



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

September 11, 2018

9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of August 27-31, 2018
- B.** Minutes of the Commissioners' Proceedings from September 4, 2018
- C.** Resolution Approving Memorandum of Agreement between Adams County and Daniel Martinez, for Property Necessary for the Lower Hoffman Drainageway Improvements Project
(File approved by ELT)

- D.** Resolution Approving Right-of-Way Agreement between Adams County and Jeffrey Barger and Roxana Barger, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- E.** Resolution Approving Right-of-Way Agreement between Adams County and Fidel Mendez and Martha Mendez, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- F.** Resolution Approving Right-of-Way Agreement between Adams County and Richard T. Fiskum and Debra K. Fiskum, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- G.** Resolution Approving Right-of-Way Agreement between Adams County and Susan G. Yoshimura and Jay A. Yoshimura, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- H.** Resolution Approving the Second Amendment to the Intergovernmental Agreement between Adams County and the Town of Bennett for an Office Space Lease
(File approved by ELT)
- I.** Resolution Approving Grant Agreement between Adams County and the State of Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the 2018 Emergency Management Performance Grant Program
(File approved by ELT)
- J.** Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Pecos Street Phase, Case No. PRC2012-00001, PRC2012-00007
(File approved by ELT)
- K.** Resolution Approving Right-of-Way Agreement between Adams County and Thomas Wolf and Diane C. Wolf, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- L.** Resolution Approving Right-of-Way Agreement between Adams County and Vandara Pongphachanxay, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- M.** Resolution Approving Right-of-Way Agreement between Adams County and Jonathan A. Shafto and Kathrene L. Shafto, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- N.** Resolution Approving Right-of-Way Agreement between Adams County and Kevin Ray Kitzmann and Patricia Ann Kitzmann, for Property Necessary for The 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- O.** Resolution Approving Right-of-Way Agreement between Adams County and Rhianna M. Ross, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- P.** Resolution Appointing Thomas D. Green to the Board of Adjustment as a Regular Member
(File approved by ELT)

- Q.** Resolution Appointing Rita M. Price to the Adams County Liquor and Marijuana Licensing Authority as a Regular Member
(File approved by ELT)
- R.** Resolution Approving the Aerotropolis Regional Transportation Authority Member Contribution Funding Agreement
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Amendment One to the Agreement between Adams County and Cesco Linguistic Services Inc., for Translation and Interpretation Services
(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

- 1.** RCU2017-00006 7300 Leyden Storage
(File approved by ELT)
- 2.** RCU2017-00015 Crown Castle II
(File approved by ELT)
- 3.** PLN2018-00020 Creekside South Metropolitan District Service Plan
(File approved by ELT)
- 4.** RCU2018-00021 TruStile Rezoning
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	834,605.50
5	Golf Course Enterprise Fund	1,997.92
6	Equipment Service Fund	354,277.35
13	Road & Bridge Fund	406,271.76
19	Insurance Fund	121,258.02
24	Conservation Trust Fund	9,881.82
25	Waste Management Fund	47,655.37
27	Open Space Projects Fund	180,109.19
28	Open Space Sales Tax Fund	2,103,922.77
31	Head Start Fund	21,087.24
34	Comm Services Blk Grant Fund	31,344.92
35	Workforce & Business Center	2,791.92
43	Front Range Airport	25,095.09
		<u>4,140,298.87</u>

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727430	433987	ADCO DISTRICT ATTORNEY'S OFFIC	08/28/18	541.92
00727431	166637	ALEXANDER BRYCE	08/28/18	235.44
00727432	429633	ANDERSON CASSIE	08/28/18	233.10
00727433	519055	ANDERSON KENNETH	08/28/18	13.08
00727436	344193	BABER ALLYSON R	08/28/18	576.00
00727438	347304	BRANDED IMAGE APPAREL	08/28/18	6,334.00
00727441	740060	CAPPS MEGAN	08/28/18	124.26
00727442	740468	CARLSON STONIE	08/28/18	40.00
00727443	44645	COLO DEPT OF AGRICULTURE	08/28/18	55.00
00727445	740102	CORREA ANTONIO	08/28/18	75.00
00727446	742111	CORTEZ MENDEZ VERONICA	08/28/18	761.29
00727447	165772	DANIELS MICHELLE K	08/28/18	39.24
00727448	61609	DAVIS GRAHAM & STUBBS LLP	08/28/18	5,923.50
00727449	3454	DEPT OF FINANCE	08/28/18	22.00
00727450	3454	DEPT OF FINANCE	08/28/18	22.00
00727451	248103	DS WATERS OF AMERICA INC	08/28/18	38.35
00727454	169560	FISHER JULIE	08/28/18	482.71
00727456	625807	GIDEON DONNA	08/28/18	75.00
00727457	626700	GLADER JONATHAN D	08/28/18	51.80
00727458	34197	GOURD THADDEUS	08/28/18	156.96
00727459	729769	HAMRICK LAUREN	08/28/18	46.43
00727460	90816	HANSON SARA M	08/28/18	68.00
00727461	725561	HERNANDEZ TIFFANI	08/28/18	29.68
00727462	740104	HERRERA LAURA	08/28/18	75.00
00727463	740574	HORTON JEFFREY	08/28/18	275.27
00727464	33278	HURDELBRINK JULIA	08/28/18	103.55
00727465	44739	JOHNSON CARI	08/28/18	41.26
00727466	536256	KIMMEL KENZIE NICOLE	08/28/18	244.16
00727467	490933	KROENER AVELINA	08/28/18	46.11
00727468	617679	LIM CARLENA	08/28/18	33.95
00727469	740113	LUNA DIANA	08/28/18	75.00
00727470	264009	McINTYRE LINDSAY E	08/28/18	68.67
00727471	422240	MANN LACEY	08/28/18	301.39
00727472	742117	MILLER HAMID OLIVIA	08/28/18	1,897.80
00727473	737449	MITCHEL JENNIFER	08/28/18	348.00
00727474	740092	MORTON DON	08/28/18	75.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727477	36746	PEDRUCCI MARC R	08/28/18	224.49
00727478	740101	POOLE SHANNON	08/28/18	75.00
00727479	532961	PUBLIC SAFETY SOFTWARE GROUP	08/28/18	534.00
00727480	740103	REYES AMY	08/28/18	75.00
00727481	740109	RODRIGUEZ ANGELES	08/28/18	75.00
00727482	506572	SANDOVAL THANE	08/28/18	336.75
00727483	742112	SAWYER JEREMY	08/28/18	997.70
00727484	98724	SCHAREN DIANNA	08/28/18	70.31
00727485	426427	STAMP ROBERT	08/28/18	450.00
00727486	414374	STRAUCH KEVIN	08/28/18	38.20
00727487	599714	SUMMIT FOOD SERVICE LLC	08/28/18	402.89
00727488	95723	TALLEY LORI	08/28/18	47.74
00727490	740097	TIMBERLINE BASSET HOUND CLUB	08/28/18	75.00
00727491	628772	TUCKER JENNIFER	08/28/18	409.02
00727492	20730	UNITED STATES POSTAL SERVICE	08/28/18	191.05
00727493	28617	VERIZON WIRELESS	08/28/18	2,763.59
00727494	48935	VIS KELLY C	08/28/18	5.18
00727495	740114	VISUAL INTEREST	08/28/18	150.00
00727498	7117	WORLD CONNECTIONS TRAVEL	08/28/18	2,814.00
00727500	72554	AAA PEST PROS	08/28/18	2,202.00
00727501	98435	ACCOUNT BROKERS OF LARIMER COU	08/28/18	38.00
00727505	383698	ALLIED UNIVERSAL SECURITY SERV	08/28/18	17,898.42
00727506	740815	ARMSTRONG DAVID	08/28/18	38.00
00727507	43744	AUTOMATED BUILDING SOLUTIONS I	08/28/18	2,200.00
00727508	740819	BECKENSTRATER GRIFFIN MILDRED	08/28/18	19.00
00727509	740820	BELTRAN AILENE TRONCOSO	08/28/18	19.00
00727510	740396	BIG CHOICE BREWING	08/28/18	280.00
00727511	740821	BLACK JEFFREY M	08/28/18	19.00
00727512	740822	BOLSTAD KIMBERLY T	08/28/18	19.00
00727513	740823	BRAX MATTHEW J	08/28/18	19.00
00727514	669044	BURNS JENNIFER LYNN	08/28/18	19.00
00727515	740826	CAMPOS HELEN	08/28/18	19.00
00727516	740830	CHAPMAN WILLIE LEE	08/28/18	19.00
00727517	740903	CHAVEZ VELAZQUEZ MARIANA	08/28/18	19.00
00727518	9902	CHEMATOX LABORATORY INC	08/28/18	255.00
00727520	599274	CONTINENTAL COLLECTION AGENCY	08/28/18	29.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727521	255001	COPYCO QUALITY PRINTING INC	08/28/18	18,930.00
00727522	211773	COX RANCH ORIGINALS	08/28/18	2,378.00
00727523	740831	DEAGUERO SOPHIA RENE	08/28/18	19.00
00727524	418853	DEPARTMENT OF LABOR AND EMPLOY	08/28/18	19.00
00727525	740832	DIAZ ABIGAIL VERONICA	08/28/18	19.00
00727526	45202	DITCH AND RESERVOIR COMPANY AL	08/28/18	250.00
00727527	740835	ELLIOT LEGAL INVESTIGATIONS	08/28/18	15.00
00727529	671123	FOUND MY KEYS	08/28/18	1,040.00
00727530	426777	FRANCY LAW FIRM	08/28/18	19.00
00727531	252172	FRONT RANGE LEGAL PROCESS SERV	08/28/18	19.00
00727532	740836	GANDARA DELGADO JOSEFINA	08/28/18	147.00
00727533	223411	GIRSH AND ROTTMAN	08/28/18	19.00
00727534	740840	GOMEZ GOMEZ JOSE L	08/28/18	19.00
00727535	740847	GREGORY LAW OFFICE	08/28/18	19.00
00727537	740848	GURULE JAMES R	08/28/18	19.00
00727538	740849	GUTIERREZ LUIS FELIPE	08/28/18	19.00
00727539	740850	HANNON ROBIN CHRISTINE	08/28/18	19.00
00727540	219323	HINDMANSANCHEZ	08/28/18	72.00
00727541	358482	HOLST AND BOETTCHER	08/28/18	95.00
00727542	418327	IC CHAMBERS LP	08/28/18	6,586.82
00727543	230516	JANEWAY LAW FIRM PC	08/28/18	19.00
00727544	11086	JAY O'DAY INC	08/28/18	3,156.80
00727545	145356	KENNY ELECTRIC SERVICE INC	08/28/18	81.56
00727546	740851	KOJIMA ZAKARY	08/28/18	19.00
00727548	703463	LAW OFFICES OF RODGER C DALEY	08/28/18	19.00
00727549	740855	LETTIG CHAUNTAY	08/28/18	39.00
00727550	41022	LEWIS HIMES ASSOCIATES INC	08/28/18	1,850.00
00727551	36861	LEXIS NEXIS MATTHEW BENDER	08/28/18	2,072.99
00727552	94178	LINEBARGER, GOGGAN, BLAIR & SA	08/28/18	19.00
00727553	506534	LUDWIG KATHLEEN	08/28/18	66.00
00727554	381372	MACHOL & JOHANNES, LLC	08/28/18	19.00
00727555	381372	MACHOL & JOHANNES, LLC	08/28/18	19.00
00727556	381372	MACHOL & JOHANNES, LLC	08/28/18	19.00
00727557	381372	MACHOL & JOHANNES, LLC	08/28/18	19.00
00727558	381372	MACHOL & JOHANNES, LLC	08/28/18	19.00
00727559	381372	MACHOL & JOHANNES, LLC	08/28/18	19.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727560	654109	MARTIN PRINGLE ATTORNEYS AT LA	08/28/18	19.00
00727561	740862	MARTINEZ LUIS ALBERTO	08/28/18	19.00
00727562	740866	MASON COUNTY STATE ATTORNEY	08/28/18	19.00
00727563	300777	MOELLER GRAF PC	08/28/18	19.00
00727564	374475	MOORE LAW GROUP APC	08/28/18	19.00
00727565	602996	MOUNTAIN WEST LAW GROUP, P.C.	08/28/18	19.00
00727566	3389	MURRAY FARMS INC	08/28/18	4,900.00
00727567	48741	NEW BRANTNER DITCH COMPANY	08/28/18	25,000.00
00727569	740867	NGEWEBWA MPUTU D	08/28/18	19.00
00727574	740869	NUNEZ EVELYN	08/28/18	19.00
00727575	230316	OLD DOMINION MANAGEMENT	08/28/18	66.00
00727577	516994	PARK 12 HUNDRED OWNERS ASSOCIA	08/28/18	24,504.00
00727578	740870	PHS RENT LLC	08/28/18	66.00
00727579	48924	PRO TECH COMPUTER SYSTEMS INC	08/28/18	43,588.00
00727580	378028	PROCESS SERVICE OF WYOMING INC	08/28/18	38.00
00727581	740904	RAMOS LAW	08/28/18	19.00
00727582	740871	RAY HEAVEN CHANTEL	08/28/18	19.00
00727583	740872	RISEN ALLYN HAMILTON	08/28/18	19.00
00727584	5637	ROCKY MTN MICROFILM & IMAGING	08/28/18	5,998.00
00727585	740873	RONEY LAW FIRM	08/28/18	19.00
00727587	99647	SANCHEZ TONY	08/28/18	19.00
00727590	740905	SCOHY JULIE	08/28/18	53.00
00727592	219318	STEELE T	08/28/18	66.00
00727593	740876	SUDIA MICHAEL T	08/28/18	19.00
00727594	293662	SUMMIT LABORATORIES INC	08/28/18	890.00
00727595	734694	THE DUPONT LAW FIRM	08/28/18	31.00
00727596	740906	THE LAW OFFICES OF OSCAR TREVI	08/28/18	19.00
00727597	41127	THYSSENKRUPP ELEVATOR CORP	08/28/18	419.36
00727598	270589	TOP HAT FILE AND SERVE	08/28/18	19.00
00727599	38221	TRANE US INC	08/28/18	559.00
00727600	740879	TURNER SANDRA L	08/28/18	66.00
00727601	740882	UNITED BUILDERS SERVICE	08/28/18	19.00
00727602	1007	UNITED POWER (UNION REA)	08/28/18	55.43
00727603	740908	VAUSE HOLLY	08/28/18	19.00
00727605	740883	VILLALPANDO SIMON	08/28/18	19.00
00727606	50339	WALTERS BERNARD D & JUDY E	08/28/18	900.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727608	544338	WESTAR REAL PROPERTY SERVICES	08/28/18	14,706.36
00727609	68059	WESTERN CONTROL SERVICES, INC.	08/28/18	19.00
00727610	355856	WESTERN DETENTION	08/28/18	1,772.66
00727613	24560	WIRELESS ADVANCED COMMUNICATIO	08/28/18	1,002.08
00727614	30167	BITTERMAN JOHN	08/29/18	204.00
00727615	109171	BROOKMAN RICHARD A	08/29/18	68.00
00727616	58220	BROOKS CLIFFORD A	08/29/18	68.00
00727617	134733	CASA	08/29/18	2,500.00
00727618	327914	CESCO LINGUISTIC SERVICE INC	08/29/18	341.42
00727619	2157	COLO OCCUPATIONAL MEDICINE PHY	08/29/18	960.00
00727620	8154	COUNTY SHERIFFS OF COLO	08/29/18	1,000.00
00727621	248103	DS WATERS OF AMERICA INC	08/29/18	252.85
00727622	244579	GRIMES RUSS	08/29/18	68.00
00727623	173687	HANNAH ROBERT	08/29/18	68.00
00727624	192058	LADWIG MICHAEL V MD PC	08/29/18	1,110.00
00727625	42876	LEXISNEXIS RISK SOLUTIONS	08/29/18	103.81
00727626	354075	MCCORMICK ANDREW	08/29/18	68.00
00727627	729564	METRO TRANSPORTATION PLANNING	08/29/18	435.30
00727628	38579	OLIVAS LEROY	08/29/18	68.00
00727629	8866	RED ROCKS COMMUNITY COLLEGE	08/29/18	237,331.50
00727630	17268	SMALLEY KARLAND H	08/29/18	317.00
00727631	96781	TEMPLE MITCHELL A	08/29/18	68.00
00727632	28617	VERIZON WIRELESS	08/29/18	1,456.53
00727633	382539	iHEART MEDIA	08/30/18	3,940.00
00727635	433987	ADCO DISTRICT ATTORNEY'S OFFIC	08/30/18	573.95
00727637	725672	ALL PRO CEMENT INC	08/30/18	28,950.00
00727638	383698	ALLIED UNIVERSAL SECURITY SERV	08/30/18	1,667.70
00727641	13160	BRIGHTON CITY OF (WATER)	08/30/18	14,417.83
00727644	625677	CODE 4 SECURITY SERVICES LLC	08/30/18	5,714.88
00727646	209334	COLO NATURAL GAS INC	08/30/18	61.18
00727647	308324	DELGADO NICOLE	08/30/18	71.72
00727648	564091	DENTONS US LLP	08/30/18	10,500.00
00727649	709719	DISTRICT COURT OF FIRST CIRCUIT	08/30/18	20.00
00727650	709719	DISTRICT COURT OF FIRST CIRCUIT	08/30/18	5.00
00727657	294059	GROUND SERVICE COMPANY	08/30/18	1,389.50
00727658	13565	INTERMOUNTAIN REA	08/30/18	1,557.19

