an incentive program regarding these with the goal of demonstrating avoidance cost savings as an incentive for landlords to participate. Rental inspection programs have had less than desired results and the cost of administration does not support the return on investment when compared to other available alternatives.

Another Key topic is the "Decrease Affordability Gap" pg. 24. This is such an important component in the overall plan's goal to achieve balance. It's also where we face the most significant headwinds when we evaluate the level of educational attainment in the county compared to the greater metro area, and the average wage for non-college educated workers. The counties that compose the greater metro area are in competition with Adams for these middle-class citizens that are in active search of the "missing middle" – the counties that lure these households will demonstrate a greater balance and economic outcomes on average. In support of this vital initiative I propose we carve out an incentive in the HSAG vehicle that funds "opportunity centers" such as LIFE's 3CE, The Human Services Shared Space Project, etc. that happens to coincide with a Secretary Carson initiative that has just surfaced While HUD is not apparently providing funding we have seen interest in foundational support in this regard.

https://www.hud.gov/press/press releases media advisories/2017/HUDNo 17-112

Perhaps we have a vertical here that can drive value to the citizens of our county in the form of a trade that pays a livable wage. The HSAG or other to be created programs could incentivize trade programs that pay a livable wage. This could also be coupled with an economic development incentive program for employers in the form of incentives for job creating investments in the county. I'd recommend that a we take the recommendation from pg. 24 and place it on pg. 29 as well with a mention of incentivizing job training and tax incentives for job creating entities.

If I think of more I'll send them over before noon tomorrow and I look forward to the study session.

Peter

Peter F. LiFari Deputy Director Adams County Housing Authority (303) 227-2075 Main (303) 227-2098 Fax (303) 227-2078 Direct www.adamscountyhousing.com

From: jgreenland <JGreenland@adcogov.org> Date: Saturday, January 6, 2018 at 3:55 PM To: Peter LiFari <PLiFari@achaco.com> Subject: Fwd: FW: Latest Draft

Get Outlook for Android

From: Joelle Greenland Sent: Saturday, January 6, 2018 10:53:39 AM To: Debra Bristol Cc: Jennifer Woods Subject: FW: Latest Draft

Hi Debra,

Thank you for all your hard work!!!!

I think this was the earlier version, while I'm in meetings, please ask Jennifer to take the new Implementation section and compare it to the Recommendations chapter to ensure consistency between the two.

Sorry Monday morning is filled with meetings for me, but you have a great team to support you and it's looking amazing – we're going to crush it on the 23rd!!!

J

From: Debra Bristol Sent: Friday, January 05, 2018 10:12 AM To: Joelle Greenland Subject: Latest Draft

Debra Bristol, Community Development Coordinator Adams County Community & Economic Development Department Adams County Government Center 4430 S. Adams County Pkwy, Suite W2000B, Brighton CO 80601 720.523.6201 dbristol@adcogov.org

**Adams County Housing Authority is now Unison Housing Partners! Visit our new website to learn more about our new name and brand at www.UnisonHP.org

Balanced Housing Plan Board of County Commissioners

Community and Economic Development Department July 10, 2018



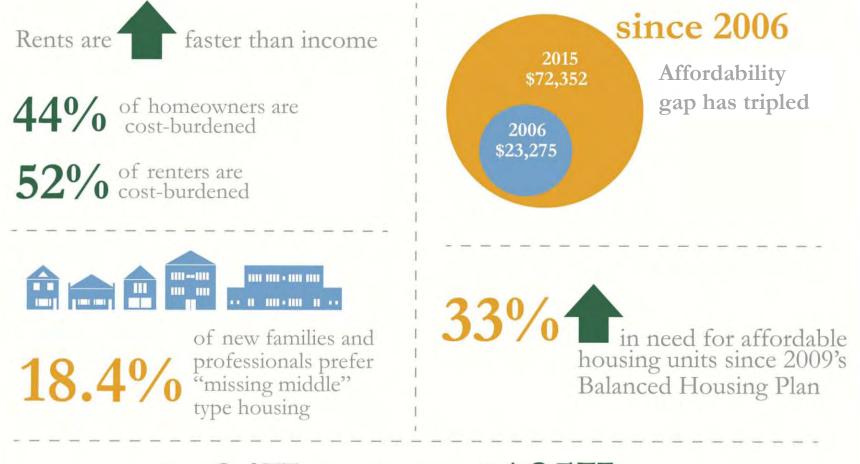
Presentation Outline

- 1. Background
- 2. Plan Summary
- 3. Review Process

Background: Process



Background: Housing Needs Assessment



>24K families make <\$35K/yr

Background: What is Balanced Housing?

• Balanced Housing

Allow all areas of the County to achieve housing of all types, and meets the needs of the County's diverse and growing population.

- Affordable Housing
 - Low Income <80% AMI
- Missing Middle
 - 80 120% AMI
 - Townhomes, duplex, triplex, apartments, live/work units and ADU's
- 2018 AMI for Adams County = \$89,900

Background: Key Themes and Barriers

- Lack of funding for affordable housing and risk of Federal funding levels
- 2. Legislative/legal barriers
- 3. Cities and Counties working independently
- 4. Aging housing stock
- 5. Development costs too high and no available incentives
- 6. No sense of place; no clear marketing

Plan Summary: Purpose, Goals and Policies

Purpose:

Take the information collected from the HNA and stakeholder input , and present defined goals and outcomes through a multifaceted and collaborative approach.

Goals:

- Utilize new and existing tools
- Reduce constraints to Development
- Expand opportunities

Policies:

- Improve and support housing opportunities for all residents in Adams County
- Foster an environment that promotes "Balanced Housing"
- Encourage connection and access between schools and housing
- Promote the preservation of the County's current housing stock
- Integrate development practices that increase diversity in housing options

Plan Summary: Implementation

Actions	Strategies
Expand Resources	 Create a Housing Trust Fund Utilize and leverage existing funding with housing partners Create partnerships to leverage resources
<u>Balance Supply with</u> <u>Demand</u>	 Incentivize infill development Codify flexible land use regulations to incentivize the development of diverse housing products for affordable housing and the missing middle
<u>Maintain Housing</u> <u>Stock</u>	 Continue Minor Home Repair Program and expand partnerships Assist cities with the creation of rental inspection programs Monitor expiring affordable housing stock
<u>Decrease</u> <u>Affordability Gap</u>	 Attract higher paying jobs Increase education and job opportunities
<u>Predictability in</u> <u>Development</u> <u>Process</u>	 Increase Outside Agency coordination in development review Streamline processes

Referral Comments

- Public Open Houses (3/21 & 3/28):
 - -17 comments received
 - Need for more affordable housing
 - Housing for special populations (seniors and veterans)
 - Availability of more housing options
- Referral letter and email sent to 250+ agencies:
 - Responding with Concerns: City of Westminster
 - Responding without Concerns: City of Federal Heights, Unison Housing Partners, Elbert County and City of Commerce City

Planning Commission Recommendation

On June 28, 2018 the Planning Commission voted (7-0) to recommend approval based on 3 Findings of Fact and 1 Condition.

Condition of Approval

Up until August 31, 2018 the Community and Economic Development Department staff may make minor corrections to the Balanced Housing Plan, including but not limited to, typographical errors, to ensure consistency and accuracy throughout the Plan.