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727659	13565	INTERMOUNTAIN REA	08/30/18	224.65
00727662	289628	KUSA	08/30/18	21,700.00
00727667	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	517.60
00727668	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	1,286.68
00727669	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	1,089.36
00727670	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	24.24
00727671	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	45.65
00727672	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	45.65
00727673	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	2,192.04
00727674	13932	SOUTH ADAMS WATER & SANITATION	08/30/18	4,519.92
00727676	1007	UNITED POWER (UNION REA)	08/30/18	2,914.00
00727677	1007	UNITED POWER (UNION REA)	08/30/18	35,492.00
00727680	13822	XCEL ENERGY	08/30/18	695.34
00727681	13822	XCEL ENERGY	08/30/18	42.98
00727683	228213	ARAMARK REFRESHMENT SERVICES	08/30/18	176.01
00727684	553322	ATKINS RICHARD H	08/30/18	177.00
00727685	255194	CHAMBERS HOLDINGS LLC	08/30/18	14,731.55
00727688	5407	COLO DEPT OF LABOR & EMPLOYME	08/30/18	30.00
00727689	99357	COLO MEDICAL WASTE INC	08/30/18	332.00
00727690	612089	COMMERCIAL CLEANING SYSTEMS	08/30/18	580.00
00727691	56025	DISCOUNT PLUMBING SERVICES INC	08/30/18	32,073.00
00727692	24524	E470 PUBLIC HIGHWAY AUTHORITY	08/30/18	157.40
00727693	346534	FIRST CHOICE COFFEE SERVICES	08/30/18	139.15
00727694	744112	FORSMAN KARSON	08/30/18	44.69
00727695	729567	HEART SMART.COM	08/30/18	9,065.00
00727696	479165	IDEMIA IDENTITY & SECUIRTY USA	08/30/18	4,722.00
00727701	40843	LANGUAGE LINE SERVICES	08/30/18	657.64
00727702	742193	MOUNTAIN STATES LIGHTING LLC	08/30/18	2,040.00
00727703	20458	NORTHSIDE EMERGENCY PET CLINIC	08/30/18	200.00
00727704	42739	PPS	08/30/18	200.00
00727705	472626	SAFEWARE INC	08/30/18	240.00
00727706	293662	SUMMIT LABORATORIES INC	08/30/18	480.00
00727707	618144	T&G PECOS LLC	08/30/18	1,800.00
00727708	37005	TOSHIBA BUSINESS SOLUTIONS	08/30/18	1,679.90
00727709	7189	TOSHIBA FINANCIAL SERVICES	08/30/18	5,387.26
00727710	666214	TYGRET DEBRA R	08/30/18	332.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727711	744125	VANG JIM	08/30/18	100.00
00727712	28617	VERIZON WIRELESS	08/30/18	1,454.25
00727713	3550	WESTERN PAPER DISTRIBUTORS	08/30/18	9,625.00
00727714	3550	WESTERN PAPER DISTRIBUTORS	08/30/18	875.00
00727715	382539	iHEART MEDIA	08/30/18	6,360.00
00727716	727893	HCL ENGINEERING & SURVEYING LL	08/30/18	24,311.20
00727717	687074	HIE CONSULTING ENGINEERS	08/30/18	2,500.00
00727718	486419	HIGH COUNTRY BEVERAGE	08/30/18	6,889.55
00727719	699829	HILL'S PET NUTRITION SALES INC	08/30/18	768.00
00727720	38860	HLP INC	08/30/18	4,800.00
00727721	485045	KORBY LANDSCAPE LLC	08/30/18	6,762.15
00727725	42431	MOUNTAIN STATES IMAGING LLC	08/30/18	363.28
00727726	13591	MWI VETERINARY SUPPLY CO	08/30/18	11,366.48
00727727	2941	PARTY TIME RENTAL INC	08/30/18	50,435.60
00727728	669732	PATTERSON VETERINARY SUPPLY IN	08/30/18	1,629.03
00727729	725956	PRUDENTIAL OVERALL SUPPLY	08/30/18	393.50
00727730	9635	PUBLICATION PRINTERS	08/30/18	13,817.67
00727732	422902	ROADRUNNER PHARMACY INCORPORAT	08/30/18	488.53
00727734	574170	SCHULTZ PUBLIC AFFAIRS LLC	08/30/18	4,333.33
00727735	42818	STATE OF COLORADO	08/30/18	4,020.17
00727736	42818	STATE OF COLORADO	08/30/18	1,884.77
00727738	66264	SYSTEMS GROUP	08/30/18	200.00
00727739	18645	WILBUR-ELLIS COMPANY LLC	08/30/18	4,363.60
00727740	338508	WRIGHTWAY INDUSTRIES INC	08/30/18	856.00
Fund Total				834,605.50

County of Adams
Net Warrants by Fund Detail

5 Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727682	1087	ACUITY SPECIALTY PRODUCTS INC	08/30/18	129.70
00727697	2202	INTERSTATE BATTERY OF ROCKIES	08/30/18	34.95
00727700	11496	L L JOHNSON DIST	08/30/18	1,833.27
Fund Total				1,997.92

Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727499	11657	A & E TIRE INC	08/28/18	4,599.82
00727607	535601	WELP VENCIL	08/28/18	72.88
00727634	23962	ACS MANAGEMENT LLC	08/30/18	3,900.00
00727639	727844	ATLANTIC MACHINERY INC	08/30/18	307,520.00
00727655	215826	FASTER ASSET SOLUTIONS	08/30/18	6,468.30
00727663	494038	LARRY H MILLER FORD LAKEWOOD	08/30/18	29,570.00
00727733	16237	SAM HILL OIL INC	08/30/18	2,146.35
Fund Total				354,277.35

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727440	638475	CALABRESE JOSEPH JACK	08/28/18	1,140.00
00727652	13569	ENVIROTECH SERVICES INC	08/30/18	30,459.00
00727653	534975	EP&A ENVIROTAC INC	08/30/18	98,648.75
00727656	212385	GMCO CORPORATION	08/30/18	129,768.45
00727660	506641	JK TRANSPORTS INC	08/30/18	62,900.75
00727664	525686	OUTTA CONTROL DESIGNS	08/30/18	3,930.22
00727665	83580	POWER SCREENING INC	08/30/18	25,000.00
00727666	157273	ROADSAFE TRAFFIC SYSTEMS	08/30/18	42,760.76
00727678	13082	W L CONTRACTORS INC	08/30/18	5,933.98
00727679	78276	WAYNE A MITCHELL LLC	08/30/18	5,729.85
Fund Total				406,271.76

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727496	13082	W L CONTRACTORS INC	08/28/18	15,677.70
00727642	419839	CAREHERE LLC	08/30/18	84,390.64
00727645	17565	COLO FRAME & SUSPENSION	08/30/18	18,682.79
00727654	346750	FACTORY MOTOR PARTS	08/30/18	211.71
00727661	13771	JOE'S TOWING & RECOVERY	08/30/18	88.00
00727722	438093	LEONARD KELLY K	08/30/18	287.18
00727724	174580	MILE HIGH FITNESS	08/30/18	1,920.00
Fund Total				121,258.02

County of Adams
Net Warrants by Fund Detail

24		Conservation Trust Fund			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00727675	266133	STREAM DESIGN LLC	08/30/18	9,881.82	
Fund Total				9,881.82	

County of Adams
Net Warrants by Fund Detail

<u>25</u>		<u>Waste Management Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00727640	535096	B & B ENVIRONMENTAL SAFETY INC	08/30/18	4,045.37	
00727723	57973	METALS TREATMENT TECHNOLOGIES	08/30/18	36,290.00	
00727731	433702	QUANTUM WATER CONSULTING	08/30/18	7,320.00	
Fund Total				47,655.37	

County of Adams
Net Warrants by Fund Detail

27 Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727586	14189	RW BAYER & ASSOCIATES	08/28/18	100.00
00727651	669264	ENERGES SERVICES LLC	08/30/18	180,009.19
Fund Total				<u>180,109.19</u>

Net Warrants by Fund Detail

28Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727434	43143	ARVADA CITY OF	08/28/18	18,635.38
00727435	1080	AURORA CITY OF	08/28/18	432,650.21
00727437	43145	BENNETT TOWN OF	08/28/18	15,498.58
00727439	43146	BRIGHTON CITY OF	08/28/18	252,420.44
00727444	42425	COMMERCE CITY CITY OF	08/28/18	264,793.14
00727452	13456	FEDERAL HEIGHTS CITY OF	08/28/18	43,981.66
00727476	42881	NORTHGLENN CITY OF	08/28/18	188,288.93
00727489	37327	THORNTON CITY OF	08/28/18	577,414.78
00727497	301358	WESTMINSTER CITY OF	08/28/18	310,239.65
Fund Total				2,103,922.77

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727503	8801361	ADAMS COUNTY SHERIFF DEPT	08/28/18	5.00
00727504	8801361	ADAMS COUNTY SHERIFF DEPT	08/28/18	5.00
00727547	40843	LANGUAGE LINE SERVICES	08/28/18	145.96
00727576	371505	OLIVER LESLIE	08/28/18	35.75
00727588	538831	SANDOVAL GABRIELLA	08/28/18	15.75
00727611	31360	WESTMINSTER PRESBYTERIAN CHURC	08/28/18	2,180.32
00727612	59983	WESTMINSTER PUBLIC SCHOOLS	08/28/18	2,812.00
00727643	327914	CESCO LINGUISTIC SERVICE INC	08/30/18	89.49
00727686	327250	CINTAS CORPORATION NO 2	08/30/18	270.02
00727687	5078	COLO DEPT OF HUMAN SERVICES	08/30/18	56.00
00727698	555192	KROHM RON M	08/30/18	1,150.00
00727699	40323	L & N SUPPLY COMPANY INC	08/30/18	1,092.00
00727737	13770	SYSCO DENVER	08/30/18	13,229.95
Fund Total				21,087.24

County of Adams
Net Warrants by Fund Detail

34 Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727455	680061	GANTT SUSAN	08/28/18	187.00
00727502	258636	ADAMS COUNTY FOOD BANK	08/28/18	3,113.60
00727528	689894	ETHIOPIAN COMMUNITY DEVELOPMEN	08/28/18	2,013.01
00727536	44825	GROWING HOME INC	08/28/18	21,804.56
00727568	689895	NEW LEGACY CHARTER SCHOOL	08/28/18	4,226.75
Fund Total				31,344.92

County of Adams
Net Warrants by Fund Detail

35 Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727741	93203	ADAMS COUNTY EDUCATION CONSORT	08/31/18	2,500.00
00727742	255001	COPYCO QUALITY PRINTING INC	08/31/18	199.92
00727743	624145	MIRAMONTES KASSANDRA	08/31/18	20.00
00727744	357890	SCHAGER BRETT	08/31/18	22.00
00727745	740907	SCHMITZ NATHEN	08/31/18	50.00
Fund Total				2,791.92

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727453	591915	FISCHER DALE	08/28/18	1,951.50
00727475	582469	NORLOFF RICHARD W	08/28/18	16,141.50
00727519	2381	COLO ANALYTICAL LABORATORY	08/28/18	112.60
00727570	443757	NRG DGPV FUND 1 LLC	08/28/18	581.05
00727571	443757	NRG DGPV FUND 1 LLC	08/28/18	1,282.97
00727572	443757	NRG DGPV FUND 1 LLC	08/28/18	801.29
00727573	443757	NRG DGPV FUND 1 LLC	08/28/18	587.15
00727589	37110	SB PORTA BOWL RESTROOMS INC	08/28/18	40.00
00727591	49310	SOUTH PARK EMBROIDERY	08/28/18	124.02
00727604	80279	VERIZON WIRELESS	08/28/18	473.01
00727636	88281	ALBERTS WATER & WASTEWATER SER	08/30/18	3,000.00
Fund Total				25,095.09

County of Adams
Net Warrants by Fund Detail

Grand Total 4,140,298.87

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	VERIZON WIRELESS	00043	934093	315931	08/23/18	433.00
					Account Total	433.00
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	934089	315931	08/23/18	40.00
					Account Total	40.00
					Department Total	473.00

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	VERIZON WIRELESS	00043	934093	315931	08/23/18	40.01
					Account Total	40.01
	Transient Hanger Expense					
	FISCHER DALE	00043	933564	315365	08/16/18	1,951.50
	NORLOFF RICHARD W	00043	933565	315365	08/16/18	16,141.50
					Account Total	18,093.00
	Uniforms & Cleaning					
	SOUTH PARK EMBROIDERY	00043	934092	315931	08/23/18	124.02
					Account Total	124.02
					Department Total	18,257.03

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	934084	315931	08/23/18	581.05
	NRG DGPV FUND 1 LLC	00043	934085	315931	08/23/18	1,282.97
	NRG DGPV FUND 1 LLC	00043	934086	315931	08/23/18	801.29
	NRG DGPV FUND 1 LLC	00043	934088	315931	08/23/18	587.15
					Account Total	3,252.46
					Department Total	3,252.46

County of Adams
Vendor Payment Report

<u>3161</u>	<u>Animal Shelter</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	NEW BRANTNER DITCH COMPANY	00004	934055	315922	08/23/18	25,000.00
					Account Total	25,000.00
					Department Total	25,000.00

County of Adams
Vendor Payment Report

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	STREAM DESIGN LLC	00024	934095	315924	08/23/18	9,881.82
					Account Total	9,881.82
					Department Total	9,881.82

County of Adams
Vendor Payment Report

<u>2055</u>	<u>Control/Enforcement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	NORTHSIDE EMERGENCY PET CLINIC	00001	934252	316259	08/27/18	<u>200.00</u>
					Account Total	<u>200.00</u>
					Department Total	<u><u>200.00</u></u>

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	STAMP ROBERT	00001	933043	314633	08/08/18	450.00
					Account Total	450.00
	Mileage Reimbursements					
	VIS KELLY C	00001	933040	314633	08/08/18	5.18
					Account Total	5.18
					Department Total	455.18

County of Adams
Vendor Payment Report

<u>1043</u>	<u>CA- Social Services IV-D</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	McINTYRE LINDSAY E	00001	933039	314633	08/08/18	68.67
					Account Total	68.67
					Department Total	68.67

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ALEXANDER BRYCE	00001	933877	315810	08/22/18	235.44
	ANDERSON KENNETH	00001	933878	315810	08/22/18	13.08
	DANIELS MICHELLE K	00001	933879	315810	08/22/18	39.24
	FISHER JULIE	00001	933880	315810	08/22/18	433.82
	FISHER JULIE	00001	933881	315810	08/22/18	48.89
	KROENER AVELINA	00001	933882	315810	08/22/18	46.11
	SCHAREN DIANNA	00001	933883	315810	08/22/18	70.31
	STRAUCH KEVIN	00001	933884	315810	08/22/18	38.20
	TALLEY LORI	00001	933885	315810	08/22/18	47.74
					Account Total	972.83
					Department Total	972.83

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	933783	315697	08/17/18	3,113.60
	ETHIOPIAN COMMUNITY DEVELOPMEN	00034	933782	315697	08/20/18	2,013.01
	GROWING HOME INC	00034	933784	315697	08/17/18	21,804.56
	NEW LEGACY CHARTER SCHOOL	00034	933781	315697	08/17/18	4,226.75
					Account Total	31,157.92
	Travel & Transportation					
	GANTT SUSAN	00034	934267	316263	08/27/18	187.00
					Account Total	187.00
					Department Total	31,344.92

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933807	315710	08/21/18	53.25
					Account Total	53.25
	Mileage Reimbursements					
	DELGADO NICOLE	00001	934342	316356	08/28/18	71.72
	GLADER JONATHAN D	00001	933820	315710	08/21/18	51.80
	HERNANDEZ TIFFANI	00001	933822	315710	08/21/18	29.68
					Account Total	153.20
	Operating Supplies					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933807	315710	08/21/18	29.96
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933807	315710	08/21/18	26.88
					Account Total	56.84
	Other Professional Serv					
	DEPT OF FINANCE	00001	933815	315710	08/21/18	22.00
	DEPT OF FINANCE	00001	933816	315710	08/21/18	22.00
	DISTRICT COURT OF FIRST CIRCUIT	00001	934343	316356	08/28/18	20.00
	DISTRICT COURT OF FIRST CIRCUIT	00001	934344	316356	08/28/18	5.00
					Account Total	69.00
	Travel & Transportation					
	BABER ALLYSON R	00001	933817	315710	08/21/18	576.00
					Account Total	576.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933814	315710	08/21/18	25.38
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933814	315710	08/21/18	132.96
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933814	315710	08/21/18	109.28
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933814	315710	08/21/18	79.13
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	933814	315710	08/21/18	85.08
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	934341	316356	08/28/18	122.55
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	934341	316356	08/28/18	154.97
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	934341	316356	08/28/18	53.43
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	934341	316356	08/28/18	41.93
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	934341	316356	08/28/18	74.21
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	934341	316356	08/28/18	126.96
	CARLSON STONIE	00001	933850	315710	08/21/18	40.00

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	HORTON JEFFREY	00001	933852	315710	08/21/18	275.27
					Account Total	1,321.15
					Department Total	2,229.44

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	933951	315825	08/31/18	39.98
					Account Total	39.98
					Department Total	39.98

County of Adams
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ADAMS COUNTY EDUCATION CONSORT	00035	933948	315825	08/31/18	2,500.00
					Account Total	2,500.00
					Department Total	2,500.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	934270	316268	08/27/18	162.95
	A & E TIRE INC	00006	934271	316268	08/27/18	667.85
	A & E TIRE INC	00006	934272	316268	08/27/18	988.70
	A & E TIRE INC	00006	934273	316268	08/27/18	1,202.13
	A & E TIRE INC	00006	934274	316268	08/27/18	360.60
	A & E TIRE INC	00006	934275	316268	08/27/18	1,072.59
	A & E TIRE INC	00006	934276	316268	08/27/18	145.00
	ACS MANAGEMENT LLC	00006	934289	316339	08/28/18	3,000.00
	ACS MANAGEMENT LLC	00006	934289	316339	08/28/18	900.00
	ATLANTIC MACHINERY INC	00006	934290	316339	08/28/18	307,520.00
	FASTER ASSET SOLUTIONS	00006	934322	316339	08/28/18	6,468.30
	LARRY H MILLER FORD LAKEWOOD	00006	934077	315924	08/23/18	29,570.00
	SAM HILL OIL INC	00006	934387	316358	08/28/18	2,146.35
					Account Total	354,204.47
					Department Total	354,204.47

County of Adams
Vendor Payment Report

9241	Extension- Administration	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	ANDERSON CASSIE	00001	933723	315588	08/20/18	233.10
	GOURD THADDEUS	00001	933722	315588	08/20/18	156.96
					Account Total	390.06
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	933786	315699	08/21/18	35.00
					Account Total	35.00
					Department Total	425.06

County of Adams
Vendor Payment Report

<u>6031</u>	<u>Extension- Soil Conservation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	TUCKER JENNIFER	00001	933727	315588	08/20/18	409.02
					Account Total	409.02
					Department Total	409.02

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CAPPS MEGAN	00001	933753	315588	08/20/18	124.26
	HURDELBRINK JULIA	00001	933728	315588	08/20/18	103.55
	KIMMEL KENZIE NICOLE	00001	933743	315588	08/20/18	244.16
	MANN LACEY	00001	933730	315588	08/20/18	301.39
					Account Total	773.36
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	933787	315699	08/21/18	145.00
					Account Total	145.00
					Department Total	918.36

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	934061	315922	08/23/18	35.00
					Account Total	35.00
					Department Total	35.00

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	JOHNSON CARI	00001	934268	316263	08/27/18	12.21
	JOHNSON CARI	00001	934269	316263	08/27/18	29.05
					Account Total	41.26
					Department Total	41.26

County of Adams
Vendor Payment Report

<u>9115</u>	<u>Fleet- Strasbrg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	WELP VENCIL	00006	934011	315831	08/22/18	72.88
					Account Total	72.88
					Department Total	72.88

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	934062	315924	08/23/18	3,000.00
					Account Total	3,000.00
					Department Total	3,000.00

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	934408	316375	08/28/18	14,731.55
	IC CHAMBERS LP	00001	934052	315922	08/23/18	6,586.82
	WESTAR REAL PROPERTY SERVICES	00001	934049	315922	08/23/18	14,706.36
					Account Total	36,024.73
	Consultant Services					
	LEWIS HIMES ASSOCIATES INC	00001	934048	315922	08/23/18	1,850.00
					Account Total	1,850.00
	Gas & Electricity					
	Energy Cap Bill ID=8733	00001	934318	316346	08/10/18	224.65
					Account Total	224.65
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	200.00
					Account Total	200.00
					Department Total	38,299.38

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8732	00001	934312	316346	08/07/18	1,557.19
	Energy Cap Bill ID=8742	00001	934313	316346	08/09/18	61.18
					Account Total	1,618.37
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	80.00
					Account Total	80.00
					Department Total	1,698.37

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	40.00
					Account Total	40.00
					Department Total	40.00

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	60.00
					Account Total	60.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8740	00001	934305	316346	08/13/18	517.60
					Account Total	517.60
					Department Total	577.60

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	60.00
					Account Total	60.00
					Department Total	60.00

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8731	00050	934320	316346	07/26/18	42.98
					Account Total	42.98
	Maintenance Contracts					
	AAA PEST PROS	00050	934061	315922	08/23/18	40.00
					Account Total	40.00
					Department Total	82.98

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	DISCOUNT PLUMBING SERVICES INC	00001	934409	316375	08/28/18	2,293.00
	TRANE US INC	00001	934060	315922	08/23/18	559.00
					Account Total	2,852.00
	Gas & Electricity					
	Energy Cap Bill ID=8743	00001	934315	316346	08/08/18	2,914.00
	Energy Cap Bill ID=8744	00001	934316	316346	08/08/18	35,492.00
					Account Total	38,406.00
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	145.00
	SUMMIT LABORATORIES INC	00001	934053	315922	08/23/18	480.00
	SUMMIT LABORATORIES INC	00001	934411	316375	08/28/18	480.00
					Account Total	1,105.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8745	00001	934317	316346	08/10/18	14,417.83
					Account Total	14,417.83
					Department Total	56,780.83

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8734	00001	934308	316346	08/13/18	24.24
	Energy Cap Bill ID=8735	00001	934309	316346	08/13/18	45.65
	Energy Cap Bill ID=8736	00001	934310	316346	08/13/18	45.65
	Energy Cap Bill ID=8738	00001	934311	316346	08/13/18	2,192.04
					Account Total	2,307.58
					Department Total	2,467.58

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	50.00
					Account Total	50.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8741	00001	934306	316346	08/04/18	1,286.68
					Account Total	1,286.68
					Department Total	1,336.68

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	PPS	00001	934412	316375	08/28/18	200.00
					Account Total	200.00
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	110.00
	SUMMIT LABORATORIES INC	00001	934058	315922	08/23/18	410.00
					Account Total	520.00
	Repair & Maint Supplies					
	AUTOMATED BUILDING SOLUTIONS I	00001	934059	315922	08/23/18	2,200.00
					Account Total	2,200.00
					Department Total	2,920.00

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	433.00
					Account Total	433.00
	Repair & Maint Supplies					
	WESTERN DETENTION	00001	934057	315922	08/23/18	1,772.66
					Account Total	1,772.66
					Department Total	2,205.66

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	40.00
					Account Total	40.00
					Department Total	40.00

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	119.00
	COLO DEPT OF LABOR & EMPLOYME	00001	934414	316385	08/28/18	30.00
					Account Total	149.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8739	00001	934314	316346	08/13/18	4,519.92
					Account Total	4,519.92
					Department Total	4,668.92

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	55.00
					Account Total	55.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8737	00001	934307	316346	08/04/18	1,089.36
					Account Total	1,089.36
					Department Total	1,144.36

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	55.00
					Account Total	55.00
					Department Total	55.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Cash Over/Short					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	934341	316356	08/28/18	.10-
					Account Total	.10-
	Received not Vouchered Clrg					
	iHEART MEDIA	00001	934071	315924	08/23/18	1,900.00
	iHEART MEDIA	00001	934072	315924	08/23/18	2,040.00
	iHEART MEDIA	00001	934356	316358	08/28/18	2,960.00
	iHEART MEDIA	00001	934357	316358	08/28/18	300.00
	iHEART MEDIA	00001	934358	316358	08/28/18	1,060.00
	iHEART MEDIA	00001	934358	316358	08/28/18	2,040.00
	ALL PRO CEMENT INC	00001	934287	316339	08/28/18	4,200.00
	ALL PRO CEMENT INC	00001	934288	316339	08/28/18	24,750.00
	ALLIED UNIVERSAL SECURITY SERV	00001	934014	315713	08/22/18	17,898.42
	ALLIED UNIVERSAL SECURITY SERV	00001	934286	316339	08/28/18	1,667.70
	CHEMATOX LABORATORY INC	00001	934015	315713	08/22/18	255.00
	CODE 4 SECURITY SERVICES LLC	00001	934302	316339	08/28/18	5,714.88
	COPYCO QUALITY PRINTING INC	00001	934016	315713	08/22/18	15,750.00
	COPYCO QUALITY PRINTING INC	00001	934017	315713	08/22/18	3,000.00
	COX RANCH ORIGINALS	00001	934019	315713	08/22/18	2,378.00
	DENTONS US LLP	00001	934303	316339	08/28/18	10,500.00
	FOUND MY KEYS	00001	934020	315713	08/22/18	1,040.00
	GROUNDS SERVICE COMPANY	00001	934324	316339	08/28/18	180.00
	GROUNDS SERVICE COMPANY	00001	934325	316339	08/28/18	539.00
	GROUNDS SERVICE COMPANY	00001	934326	316339	08/28/18	262.50
	GROUNDS SERVICE COMPANY	00001	934327	316339	08/28/18	240.00
	GROUNDS SERVICE COMPANY	00001	934328	316339	08/28/18	168.00
	HCL ENGINEERING & SURVEYING LL	00001	934353	316358	08/28/18	10,936.20
	HCL ENGINEERING & SURVEYING LL	00001	934354	316358	08/28/18	13,375.00
	HEART SMART.COM	00001	934119	316096	08/24/18	9,065.00
	HIE CONSULTING ENGINEERS	00001	934350	316358	08/28/18	2,500.00
	HIGH COUNTRY BEVERAGE	00001	934355	316358	08/28/18	4,984.00
	HIGH COUNTRY BEVERAGE	00001	934405	316358	08/28/18	1,725.55
	HIGH COUNTRY BEVERAGE	00001	934405	316358	08/28/18	16.00
	HIGH COUNTRY BEVERAGE	00001	934405	316358	08/28/18	164.00
	HILL'S PET NUTRITION SALES INC	00001	934351	316358	08/28/18	768.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	HLP INC	00001	934352	316358	08/28/18	4,800.00
	IDEMIA IDENTITY & SECUIRTY USA	00001	934120	316096	08/24/18	4,722.00
	JAY O'DAY INC	00001	933809	315713	08/21/18	3,115.20
	JAY O'DAY INC	00001	933809	315713	08/21/18	41.60
	KENNY ELECTRIC SERVICE INC	00001	934021	315713	08/22/18	81.56
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	890.07
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	853.96
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	693.85
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	1,040.77
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	1,207.53
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	274.72
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	392.91
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	387.01
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	635.16
	KORBY LANDSCAPE LLC	00001	934359	316358	08/28/18	386.17
	KUSA	00001	934281	316339	08/28/18	4,620.00
	KUSA	00001	934281	316339	08/28/18	2,380.00
	KUSA	00001	934283	316339	08/28/18	8,000.00
	KUSA	00001	934285	316339	08/28/18	6,700.00
	LEXIS NEXIS MATTHEW BENDER	00001	934023	315713	08/22/18	2,072.99
	MOUNTAIN STATES IMAGING LLC	00001	934362	316358	08/28/18	363.28
	MWI VETERINARY SUPPLY CO	00001	934363	316358	08/28/18	1,479.76
	MWI VETERINARY SUPPLY CO	00001	934364	316358	08/28/18	179.29
	MWI VETERINARY SUPPLY CO	00001	934365	316358	08/28/18	2,210.03
	MWI VETERINARY SUPPLY CO	00001	934366	316358	08/28/18	290.99
	MWI VETERINARY SUPPLY CO	00001	934367	316358	08/28/18	105.69
	MWI VETERINARY SUPPLY CO	00001	934368	316358	08/28/18	583.81
	MWI VETERINARY SUPPLY CO	00001	934369	316358	08/28/18	18.81
	MWI VETERINARY SUPPLY CO	00001	934370	316358	08/28/18	260.60
	MWI VETERINARY SUPPLY CO	00001	934371	316358	08/28/18	6,237.50
	PARTY TIME RENTAL INC	00001	934372	316358	08/28/18	50,235.60
	PARTY TIME RENTAL INC	00001	934373	316358	08/28/18	200.00
	PATTERSON VETERINARY SUPPLY IN	00001	934374	316358	08/28/18	312.33
	PATTERSON VETERINARY SUPPLY IN	00001	934375	316358	08/28/18	31.47
	PATTERSON VETERINARY SUPPLY IN	00001	934376	316358	08/28/18	82.43
	PATTERSON VETERINARY SUPPLY IN	00001	934377	316358	08/28/18	548.96

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	PATTERSON VETERINARY SUPPLY IN	00001	934377	316358	08/28/18	202.84
	PATTERSON VETERINARY SUPPLY IN	00001	934378	316358	08/28/18	451.00
	PRO TECH COMPUTER SYSTEMS INC	00001	934026	315713	08/22/18	36,403.00
	PRO TECH COMPUTER SYSTEMS INC	00001	934028	315713	08/22/18	7,185.00
	PRUDENTIAL OVERALL SUPPLY	00001	934379	316358	08/28/18	78.70
	PRUDENTIAL OVERALL SUPPLY	00001	934380	316358	08/28/18	78.70
	PRUDENTIAL OVERALL SUPPLY	00001	934381	316358	08/28/18	78.70
	PRUDENTIAL OVERALL SUPPLY	00001	934382	316358	08/28/18	78.70
	PRUDENTIAL OVERALL SUPPLY	00001	934383	316358	08/28/18	78.70
	PUBLICATION PRINTERS	00001	934384	316358	08/28/18	13,817.67
	ROADRUNNER PHARMACY INCORPORAT	00001	934386	316358	08/28/18	242.96
	ROADRUNNER PHARMACY INCORPORAT	00001	934386	316358	08/28/18	245.57
	ROCKY MTN MICROFILM & IMAGING	00001	934030	315713	08/22/18	5,000.00
	ROCKY MTN MICROFILM & IMAGING	00001	934030	315713	08/22/18	798.00
	ROCKY MTN MICROFILM & IMAGING	00001	934030	315713	08/22/18	200.00
	SAFEWARE INC	00001	934149	316096	08/24/18	224.00
	SAFEWARE INC	00001	934149	316096	08/24/18	16.00
	SCHULTZ PUBLIC AFFAIRS LLC	00001	934388	316358	08/28/18	4,333.33
	STATE OF COLORADO	00001	934389	316358	08/28/18	4,020.17
	STATE OF COLORADO	00001	934390	316358	08/28/18	1,884.77
	SYSTEMS GROUP	00001	934391	316358	08/28/18	200.00
	T&G PECOS LLC	00001	934121	316096	08/24/18	1,800.00
	TOSHIBA FINANCIAL SERVICES	00001	934138	316096	08/24/18	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	934138	316096	08/24/18	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	934138	316096	08/24/18	74.12
	TOSHIBA FINANCIAL SERVICES	00001	934138	316096	08/24/18	1,050.52
	TOSHIBA FINANCIAL SERVICES	00001	934138	316096	08/24/18	113.32
	TYGRETT DEBRA R	00001	934139	316096	08/24/18	123.00
	TYGRETT DEBRA R	00001	934139	316096	08/24/18	209.00
	WESTERN PAPER DISTRIBUTORS	00001	934140	316096	08/24/18	9,625.00
	WESTERN PAPER DISTRIBUTORS	00001	934141	316096	08/24/18	875.00
	WILBUR-ELLIS COMPANY LLC	00001	934401	316358	08/28/18	1,593.60
	WILBUR-ELLIS COMPANY LLC	00001	934402	316358	08/28/18	2,770.00
	WIRELESS ADVANCED COMMUNICATIO	00001	934032	315713	08/22/18	1,002.08
	WRIGHTWAY INDUSTRIES INC	00001	934400	316358	08/28/18	856.00
Account Total						348,672.05

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Department Total	<u>348,671.95</u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grounds Maintenance					
	ACUITY SPECIALTY PRODUCTS INC	00005	934330	316351	08/28/18	129.70
					Account Total	129.70
	Vehicle Parts & Supplies					
	INTERSTATE BATTERY OF ROCKIES	00005	934331	316351	08/28/18	34.95
	L L JOHNSON DIST	00005	934332	316351	08/28/18	328.62
	L L JOHNSON DIST	00005	934333	316351	08/28/18	522.14
	L L JOHNSON DIST	00005	934334	316351	08/28/18	982.51
					Account Total	1,868.22
					Department Total	1,997.92

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DAVIS GRAHAM & STUBBS LLP	00001	933045	314633	08/08/18	5,923.50
					Account Total	5,923.50
					Department Total	5,923.50

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	934298	316339	08/28/18	89.49
	SYSCO DENVER	00031	934392	316358	08/28/18	304.10
	SYSCO DENVER	00031	934393	316358	08/28/18	3,530.52
	SYSCO DENVER	00031	934394	316358	08/28/18	203.79
	SYSCO DENVER	00031	934395	316358	08/28/18	738.61
	SYSCO DENVER	00031	934396	316358	08/28/18	625.42
	SYSCO DENVER	00031	934397	316358	08/28/18	2,474.01
	SYSCO DENVER	00031	934398	316358	08/28/18	3,747.06
	SYSCO DENVER	00031	934399	316358	08/28/18	1,606.44
					Account Total	13,319.44
					Department Total	13,319.44

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	125.00
					Account Total	125.00
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	934050	315922	08/23/18	12,252.00
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	934051	315922	08/23/18	12,252.00
					Account Total	24,504.00
					Department Total	24,629.00

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	933791	315703	08/21/18	2,180.32
	WESTMINSTER PUBLIC SCHOOLS	00031	933793	315703	08/21/18	2,812.00
					Account Total	4,992.32
	Education & Training					
	KROHM RON M	00031	934206	316231	08/27/18	1,150.00
					Account Total	1,150.00
	Interpreting Services					
	LANGUAGE LINE SERVICES	00031	933790	315703	08/21/18	145.96
					Account Total	145.96
	Mileage Reimbursements					
	OLIVER LESLIE	00031	933794	315704	08/21/18	35.75
	SANDOVAL GABRIELLA	00031	933803	315704	08/21/18	15.75
					Account Total	51.50
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	934202	316231	08/27/18	135.01
	CINTAS CORPORATION NO 2	00031	934203	316231	08/27/18	135.01
	L & N SUPPLY COMPANY INC	00031	934207	316231	08/27/18	1,092.00
					Account Total	1,362.02
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	933788	315703	08/21/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	933789	315703	08/21/18	5.00
	COLO DEPT OF HUMAN SERVICES	00031	934204	316231	08/27/18	56.00
					Account Total	66.00
					Department Total	7,767.80

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	934292	316339	08/28/18	8,648.00
	CAREHERE LLC	00019	934292	316339	08/28/18	9,333.00
	CAREHERE LLC	00019	934293	316339	08/28/18	8,648.00
	CAREHERE LLC	00019	934293	316339	08/28/18	9,333.00
	CAREHERE LLC	00019	934294	316339	08/28/18	3,664.50
	CAREHERE LLC	00019	934295	316339	08/28/18	260.11
	CAREHERE LLC	00019	934295	316339	08/28/18	2,011.26
	CAREHERE LLC	00019	934295	316339	08/28/18	847.72
	CAREHERE LLC	00019	934295	316339	08/28/18	14,203.72
	CAREHERE LLC	00019	934296	316339	08/28/18	27.60
	CAREHERE LLC	00019	934296	316339	08/28/18	311.40
	CAREHERE LLC	00019	934296	316339	08/28/18	4,178.58
	CAREHERE LLC	00019	934296	316339	08/28/18	1,199.00
	CAREHERE LLC	00019	934296	316339	08/28/18	21,724.75
	COLO FRAME & SUSPENSION	00019	934299	316339	08/28/18	4,121.25
	COLO FRAME & SUSPENSION	00019	934300	316339	08/28/18	7,251.42
	COLO FRAME & SUSPENSION	00019	934301	316339	08/28/18	7,310.12
	FACTORY MOTOR PARTS	00019	934068	315924	08/23/18	211.71
	JOE'S TOWING & RECOVERY	00019	934076	315924	08/23/18	88.00
	LEONARD KELLY K	00019	934349	316358	08/28/18	287.18
	MILE HIGH FITNESS	00019	934361	316358	08/28/18	1,920.00
					Account Total	105,580.32
					Department Total	105,580.32

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Prop Claims-Under Deduct					
	W L CONTRACTORS INC	00019	933044	314633	08/08/18	15,677.70
					Account Total	15,677.70
					Department Total	15,677.70

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	934047	315920	08/23/18	191.05
					Account Total	191.05
					Department Total	191.05

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	934056	315922	08/23/18	55.43
					Account Total	55.43
	Improv Other Than Bldgs					
	ENERGES SERVICES LLC	00027	934346	316357	08/28/18	.01
					Account Total	.01
	Operating Supplies					
	RW BAYER & ASSOCIATES	00027	934013	315813	08/22/18	100.00
					Account Total	100.00
					Department Total	155.44

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ENERGES SERVICES LLC	00027	934346	316357	08/28/18	126,624.50
	ENERGES SERVICES LLC	00027	934347	316357	08/28/18	62,858.85
					Account Total	189,483.35
	Retainages Payable					
	ENERGES SERVICES LLC	00027	934346	316357	08/28/18	6,331.23-
	ENERGES SERVICES LLC	00027	934347	316357	08/28/18	3,142.94-
					Account Total	9,474.17-
					Department Total	180,009.18

County of Adams
Vendor Payment Report

<u>6203</u>	<u>Open Space Tax- Cities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00028	933752	315598	08/20/18	18,635.38
	AURORA CITY OF	00028	933744	315598	08/20/18	432,650.21
	BENNETT TOWN OF	00028	933745	315598	08/20/18	15,498.58
	BRIGHTON CITY OF	00028	933746	315598	08/20/18	252,420.44
	COMMERCE CITY CITY OF	00028	933747	315598	08/20/18	264,793.14
	FEDERAL HEIGHTS CITY OF	00028	933748	315598	08/20/18	43,981.66
	NORTHGLENN CITY OF	00028	933749	315598	08/20/18	188,288.93
	THORNTON CITY OF	00028	933751	315598	08/20/18	577,414.78
	WESTMINSTER CITY OF	00028	933750	315598	08/20/18	310,239.65
					Account Total	2,103,922.77
					Department Total	2,103,922.77

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COMMERCIAL CLEANING SYSTEMS	00001	934410	316375	08/28/18	580.00
	DISCOUNT PLUMBING SERVICES INC	00001	934415	316386	08/28/18	29,780.00
	THYSSENKRUPP ELEVATOR CORP	00001	934054	315922	08/23/18	419.36
					Account Total	30,779.36
	Gas & Electricity					
	Energy Cap Bill ID=8730	00001	934319	316346	08/03/18	695.34
					Account Total	695.34
	Maintenance Contracts					
	AAA PEST PROS	00001	934061	315922	08/23/18	395.00
					Account Total	395.00
	Repair & Maint Supplies					
	MOUNTAIN STATES LIGHTING LLC	00001	934413	316375	08/28/18	2,040.00
					Account Total	2,040.00
					Department Total	33,909.70

County of Adams
Vendor Payment Report

1015	People & Culture - Admin	Fund	Voucher	Batch No	GL Date	Amount
	Tuition Reimbursement					
	CORTEZ MENDEZ VERONICA	00001	934105	315969	08/23/18	761.29
	MILLER HAMID OLIVIA	00001	934106	315969	08/23/18	1,126.54
	MILLER HAMID OLIVIA	00001	934107	315969	08/23/18	771.26
	SANDOVAL THANE	00001	934108	315969	08/23/18	336.75
	SAWYER JEREMY	00001	934109	315969	08/23/18	997.70
					Account Total	3,993.54
					Department Total	3,993.54

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	DITCH AND RESERVOIR COMPANY AL	00001	933785	315699	08/21/18	250.00
					Account Total	250.00
	Special Assessment Payments					
	MURRAY FARMS INC	00001	933888	315813	08/22/18	4,900.00
					Account Total	4,900.00
					Department Total	5,150.00

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	WALTERS BERNARD D & JUDY E	00001	933887	315813	08/22/18	900.00
					Account Total	900.00
	Liquor Purchases					
	BIG CHOICE BREWING	00001	933886	315813	08/22/18	280.00
					Account Total	280.00
	Mileage Reimbursements					
	HAMRICK LAUREN	00001	933725	315588	08/20/18	46.43
	LIM CARLENA	00001	933726	315588	08/20/18	33.95
					Account Total	80.38
	Regional Park Rentals					
	CORREA ANTONIO	00001	933759	315601	08/20/18	75.00
	GIDEON DONNA	00001	933756	315601	08/20/18	75.00
	HERRERA LAURA	00001	933761	315601	08/20/18	75.00
	LUNA DIANA	00001	933763	315601	08/20/18	75.00
	MORTON DON	00001	933754	315601	08/20/18	75.00
	POOLE SHANNON	00001	933757	315601	08/20/18	75.00
	REYES AMY	00001	933760	315601	08/20/18	75.00
	RODRIGUEZ ANGELES	00001	933762	315601	08/20/18	75.00
	TIMBERLINE BASSET HOUND CLUB	00001	933755	315601	08/20/18	75.00
	VISUAL INTEREST	00001	933764	315601	08/20/18	150.00
					Account Total	825.00
	Uniforms & Cleaning					
	BRANDED IMAGE APPAREL	00001	933708	315517	08/17/18	2,834.00
	BRANDED IMAGE APPAREL	00001	933709	315517	08/17/18	3,500.00
					Account Total	6,334.00
					Department Total	8,419.38

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PEDRUCCI MARC R	00001	933724	315588	08/20/18	135.87
	PEDRUCCI MARC R	00001	933729	315588	08/20/18	88.62
					Account Total	224.49
					Department Total	224.49

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ENVIROTECH SERVICES INC	00013	934064	315924	08/23/18	30,459.00
	EP&A ENVIROTAC INC	00013	934066	315924	08/23/18	35,997.50
	EP&A ENVIROTAC INC	00013	934066	315924	08/23/18	17,998.75
	EP&A ENVIROTAC INC	00013	934066	315924	08/23/18	2,885.00
	EP&A ENVIROTAC INC	00013	934066	315924	08/23/18	2,885.00
	EP&A ENVIROTAC INC	00013	934067	315924	08/23/18	2,885.00
	EP&A ENVIROTAC INC	00013	934067	315924	08/23/18	35,997.50
	GMCO CORPORATION	00013	934069	315924	08/23/18	15,326.35
	GMCO CORPORATION	00013	934070	315924	08/23/18	114,442.10
	JK TRANSPORTS INC	00013	934073	315924	08/23/18	50,307.25
	JK TRANSPORTS INC	00013	934074	315924	08/23/18	3,293.00
	JK TRANSPORTS INC	00013	934075	315924	08/23/18	9,300.50
	OUTTA CONTROL DESIGNS	00013	934078	315924	08/23/18	3,930.22
	POWER SCREENING INC	00013	934079	315924	08/23/18	25,000.00
	ROADSAFE TRAFFIC SYSTEMS	00013	934080	315924	08/23/18	42,760.76
	W L CONTRACTORS INC	00013	934091	315924	08/23/18	5,933.98
	WAYNE A MITCHELL LLC	00013	934090	315924	08/23/18	5,729.85
					Account Total	405,131.76
					Department Total	405,131.76

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	111.79
					Account Total	111.79
					Department Total	111.79

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	5.72
					Account Total	5.72
	Sheriff Academy Fees					
	RED ROCKS COMMUNITY COLLEGE	00001	933223	314874	08/10/18	237,331.50
					Account Total	237,331.50
					Department Total	237,337.22

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Concealed Handgun Permit Fees					
	VANG JIM	00001	934156	316119	08/24/18	100.00
					Account Total	100.00
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	178.79
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	51.98
					Account Total	230.77
	Mileage Reimbursements					
	FORSMAN KARSON	00001	934155	316119	08/24/18	44.69
					Account Total	44.69
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	934151	316119	08/24/18	176.01
	COUNTY SHERIFFS OF COLO	00001	933213	314874	08/10/18	1,000.00
	E470 PUBLIC HIGHWAY AUTHORITY	00001	934165	316119	08/24/18	16.90
					Account Total	1,192.91
	Other Communications					
	VERIZON WIRELESS	00001	933718	315519	08/17/18	652.58
	VERIZON WIRELESS	00001	933718	315519	08/17/18	266.94
					Account Total	919.52
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	933212	314874	08/10/18	240.00
	LADWIG MICHAEL V MD PC	00001	933217	314874	08/10/18	120.00
	LADWIG MICHAEL V MD PC	00001	933218	314874	08/10/18	990.00
					Account Total	1,350.00
	Public Relations					
	CASA	00001	933210	314874	08/10/18	2,500.00
					Account Total	2,500.00
	Travel & Transportation					
	ATKINS RICHARD H	00001	934150	316119	08/24/18	177.00
					Account Total	177.00
					Department Total	6,514.89

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	933718	315519	08/17/18	198.65
					Account Total	198.65
	Sheriff's Fees					
	ACCOUNT BROKERS OF LARIMER COU	00001	933674	315512	08/17/18	19.00
	ACCOUNT BROKERS OF LARIMER COU	00001	933675	315512	08/17/18	19.00
	ARMSTRONG DAVID	00001	933889	315808	08/22/18	19.00
	ARMSTRONG DAVID	00001	933890	315808	08/22/18	19.00
	BECKENSTRATER GRIFFIN MILDRED	00001	933891	315808	08/22/18	19.00
	BELTRAN AILENE TRONCOSO	00001	933892	315808	08/22/18	19.00
	BLACK JEFFREY M	00001	933893	315808	08/22/18	19.00
	BOLSTAD KIMBERLY T	00001	933894	315808	08/22/18	19.00
	BRAX MATTHEW J	00001	933895	315808	08/22/18	19.00
	BURNS JENNIFER LYNN	00001	933676	315512	08/17/18	19.00
	CAMPOS HELEN	00001	933896	315808	08/22/18	19.00
	CHAPMAN WILLIE LEE	00001	933897	315808	08/22/18	19.00
	CHAVEZ VELAZQUEZ MARIANA	00001	933986	315808	08/22/18	19.00
	CONTINENTAL COLLECTION AGENCY	00001	933677	315512	08/17/18	29.00
	DEAGUERO SOPHIA RENE	00001	933898	315808	08/22/18	19.00
	DEPARTMENT OF LABOR AND EMPLOY	00001	933874	315808	08/22/18	19.00
	DIAZ ABIGAIL VERONICA	00001	933899	315808	08/22/18	19.00
	ELLIOT LEGAL INVESTIGATIONS	00001	933900	315808	08/22/18	15.00
	FRANCY LAW FIRM	00001	933679	315512	08/17/18	19.00
	FRONT RANGE LEGAL PROCESS SERV	00001	933680	315512	08/17/18	19.00
	GANDARA DELGADO JOSEFINA	00001	933901	315808	08/22/18	147.00
	GIRSH AND ROTTMAN	00001	933681	315512	08/17/18	19.00
	GOMEZ GOMEZ JOSE L	00001	933902	315808	08/22/18	19.00
	GREGORY LAW OFFICE	00001	933903	315808	08/22/18	19.00
	GURULE JAMES R	00001	933904	315808	08/22/18	19.00
	GUTIERREZ LUIS FELIPE	00001	933905	315808	08/22/18	19.00
	HANNON ROBIN CHRISTINE	00001	933906	315808	08/22/18	19.00
	HINDMANSANCHEZ	00001	933682	315512	08/17/18	34.00
	HINDMANSANCHEZ	00001	933690	315512	08/17/18	19.00
	HINDMANSANCHEZ	00001	933875	315808	08/22/18	19.00
	HOLST AND BOETTCHER	00001	933683	315512	08/17/18	19.00

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	HOLST AND BOETTCHER	00001	933684	315512	08/17/18	19.00
	HOLST AND BOETTCHER	00001	933685	315512	08/17/18	19.00
	HOLST AND BOETTCHER	00001	933686	315512	08/17/18	19.00
	HOLST AND BOETTCHER	00001	933687	315512	08/17/18	19.00
	JANEWAY LAW FIRM PC	00001	933688	315512	08/17/18	19.00
	KOJIMA ZAKARY	00001	933907	315808	08/22/18	19.00
	LAW OFFICES OF RODGER C DALEY	00001	933689	315512	08/17/18	19.00
	LETTIG CHAUNTAY	00001	933908	315808	08/22/18	39.00
	LINEBARGER, GOGGAN, BLAIR & SA	00001	933691	315512	08/17/18	19.00
	LUDWIG KATHLEEN	00001	933692	315512	08/17/18	66.00
	MACHOL & JOHANNES, LLC	00001	933693	315512	08/17/18	19.00
	MACHOL & JOHANNES, LLC	00001	933694	315512	08/17/18	19.00
	MACHOL & JOHANNES, LLC	00001	933695	315512	08/17/18	19.00
	MACHOL & JOHANNES, LLC	00001	933696	315512	08/17/18	19.00
	MACHOL & JOHANNES, LLC	00001	933697	315512	08/17/18	19.00
	MACHOL & JOHANNES, LLC	00001	933698	315512	08/17/18	19.00
	MARTIN PRINGLE ATTORNEYS AT LA	00001	933699	315512	08/17/18	19.00
	MARTINEZ LUIS ALBERTO	00001	933973	315808	08/22/18	19.00
	MASON COUNTY STATE ATTORNEY	00001	933974	315808	08/22/18	19.00
	MOELLER GRAF PC	00001	933700	315512	08/17/18	19.00
	MOORE LAW GROUP APC	00001	933701	315512	08/17/18	19.00
	MOUNTAIN WEST LAW GROUP, P.C.	00001	933702	315512	08/17/18	19.00
	NGEWEBWA MPUTU D	00001	933975	315808	08/22/18	19.00
	NUNEZ EVELYN	00001	933976	315808	08/22/18	19.00
	OLD DOMINION MANAGEMENT	00001	933703	315512	08/17/18	66.00
	PHS RENT LLC	00001	933977	315808	08/22/18	66.00
	PROCESS SERVICE OF WYOMING INC	00001	933704	315512	08/17/18	19.00
	PROCESS SERVICE OF WYOMING INC	00001	933705	315512	08/17/18	19.00
	RAMOS LAW	00001	933987	315808	08/22/18	19.00
	RAY HEAVEN CHANTEL	00001	933978	315808	08/22/18	19.00
	RISEN ALLYN HAMILTON	00001	933979	315808	08/22/18	19.00
	RONEY LAW FIRM	00001	933980	315808	08/22/18	19.00
	SANCHEZ TONY	00001	933876	315808	08/22/18	19.00
	SCOHY JULIE	00001	933988	315808	08/22/18	53.00
	STEELE T	00001	933981	315808	08/22/18	66.00
	SUDIA MICHAEL T	00001	933982	315808	08/22/18	19.00

Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	THE DUPONT LAW FIRM	00001	933678	315512	08/17/18	31.00
	THE LAW OFFICES OF OSCAR TREVI	00001	933989	315808	08/22/18	19.00
	TOP HAT FILE AND SERVE	00001	933706	315512	08/17/18	19.00
	TURNER SANDRA L	00001	933983	315808	08/22/18	66.00
	UNITED BUILDERS SERVICE	00001	933984	315808	08/22/18	19.00
	VAUSE HOLLY	00001	933990	315808	08/22/18	19.00
	VILLALPANDO SIMON	00001	933985	315808	08/22/18	19.00
	WESTERN CONTROL SERVICES, INC.	00001	933707	315512	08/17/18	19.00
					Account Total	1,875.00
					Department Total	2,073.65

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	104.65
					Account Total	104.65
	Other Professional Serv					
	CESCO LINGUISTIC SERVICE INC	00001	933211	314874	08/10/18	341.42
	METRO TRANSPORTATION PLANNING	00001	933221	314874	08/10/18	435.30
					Account Total	776.72
					Department Total	881.37

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	154.40
					Account Total	154.40
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	934163	316119	08/24/18	104.14
					Account Total	104.14
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	933214	314874	08/10/18	252.85
	E470 PUBLIC HIGHWAY AUTHORITY	00001	934165	316119	08/24/18	11.70
					Account Total	264.55
	Other Communications					
	VERIZON WIRELESS	00001	933226	314874	08/10/18	1,456.53
	VERIZON WIRELESS	00001	934153	316119	08/24/18	1,454.25
					Account Total	2,910.78
	Other Professional Serv					
	COLO MEDICAL WASTE INC	00001	934152	316119	08/24/18	332.00
					Account Total	332.00
	Travel & Transportation					
	MITCHEL JENNIFER	00001	933713	315519	08/17/18	348.00
					Account Total	348.00
					Department Total	4,113.87

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	689.36
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	155.90
					Account Total	845.26
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	934163	316119	08/24/18	317.34
					Account Total	317.34
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	934165	316119	08/24/18	93.60
	E470 PUBLIC HIGHWAY AUTHORITY	00001	934165	316119	08/24/18	30.00
	SUMMIT FOOD SERVICE LLC	00001	933715	315519	08/17/18	103.54
	SUMMIT FOOD SERVICE LLC	00001	933716	315519	08/17/18	299.35
					Account Total	526.49
	Other Communications					
	VERIZON WIRELESS	00001	933718	315519	08/17/18	304.66
					Account Total	304.66
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	933212	314874	08/10/18	480.00
					Account Total	480.00
					Department Total	2,473.75

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	933718	315519	08/17/18	29.25
					Account Total	29.25
					Department Total	29.25

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	933718	315519	08/17/18	174.46
					Account Total	174.46
					Department Total	174.46

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	89.12
					Account Total	89.12
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	934163	316119	08/24/18	195.16
					Account Total	195.16
	Membership Dues					
	PUBLIC SAFETY SOFTWARE GROUP	00001	933714	315519	08/17/18	534.00
					Account Total	534.00
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	934165	316119	08/24/18	5.20
					Account Total	5.20
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	933219	314874	08/10/18	103.81
	VERIZON WIRELESS	00001	933718	315519	08/17/18	859.57
					Account Total	963.38
	Other Professional Serv					
	COLO DEPT OF AGRICULTURE	00001	933710	315519	08/17/18	55.00
					Account Total	55.00
	Travel & Transportation					
	BITTERMAN JOHN	00001	933207	314874	08/10/18	204.00
	BROOKMAN RICHARD A	00001	933208	314874	08/10/18	68.00
	BROOKS CLIFFORD A	00001	933209	314874	08/10/18	68.00
	GRIMES RUSS	00001	933215	314874	08/10/18	68.00
	HANNAH ROBERT	00001	933216	314874	08/10/18	68.00
	HANSON SARA M	00001	933712	315519	08/17/18	68.00
	MCCORMICK ANDREW	00001	933220	314874	08/10/18	68.00
	OLIVAS LEROY	00001	933222	314874	08/10/18	68.00
	SMALLEY KARLAND H	00001	933224	314874	08/10/18	317.00
	TEMPLE MITCHELL A	00001	933225	314874	08/10/18	68.00
					Account Total	1,065.00
					Department Total	2,906.86

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	105.68
					Account Total	105.68
	Extraditions					
	WORLD CONNECTIONS TRAVEL	00001	933717	315519	08/17/18	2,814.00
					Account Total	2,814.00
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	934163	316119	08/24/18	41.00
					Account Total	41.00
	Operating Supplies					
	FIRST CHOICE COFFEE SERVICES	00001	934154	316119	08/24/18	139.15
					Account Total	139.15
	Other Communications					
	VERIZON WIRELESS	00001	933718	315519	08/17/18	40.01
					Account Total	40.01
					Department Total	3,139.84

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	934164	316119	08/24/18	32.51
					Account Total	32.51
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	933711	315519	08/17/18	38.35
					Account Total	38.35
	Other Communications					
	VERIZON WIRELESS	00001	933718	315519	08/17/18	237.47
					Account Total	237.47
					Department Total	308.33

County of Adams
Vendor Payment Report

<u>2024</u>	<u>SHF- Volunteer Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	933212	314874	08/10/18	240.00
					Account Total	240.00
					Department Total	240.00

County of Adams
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Road & Streets					
	CALABRESE JOSEPH JACK	00013	934118	316085	08/15/18	1,140.00
					Account Total	1,140.00
					Department Total	1,140.00

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	933950	315825	08/31/18	69.98
	COPYCO QUALITY PRINTING INC	00035	933954	315825	08/31/18	39.98
					Account Total	109.96
					Department Total	109.96

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	934291	316339	08/28/18	4,045.37
	METALS TREATMENT TECHNOLOGIES	00025	934360	316358	08/28/18	36,290.00
	QUANTUM WATER CONSULTING	00025	934385	316358	08/28/18	7,320.00
					Account Total	47,655.37
					Department Total	47,655.37

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	934081	315931	08/23/18	89.60
	COLO ANALYTICAL LABORATORY	00043	934083	315931	08/23/18	23.00
					Account Total	112.60
					Department Total	112.60

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	MIRAMONTES KASSANDRA	00035	933968	315825	08/22/18	20.00
	SCHMITZ NATHEN	00035	933971	315825	08/22/18	50.00
					Account Total	70.00
					Department Total	70.00

County of Adams
Vendor Payment Report

<u>99200</u>	<u>10% Discretionary Grant (CIMS)</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	933952	315825	08/31/18	49.98
					Account Total	49.98
	Travel & Transportation					
	SCHAGER BRETT	00035	933949	315825	08/31/18	22.00
					Account Total	22.00
					Department Total	71.98

County of Adams
Vendor Payment Report

Grand Total 4,140,298.87

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, SEPTEMBER 4, 2018

1. ROLL CALL

Present: Charles "Chaz" Tedesco Steve O'Dorisio Eva J. Henry and Mary Hodge

Excused: Erik Hansen

2. PLEDGE OF ALLEGIANCE (09:27 AM)

3. MOTION TO APPROVE AGENDA (09:28 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:28 AM)

5. PUBLIC COMMENT (09:28 AM)

A. Citizen Communication (09:28 AM)

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 (09:28 AM)

6. CONSENT CALENDAR (09:28 AM)

A. 18-805 List of Expenditures Under the Dates of August 20-24, 2018

B. 18-811 Minutes of the Commissioners' Proceedings from August 28, 2018

C. 18-788 A Resolution Approving the Referral of a Ballot Issue for the November 6, 2018

Coordinated General Election that would Increase Ad Valorem Property Taxes for the Rangeview Library District (Anythink) by an Additional 2.2 mills, the Increase in Taxes to be used to Construct and Operate Expanded Library Facilities and to Improve Library Services (File approved by ELT)

D. 18-792 Resolution Approving Special Warranty Deed from Adams County to the State of Colorado for Land for the Adams Youth Services Center (File approved by ELT)

E. 18-794 Resolution Approving the Ditch Crossing Agreement between Adams County and the New Brantner Extension Ditch Company (File approved by ELT)

F. 18-819 Resolution Changing the Name of the Front Range Airport Advisory Board to the Colorado Air and Space Port Advisory Board and Amending the Colorado Air and Space Port Advisory Board By-Laws to Reflect the Name Change (File approved by ELT)

G. 18-820 Resolution in Support of Reauthorization of the Land and Water Conservation Fund (LWCF) (File approved by ELT)

H. 18-821 Resolution in Support of Tax Levy Increase for the Urban Drainage and Flood Control District (File approved by ELT)

I. 18-822 Resolution Amending the Adams County Boards and Commissions Policies and Procedures (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

7. NEW BUSINESS (09:28 AM)

A. COUNTY MANAGER (09:28 AM)

B. COUNTY ATTORNEY (09:29 AM)

8. LAND USE HEARINGS (09:29 AM)

A. Cases to be Heard (09:29 AM)

1. 18-796 RCU2018-00011 Van Aire Fuel Storage Facility (File approved by ELT) (09:29 AM)
**Motion to Approve 1. 18-796 RCU2018-00011 Van Aire Fuel Storage Facility
(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry,
unanimously carried.**

9. ADJOURNMENT (09:37 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving Memorandum of Agreement between Adams County and Daniel Martinez, for property necessary for the Lower Hoffman Drainageway Improvements Project
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Memorandum of Agreement for the acquisition of property needed for street improvement purposes.

BACKGROUND:

Adams County is in the process of acquiring property for right-of-way and temporary construction easement for the Lower Hoffman Drainageway Improvements Project. The County is in need of Daniel Martinez' property for construction of street improvements of East 86th Avenue. The attached resolution allows Adams County to take ownership of the needed property and provided the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft Resolution
Memorandum of Agreement

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Parcel being acquired by UDFCD per prior funding agreement with Adams County.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN ADAMS
COUNTY AND DANIEL MARTINEZ, FOR PROPERTY NECESSARY FOR THE LOWER
HOFFMAN DRAINAGEWAY IMPROVEMENTS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring property and temporary construction easements for right-of-way necessary for the Lower Hoffman Drainageway Improvements Project ("Project"); and,

WHEREAS, this fee parcel dedication being a portion of 8600 Steele Street located in the Northeast Quarter of the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Daniel Martinez, ("Martinez Parcel"); and,

WHEREAS, Adams County requires ownership of the Martinez Parcel for construction of East 86th Avenue street improvements; and,

WHEREAS, Daniel Martinez is willing to sell the Martinez Parcel to Adams County under the terms and conditions of the attached Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Memorandum of Agreement between Adams County and Daniel Martinez, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

MEMORANDUM OF AGREEMENT

ADAMS COUNTY

Project: Lower Hoffman Drainage Channel

Location: 8600 Steele Street

Thornton, CO

County: Adams

This agreement made on 7-26-18 (date) is between the **Adams County** (GRANTEE) for the purchase of the parcel(s), grants of easement(s), listed above from the Owner(s) **Daniel Martinez** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	10,058	Sq. ft. <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$40,232.00
Permanent and Slope Easements (described in attached exhibits)		Sq. ft. <input type="checkbox"/> / acres <input type="checkbox"/>	N/A
Temporary Easements (described in attached exhibits)	6,000	Sq. ft. <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$600.00
Improvements: 3' Picket fence, 6' Picket fence, 1 metal gate, Railroad ties, Barbed wire/picket fencing, Gravel driveway surface, Pea gravel driveway surface, Irrigated lawn, Deciduous trees and Shrubs.			\$12,884.50
Damages:			\$0.00
Estimated Total			\$53,716.50
Rounded Total			\$53,720.00
Settlement Amount			\$4,080.00
Net Total			\$57,800.00

Other conditions:

\$600 Compensation for Temporary Easement will be paid upon receipt of signed documents:

-\$600.00

Amount Remaining will be paid upon County acceptance of Land and Permanent Easements:

\$57,200.00

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Expects from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.
- 7) The GRANTOR hereby irrevocably grants to the GRANTEE possession and use of the property interests on the Property upon execution of this Agreement by the GRANTOR and the GRANTEE. This grant of possession shall remain in effect with respect to the Property until such time as the GRANTEE has obtained from the GRANTOR all

attached conveyance documents.

- 8) The GRANTOR hereby grants to the GRANTEE the immediate use of the property interests being an area more particularly defined as the property area measured at 6,000 square feet, more or less, generally laying south of GRANTOR'S fences as depicted on the attached Temporary Easement exhibit, until such time as GRANTEE has completed GRANTEE'S property possession process.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, by checked box below, Paragraphs 5 and 6, as set forth above, are deleted from this Memorandum of Agreement and the conveyance document.

- ☒ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:
 - ☐ General Warranty Deed ☐ w/Min Reserv
 - ☐ Access Deed
 - ☐ Full Release(s) Book/Page/Reception #
 - ☐ Partial Release(s) Book/Page/Reception #
 - ☒ Other (specify): Quit Claim Deed
 - ☐ Title Company to prepare documents except:

- ☐ Utility Easement
- ☐ Permanent Easement
- ☐ Slope Easement
- ☒ Temporary Easement

EW
\$57,200. - D.M.

Order Warrant <u>\$57,800.00</u>	Payable to: Daniel Martinez
Order Warrant \$	Payable to:
GRANTEE REPRESENTATIVE Signature: <i>[Signature]</i> Stephen E. Wirth, Right of Way Agent <i>7-25-18</i> Date	GRANTOR Signature: <i>[Signature]</i> Daniel Martinez <i>7-26-18</i> Date
GRANTEE Approval: Board of County Commissioners County of Adams, State of Colorado Signature: By: Mary Hodge, Chair Date	Approved as to Form: County Attorney Signature: By: Date

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 2018, between **DANIEL MARTINEZ**, whose address is: PO Box 5211, Gypsum, Colorado 81637-5211, grantor, and **The County of Adams, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

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

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

Dedicated for East 86th Avenue
Assessor's schedule or parcel numbers: part of 01719-25-2-00-018

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

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

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

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

GRANTOR

BY: _____
Daniel Martinez

STATE OF COLORADO)
) §
County of Adams)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by Daniel Martinez, as grantor.

My commission expires:

Witness my hand and official seal.

Notary Public

THIS IS NOT A SURVEY

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

EXHIBIT A

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

A TRACT OF LAND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 5236 AT PAGE 962, ADAMS COUNTY PUBLIC RECORDS, LYING IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, (CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO BEAR N00°07'49"W, BETWEEN A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25 AND A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 25), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, ADAMS COUNTY, COLORADO; THENCE N00°07'49"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 61.50 FEET; THENCE S89°46'36"E, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, A DISTANCE OF 52.15 FEET; THENCE S76°40'28"E, A DISTANCE OF 161.01 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, NEWCASTLE SUBDIVISION, FILE 18, MAP 9, ADAMS COUNTY PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1, S14°09'13"E, A DISTANCE OF 25.81 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE ALONG SAID SOUTH LINE N89°46'36"W, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.231 ACRES.

SURVEYOR'S NOTES:

1. THE SKETCH DEPICTED HEREON (ATTACHED SHEET 2 OF 2) IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A MONUMENTED FIELD SURVEY. THE ATTACHED SHEET 2 OF 2 CONTAINS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR. THIS EXHIBIT IS CONSIDERED INCOMPLETE AND NOT VALID WITHOUT SHEET 2 OF 2.
2. EASEMENTS, ENCUMBRANCES OR OTHER MATTERS, IF ANY, AFFECTING THE DESCRIBED LAND ARE NOT SHOWN. A CURRENT TITLE COMMITMENT/POLICY WAS NOT PROVIDED TO INFINITY SOLUTIONS, INC.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
4. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NE1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING N00°07'49"W, AS SHOWN HEREON.

PREPARED FOR: REGIONAL RAIL PARTNERS

Infinity Solutions Inc.

Construction Survey & GIS Services

(303)229-6885

110465 Melody Drive, Suite 215

Northglenn, CO 80234

LEGEND




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

EXHIBIT A

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

NE COR
NW1/4 SEC 25
FOUND 3-1/4" ALUMINUM CAP
IN RANGE BOX LS 20155

CITY OF THORNTON

UNPLATTED
BK 5236 PG 962
REC NO 1998030364566

SUBJECT PROPERTY
AREA=10,058 SQ FT
OR
0.231 ACRES
(MORE OR LESS)

UNPLATTED
REC NO C1110852

UNINCORPORATED
ADAMS COUNTY

FOUND #5 REBAR
w/PLASTIC CAP
LS 17666

EXISTING
DWELLING
POSTED:
D STEELE STREET

LOT 1, BLOCK 1
NEWCASTLE SUB.
REC NO 1999030503439
FILE 18, MAP 9

25' R/W PER REC NO
1999030503439

S14°09'13"E
25.81'

E. 86TH AVENUE

18.00'

61.5'

SOUTH LINE NE1/4 OF THE NW1/4 SEC 25

N89°47'20"W

30' R/W PER BK 1818 PG 314

SW COR

R/W

NE1/4, NW1/4 SEC 25

FOUND #6 REBAR (NO CAP)

AS 18.00' WITNESS CORNER

(PER MONUMENT RECORD)

UNINCORPORATED
ADAMS COUNTY

NE1/4, NW1/4 SEC 25
FOUND 3-1/4" ALUMINUM CAP
IN RANGE BOX LS 20155

40' R/W PER Δ
ROAD PETITION 504

UNINCORPORATED
ADAMS COUNTY

COUNTY 10' R/W PER REC NO 1985020555854

LOT 1, BLOCK 1
RIVERDALE FARM
RESIDENTIAL SUB
FIRST FILING
REC NO 1985020555854
FILE 16, MAP 220

40' R/W PER ROAD PETITION 504 20' 20' 25' 25' R/W PER REC NO 1885020555854

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

PREPARED FOR: REGIONAL RAIL PARTNERS

DRAWN BY: DL

RK

SCALE: 1"=60'

S-T-R:

N1/2 25-2S-68W

CHECKED BY:

.JMP

DATE: 10-31-17

JOB NUMBER:

SR190B

Infinity Solutions Inc.

Construction Survey & GIS Services

(303)229-6885

110465 Melody Drive, Suite 215

Northglenn, CO 80234

Sheet 2 of 2



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Jeffrey Barger and Roxana Barger, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Jeffrey Barger and Roxana Barger for dedication of road right-of-way for \$540.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND JEFFREY BARGER AND ROXANA BARGER, FOR PROPERTY
NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS
PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 364 Leona Drive located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Jeffrey Barger and Roxana Barger (“Parcel 42”); and,

WHEREAS, Adams County requires ownership of Parcel 42 for construction of the street improvements; and,

WHEREAS, Jeffrey Barger and Roxana Barger are willing to sell Parcel 42 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Jeffrey Barger and Roxana Barger** whose address is **364 Leona Drive, Denver, CO 80221-4584** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **364 Leona Drive, Denver, CO 80221-4584** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$540.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 18, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Roxana Barger
Roxana Barger

By: Jeff Barger
Jeffrey Barger

Date: 6-30-18

Date: 6.30.18

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM JEFFREY AND ROXANA BARGER
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 6, Block 40 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northeasterly Corner of said Lot 6, thence South 41°16'34" East, along the Easterly line of said Lot 6, a distance of 10.00 feet;

Thence leaving said Easterly line, North 86°16'34" West, a distance of 14.14 feet to a point on the Northerly line of said Lot 6;

Thence North 48°43'26" East, along the Northerly line of said Lot 6, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

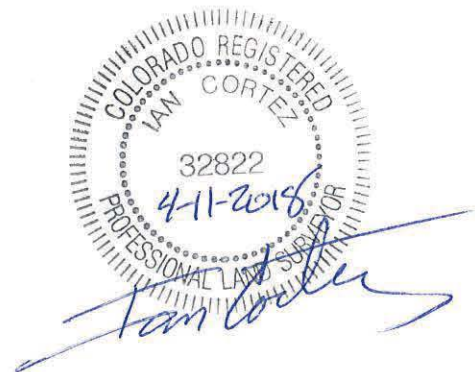
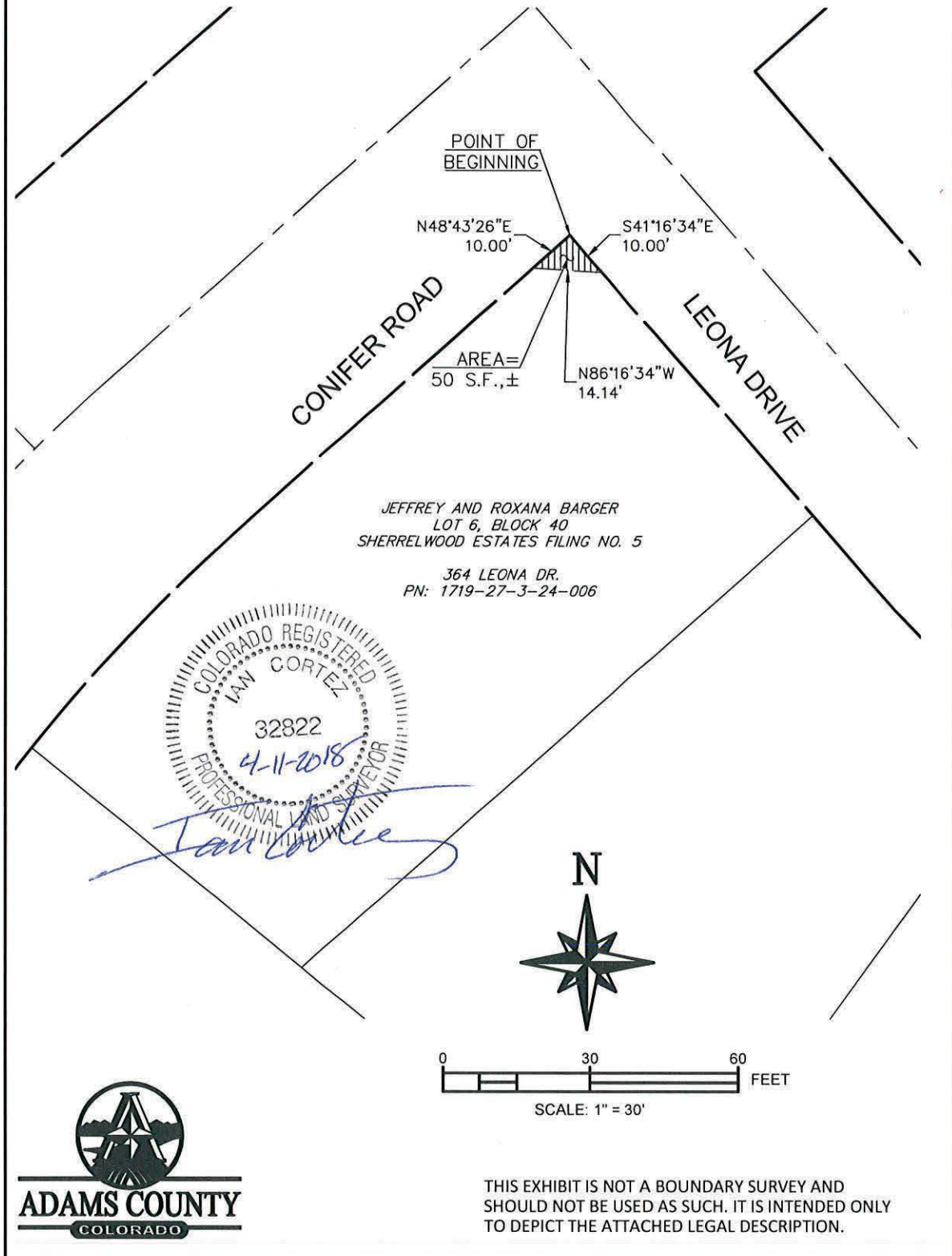


EXHIBIT "B"





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Fidel Mendez and Martha Mendez, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Fidel Mendez and Martha Mendez for dedication of road right-of-way for \$904.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN
ADAMS COUNTY AND FIDEL MENDEZ AND MARTHA MENDEZ, FOR PROPERTY
NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE
AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 210 West Marigold Drive located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Fidel Mendez and Martha Mendez (“Parcel 38”); and,

WHEREAS, Adams County requires ownership of Parcel 38 for construction of the street improvements; and,

WHEREAS, Fidel Mendez and Martha Mendez are willing to sell Parcel 38 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Fidel Mendez and Martha Mendez** whose address is **210 W. Marigold Drive, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **210 W. Marigold Drive, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **NINE HUNDRED FOUR AND NO/100 DOLLARS (\$904.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$81.00 for landscape timber, \$220 for the landscape boulders and \$63.00 for landscaping rock. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 18, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 50 square feet of landscape rock, 5 landscape boulders and the 22 feet of landscape timbers. But the County has agreed to

reimburse the owner the expense of the lost landscape rock, boulders and timbers and made a part of this Agreement.

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

Owner:

By: Fidel Mendez
Fidel Mendez

By: Martha Mendez
Martha Mendez

Date: 6-21-18

Date: 6-21-18

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM FIDEL AND MARTHA MENDEZ
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 1, Block 34 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesterly Corner of said Lot 1, thence South 66°07'54" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 68°52'06" West, a distance of 14.14 feet to a point on the Westerly line of said Lot 1;

Thence North 23°52'06" East, along the Westerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

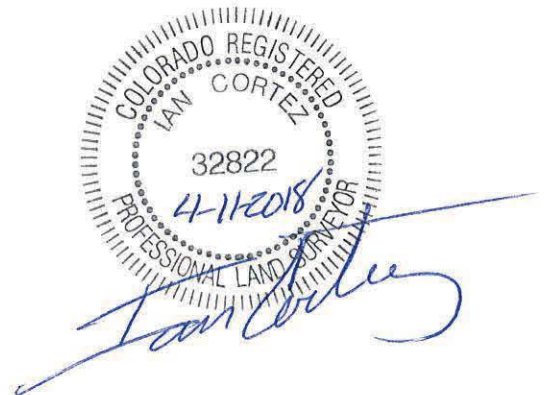
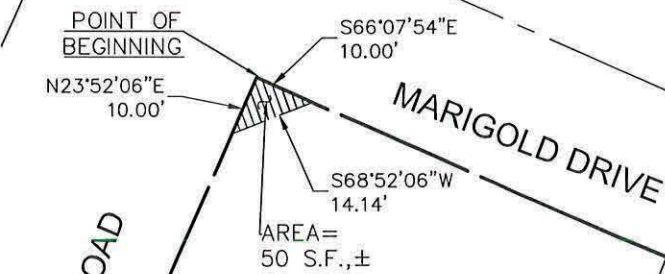


EXHIBIT "B"



FIDEL AND MARTHA MENDEZ
LOT 1, BLOCK 34
SHERRELWOOD ESTATES FILING NO. 5
210 MARIGOLD DR.
PN: 1719-27-3-18-001



ADAMS COUNTY
COLORADO



SCALE: 1" = 30'

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Richard T. Fiskum and Debra K. Fiskum, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Richard T. Fiskum and Debra K. Fiskum for dedication of road right-of-way for \$620.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND RICHARD T. FISKUM AND DEBRA K. FISKUM, FOR PROPERTY
NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS
PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 347 Leona Drive located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Richard T. Fiskum and Debra K. Fiskum (“Parcel 41”); and,

WHEREAS, Adams County requires ownership of Parcel 41 for construction of the street improvements; and,

WHEREAS, Richard T. Fiskum and Debra K. Fiskum are willing to sell Parcel 41 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Richard T. Fiskum and Debra K. Fiskum** whose address is **12505 W. Prentice Place, Littleton, CO 80127-6211** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **347 Leona Drive, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$620.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$40.00 for landscape timbers, \$23.00 for red retaining wall blocks, and \$17.00 for pea gravel. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

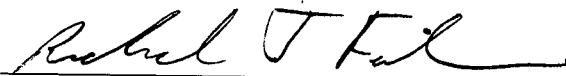
1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 18, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 50 square feet of red pea gravel, red retaining wall blocks and landscape timbers. But the County has agreed to reimburse the owner

the expense of the lost pea gravel, blocks and timbers and made a part of this Agreement.

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

Owner:

By:



Richard T. Fiskum

By:


Personal Representative of

Debra K. Fiskum

Date:

6-26-2018

Date:

6-26-2018

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM RICHARD AND DEBRA FISKUM
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 3, Block 35 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 3, thence North 48°43'26" East, along the Northerly line of said Lot 3, a distance of 10.00 feet;

Thence leaving said Northerly line, South 3°43'26" West, a distance of 14.14 feet to a point on the Westerly line of said Lot 3;

Thence North 41°16'34" West, along the Westerly line of said Lot 3, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

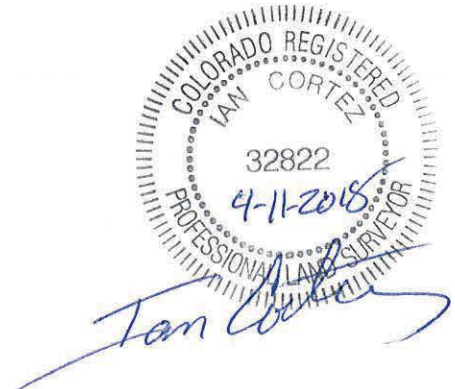
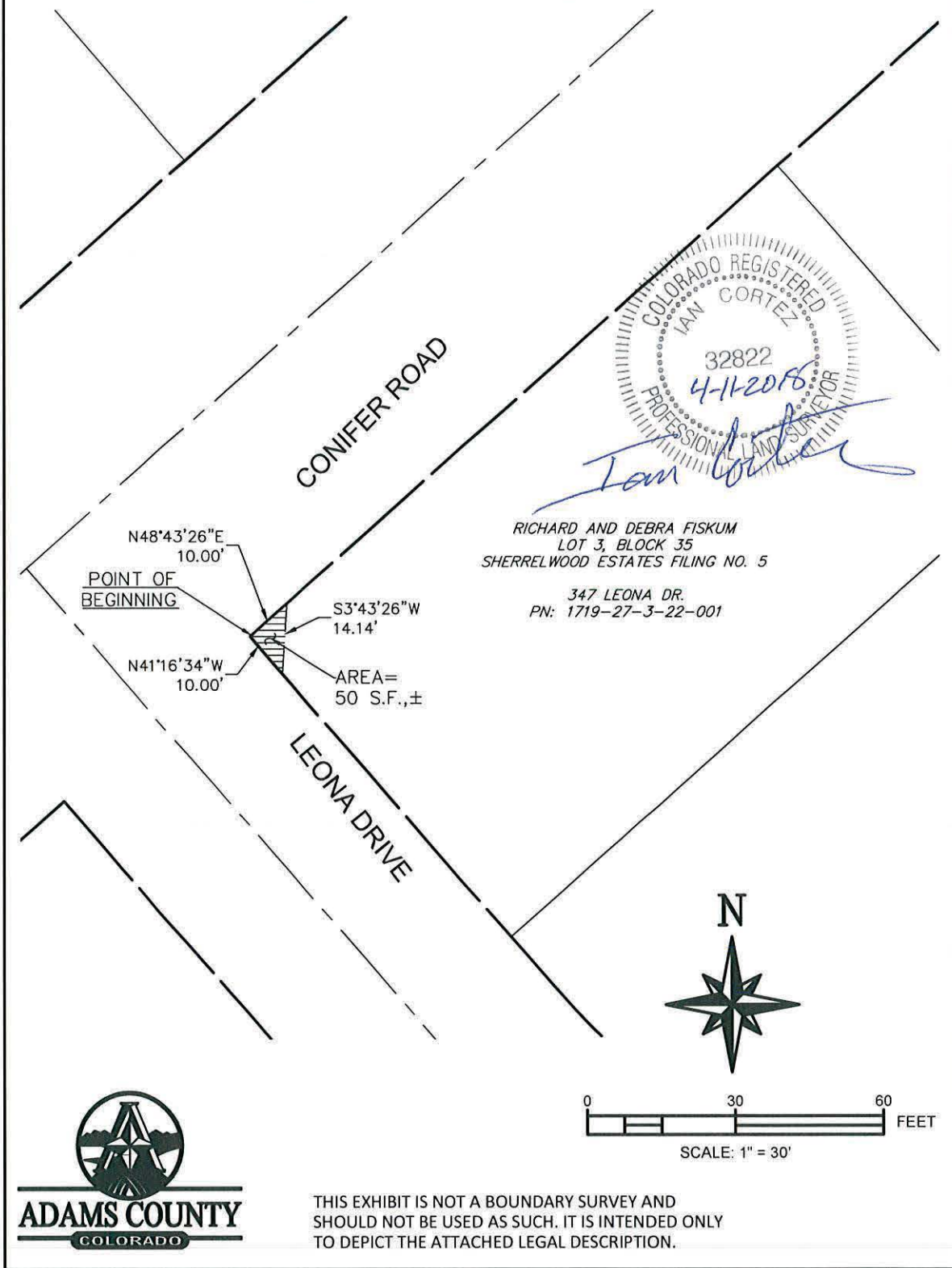


EXHIBIT "B"





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Susan G. Yoshimura and Jay A. Yoshimura, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Susan G. Yoshimura and Jay A. Yoshimura for dedication of road right-of-way for \$1,430.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$1,000,000</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND SUSAN G. YOSHIMURA AND JAY A. YOSHIMURA, FOR PROPERTY
NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS
PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 249 West 81st Place located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Susan G. Yoshimura and Jay A. Yoshimura (“Parcel 39”); and,

WHEREAS, Adams County requires ownership of Parcel 39 for construction of the street improvements; and,

WHEREAS, Susan G. Yoshimura and Jay A. Yoshimura are willing to sell Parcel 39 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Susan G. Yoshimura and Jay A. Yoshimura** whose address is **249 West 81st Place, Denver, Co 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **249 West 81st Place, Denver, Co 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS (\$1,430.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$700 for red river landscape rocks, \$120.00 for retaining wall blocks, \$30.00 for rose bush, and \$40.00 for succulent plants. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 18, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

the expense of the lost landscape rocks, retaining wall blocks, rose bush and succulent plant and made a part of this Agreement.

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

Owner:

By: Susan G. Yoshimura
Susan G. Yoshimura

By: Jay A. Yoshimura
Jay A. Yoshimura

Date: 7/1/2018

Date: July 1, 2018

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM SUSAN AND JAY YOSHIMURA
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 35, Block 34 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 35, thence North 23°52'06" East, along the Westerly line of said Lot 35, a distance of 10.00 feet;

Thence leaving said Westerly line, South 21°07'54" East, a distance of 14.14 feet to a point on the Southerly line of said Lot 35;

Thence North 66°07'54" West, along the Southerly line of said Lot 35, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



EXHIBIT "B"



Ian Cortez

CONIFER ROAD

SUSAN AND JAY YOSHIMURA
LOT 35, BLOCK 34
SHERRELWOOD ESTATES FILING NO. 5

249 W 81st PL.
PN: 1719-27-3-18-002

N23°52'06"E
10.00'
POINT OF
BEGINNING
S21°07'54"E
14.14'
N66°07'54"W
10.00'
AREA =
50 S.F., ±

W. 81st PLACE



SCALE: 1" = 30'



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 9/11/2018
SUBJECT: Bennett Shared County Service Center Lease Renewal
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Second Amendment to the Intergovernmental Agreement for an Office Space Lease for the Bennett Shared County Service Center

BACKGROUND:

In 2016 Adams County entered into an Intergovernmental Agreement (IGA) with the Town of Bennett for an Office Space Lease of the Bennett Shared County Service Center. This IGA was subsequently amended on May 30, 2017 for administrative changes. The term for the original IGA and amendment expires 8/31/2018. Adams County wishes to continue to occupy this space for our Motor Vehicle office and other functions as needed. This Second Amendment will extend the term of the Lease to December 31, 2020 allowing Elections to occupy through the next presidential election and concurrently allow for Master Planning. The annual base rent remains \$18,000.00 (\$1,500.00/monthly)

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Motor Vehicle
Elections

ATTACHED DOCUMENTS:

Resolution
Second Amendment to Intergovernmental Agreement for an Office Space Lease at Bennett Shared County Service Center

FISCAL IMPACT:

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

Fund: 1**Cost Center: 1091**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7915		18,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			18,000.00

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE SECOND AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE
TOWN OF BENNETT FOR AN OFFICE SPACE LEASE

WHEREAS, Adams County (County) and the Town of Bennett (Bennett) wish to continue a Lease for space at the Bennett Shared County Service Center; and,

WHEREAS, on September 20, 2016, the County and Bennett entered into an Intergovernmental Agreement (IGA) for the lease of office space at the Bennett Shared County Service Center; and,

WHEREAS, the IGA was amended by the County and Bennett on May 30, 2017, making various changes to the agreement (First Amendment); and,

WHEREAS, a second amendment to the IGA has been proposed between the County and Bennett to extend the term of the IGA through December 31, 2020, and to replace the exhibit regarding dates of which certain election functions are intended to take place thereby restricting some use; and

WHEREAS, under this second amendment to the IGA, the annual amount of rent will remain \$18,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Second Amendment to Intergovernmental Agreement between Adams County and the Town of Bennett for the lease of office space in the Bennett Shared County Service Center, is hereby approved.

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

**Second Amendment to Intergovernmental Agreement between Adams County and the Town of
Bennett for an Office Lease at the Bennett Shared County Service Center**

This SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Second Amendment") is entered into this ___ day of _____, 2018, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams Parkway, Brighton, Colorado 80601, hereinafter referred to as "County," and the Town of Bennett, " located at 355 Fourth Street, Bennett, CO 80102, hereinafter referred to as "Bennett."

WHEREAS, on September 20, 2016, the County and Bennett entered into that certain Intergovernmental Agreement for an Office Lease at Bennett Shared County Service Center ("IGA"); and,

WHEREAS, on May 30, 2017, the County and Bennett entered into that certain First Amendment to IGA for an Office Lease at Bennett Shared County Service Center ("First Amendment"); and,

WHEREAS, by means of this Second Amendment, County and Bennett wish to extend the term of the IGA and make other changes noted below.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Bennett hereby agree as:

1. Exhibit B is hereby replaced by the attached Exhibit B for 2018-2020.
2. The term of the IGA is hereby extended through December 31, 2020, subject to termination by either party upon sixty days written notice to the other party except that a longer notification period is required where termination within sixty days would interfere with the County's ability to conduct an election pursuant to the requirements of State law.
3. Except as amended by this Second Amendment, the First Amendment and IGA shall remain in full force and effect in accordance with their terms.
4. Capitalized terms used in this Second Amendment, and any preceding amendment shall have the same meaning as capitalized terms defined in the IGA.
5. This Second Amendment may be executed in several counterparts, all of which shall be considered to be one document.

IN WITNESS WHEREOF, the County and Bennett hereto have executed this Second Amendment effective as of the date first set forth above.

COUNTY:

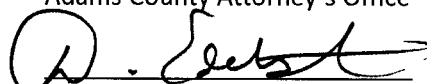
Chair

ATTEST:
Stan Martin, Clerk & Recorder

Deputy Clerk

Date

APPROVED AS TO FORM:
Adams County Attorney's Office


Doug Edelstein

BENNETT:

Town of Bennett



Mayor, Royce Pindell

8.14.2018
Date

ATTEST:

Town Clerk Pro-Tem



Lynette F. White



Exhibit B

Bennett Motor Vehicle VSPC Dates for 2018, 2019 and 2020

Date	Day	Activity	
10/19/18	Friday	Equipment drop off	Time TBD
10/22/18-11/5/18	Monday-Friday	VSPC open from 8am-5pm	
10/27/18	Saturday	VSPC open from 9am-2pm	
10/3/18	Saturday	VSPC open from 9am-2pm	
11/6/18	Tuesday	ELECTION DAY 7am-7pm	
11/7/18	Wednesday	Equipment pick up	Time TBD
		Judges will need access 30 min before and after open hours to prep VSPC and balance.	

Date	Day	Activity	
10/25/19	Friday	Equipment drop off	Time TBD
10/28/19-11/04/19	Monday-Friday	VSPC open from 8am-5pm	
11/02/19	Saturday	VSPC open from 9am-2pm	
11/05/19	Tuesday	ELECTION DAY 7am-7pm	
11/06/19	Wednesday	Equipment pick up	Time TBD
		Judges will need access 30 min before and after open hours to prep VSPC and balance.	

Date	Day	Activity	
3/6/20	Friday	Equipment drop off	Presidential Primary dates are not set until Sept. 2019, these may change.
3/9/20-3/17/20	Monday-Friday	VSPC open from 8am-5pm	
3/14/20	Saturday	VSPC open from 9am-2pm	
3/18/20	Wednesday	ELECTION DAY 7am-7pm	
3/19/20	Thursday	Equipment pick up	Time TBD
6/20/20	Friday	Equipment drop off	Time TBD
6/22/20-6/29/20	Monday-Friday	VSPC open 8am-5pm	
6/27/20	Saturday	VSPC open 9am-2pm	
6/30/20	Tuesday	ELECTION DAY 7am-7pm	
7/1/20	Wednesday	Equipment pickup	Time TBD
10/16/20	Friday	Equipment drop off	Time TBD
10/19/20-11/3/20	Monday-Friday	VSPC open 8am-5pm	
10/24/20	Saturday	VSPC open from 9am-2pm	
10/31/20	Saturday	VSPC open from 9am-2pm	
11/3/20	Tuesday	ELECTION DAY 7am-7pm	
11/4/20	Wednesday	Equipment pick up	Time TBD



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Emergency Management Performance Grant FY 2018 Agreement
FROM: Michael McIntosh, Sheriff
AGENCY/DEPARTMENT: Sheriff's Office / Office of Emergency Management
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Grant Agreement.

BACKGROUND:

This is a request to accept Emergency Management Performance Grant (EMPG) funding awarded by Colorado Department of Homeland Security and Emergency Management (DHSEM) from FEMA.

In Colorado, local governments have the responsibility to mitigate and provide for the safety of its citizens when facing any large-scale emergency or disaster. Colorado Revised Statute (CRS) 24-33.5-700 states that each county shall establish and maintain a disaster agency. This involves the chair of the Board of County Commissioners designating an Emergency Manager for the County with specific roles and responsibilities for protecting the public during emergency and disasters. The Emergency Manager coordinates and provides responder training, emergency planning, mitigation alternatives and actions, and recovery operations. The local emergency management agency is to develop and maintain an ongoing program of prevention, protection, mitigation, response, and recovery. The Emergency Manager serves the jurisdiction's chief executive by integrating the jurisdiction's departments and integrating private and nongovernmental organizations in the development of plans and response capabilities before, during, and after hazards threaten the jurisdiction.

The Federal Emergency Management Agency provides funding under the Emergency Management Performance Grant Program in order for agencies to develop emergency management programs. The funds are provided to the States for distribution to their sub-grantees. Adams County has received funding from this grant program for numerous years. For 2018, the maximum amount payable under this Grant to Adams County is \$77,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County
Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution
2018 Grant Agreement between State of Colorado and Adams County

FISCAL IMPACT:

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

Fund: 00001**Cost Center:** 2041

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5360		77,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>77,000</u>

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS COUNTY AND THE
STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF HOMELAND
SECURITY AND EMERGENCY MANAGEMENT FOR THE 2018 EMERGENCY MANAGEMENT
PERFORMANCE GRANT PROGRAM

Resolution 2018-

WHEREAS, the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., et seq., as amended, requires the County to maintain an emergency management agency; and,

WHEREAS, by means of the attached Grant Agreement, the Board of County Commissioners wishes to receive those funds authorized by Congress on an annual basis and passed to the Colorado Division of Homeland Security and Emergency Management for reimbursement of up to fifty percent (50%) of eligible local costs for said emergency management agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement between Adams County and the State of Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the 2018 Emergency Management Performance Grant Program, attached hereto and incorporated herein by this reference, is hereby approved.

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

STATE OF COLORADO GRANT AGREEMENT

SIGNATURE AND COVER PAGE

State Agency Department of Public Safety	Agreement Maximum Amount \$77,000.00
Grantee ADAMS COUNTY	Agreement Performance Beginning Date Effective Date
	Initial Agreement Expiration Date December 31, 2018
Agreement Number CMS Number: 110004 Encumbrance #: 18EM-19-01 Subrecipient DUNS#: 076476373 Federal Award Identification # (FAIN): EMD-2018-EP-00007 Total Amount of the Federal Award: \$6,199,311.00 Federal Award Date: October 1, 2017 Name of Federal Awarding Agency: DHS/FEMA CFDA 97.042 Emergency Management Performance Grant Identification if the Award is for R&D: No	Fund Expenditure End Date December 31, 2018
	Agreement Description Grantee will carry-out and complete tasks in their annual work plan.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

GRANTEE ADAMS COUNTY By: _____ Title: _____ _____ *Signature Date: _____	STATE OF COLORADO John W. Hickenlooper, Governor Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director _____ By: Kevin R. Klein, Director Date: _____
2nd Grantee Signature if Needed By: _____ Title: _____ _____ *Signature Date: _____	LEGAL REVIEW Cynthia H. Coffman, Attorney General _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: Colorado Department of Public Safety, Ezra Michaels, Office of Grants Management Director Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Signature and Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §7.C, or after the Fund Expenditure End Date.

- i. Provided, however, that authorized Pre-award Costs incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(vi) below.
- ii. Provided, however, that all Project costs specifically authorized in the **FEDERAL EMERGENCY MANAGEMENT AGENCY** Notice of Award that have been incurred after **January 1, 2018** but prior to the Effective Date may be submitted for reimbursement from Federal Funds, as provided in §7(B)(vi) below.
- iii. Provided, however, that all or some of the costs or expenses incurred by Grantee prior to the Effective Date which have been or will be paid from Matching Funds, if such costs or expenses are properly documented as eligible expenses in **FEDERAL EMERGENCY MANAGEMENT AGENCY**, may be reimbursed from such Matching Funds, as provided in §7(B)(vi) below.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Signature and Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in the Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit B.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §16, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate

upon execution of a replacement Agreement or modification extending the total term of the Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to **§14.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Authority to enter into this Grant exists in the Homeland Security Act of 2002 through CFDA 97.042, funds have been budgeted, appropriated, and otherwise made available pursuant to said Act; and as sufficient unencumbered for remaining payment.

B. State Authority

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute, and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

4. PURPOSE

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **Exhibit A**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **“Budget”** means the budget for the Work described in Exhibit C.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- F. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- G. **“End of Term Extension”** means the time period defined in **§2.D**
- H. **“Exhibits”** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter (Form 1).
 - iii. **Exhibit C**, Budget.
 - iv. **Exhibit D**, Federal Provisions (If Applicable).
- I. **“Extension Term”** means the time period defined in **§2.C**
- J. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Federal Emergency Management Agency (FEMA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

- M. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period defined in §2.B
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which **(i)** is subject to disclosure pursuant to the CORA; **(ii)** is already known to Contractor without restrictions at the time of its disclosure by Contractor; **(iii)** is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; **(iv)** is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or **(v)** was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller

pursuant to §24-30-202(13)(a) C.R.S.

- Y. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- BB. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- CC. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- DD. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- EE. **“Work”** means the delivery of the Goods and performance of the Services described in this Agreement.
- FF. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this

Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this

Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State. The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

vi. Retroactive Payments

The State shall pay Pre-award Cost only if (1) the Federal Emergency Management Agency Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subrecipient from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by the State and incorporated in the Budget for the Work described in **Exhibit A**. Any such retroactive payments shall comply with State Fiscal Rules and grantee and any Subrecipient shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

vii. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

C. Matching Funds.

Grantee shall provide Matching Funds as provided in §7.A. and Exhibit A. Grantee shall raise the full amount of Matching Funds during the course of the project and shall report to the State if the match will be an in-kind match. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §7 for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §19 or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative

identified in §16.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's

performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate

with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Compliance

Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Contract, Grantee shall provide for the security of such PII, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or

apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an A.M. Best rating of A-VIII or better.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

G. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or

self-insurance program carried by Grantee or the State.

H. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §16 within 7 days of Grantee's receipt of such notice.

I. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B., shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain

liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(a)** secure that right to use such Work for the State or Grantee; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the purchasing director of Department of Public Safety (RAA) for resolution following the same resolution of controversies process as described in §§24-109-101.5, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the purchasing director, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party’s principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State:

Esther Son, Grants and Contracts Manager
Department of Public Safety,
Division of Homeland Security and Emergency
Management
9195 E. Mineral Avenue, Suite 200
Centennial, CO 80112
Esther.Son@state.co.us

For Grantee:

Ron Sigman, Emergency Manager
ADAMS COUNTY
4430 S. Adams County Parkway Suite 1900
Brighton, CO 80601
RSigman@adcogov.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright

applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Grantee agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§20.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties

related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any Exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. **Exhibit D**, Federal Provisions
- ii. Colorado Special Provisions in **§20.T** of the main body of this Agreement.
- iii. The provisions of the other sections of the main body of this Agreement.
- iv. Exhibit A, Statement of Work.
- v. Exhibit C, Budget.
- vi. Exhibit B, Sample Option Letter (Form 1).

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §20.B., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. **CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent

upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines

that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it 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 in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency within 3 days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement

for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. Work Plan – Grantee will carry-out and work diligently to complete the tasks in their annual work plan. These tasks are listed by Emergency Management Function in the work plan document and are part of the Annual EMPG/LEMS Program Application along with the Staffing Plan, Program Budget and other required forms.

1.2 Project Expenses. Project expenses include the costs to Project expenses include the costs for salaries and benefits for Grantee’s emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with, emergency management exercises, training and planning. Eligible project expenses are reimbursed upon submittal of the quarterly request for reimbursement form. The maximum reimbursement will not exceed 50% of project expenses. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. Note: salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the 2018 EMPG program guidance now known as the “Notice of Funding Opportunity” (NOFO) at <https://www.fema.gov/media-library/assets/documents/164412>

1.3 Non-Federal Match: This non-federal match section ☒ applies to or does not apply ☐ to this Grant. If it applies, this Grant requires a non-federal match contribution of 50 % of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match ☒ may or may not ☐ include in-kind match.

2. DELIVERABLES:

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit B.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Financial Status and Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated on the Agreement’s Signature and Cover Page of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Department of Public Safety throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the “report period” reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 30
January –March	April 30
April – June	July 30
July – September	October 30

3.2 Final Reports: Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly

reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management's provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3 Remittance Address. If mailed, payments shall be sent to the representative identified in §16 Grantee:

ADAMS COUNTY
4430 S. Adams County Parkway
Suite 1900
Brighton, CO 80601

6. ADMINISTRATIVE REQUIREMENTS

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

6.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

6.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

- 6.1.2 Services.** Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.
- 6.2 Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:
- 6.2.1** Any sole source transaction in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.
 - 6.2.2** Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.
 - 6.2.3** Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.
 - 6.2.4** When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -“This project was supported by grant #18EM-19-01, issued by the Division of Homeland Security and Emergency Management.”
 - 6.2.5** Grantee shall verify that all purchases are listed in **§1 or §7** of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at <https://www.fema.gov/authorized-equipment-list>. Additionally, funds used to support emergency communications activities should comply with the FY 2016 SAFECOM Guidance for Emergency Communication Grants, at <http://www.safecomprogram.gov>
 - 6.2.6** Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.
 - 6.2.7** Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee’s own funds.
- 6.3 Additional Administrative Requirements:**
- 6.3.1** The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Division of Homeland Security and Emergency Management.
 - 6.3.2** All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.
 - 6.3.3** All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise.

EXHIBIT B, SAMPLE OPTION LETTER (FORM 1)

State Agency Department of Public Safety		Option Letter Number Insert the FORM 1 Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...		Option Agreement Number Insert CMS Number
Original Agreement CMS Number: Insert CMS Number Encumbrance #: MG4145xxxxxx Subrecipient DUNS#: Insert DUNS Number Federal Award Identification # (FAIN): EMW-2017-SS-00050-S01 Total Amount of the Federal Award: \$Insert Amount Federal Award Date: Insert Full Date Name of Federal Awarding Agency: DHS/FEMA CFDA 97.039 FEMA DR-4145-CO Identification if the Award is for R&D: No		Option Agreement Maximum Amount \$Insert Amount Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to modify Budget table under the Agreement

3 REQUIRED PROVISIONS:

- C. **For use with Option 1(A):** In accordance with §(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- D. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above. The maximum amount payable by the State for performance of this Grant Agreement is increased/decreased to \$ and the maximum amount of local matching funds, if applicable, is \$. The total project amount is \$.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>State Share</i>	<i>Local Share</i>	<i>Total Project</i>
Organization				
Planning				
Equipment				
Training				
Exercise				
Management & Admin				
Total Budget				
Total Award Amount				

4 OPTION EFFECTIVE DATE:

E. The effective date of this Option Letter is upon approval of the State Controller.

<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p>_____</p> <p>By: Kevin R. Klein, Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Public Safety, Ezra Michaels, Office of Grants Management Director</p> <p>Option Effective Date: _____</p>
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EXHIBIT C, BUDGET**BUDGET:**

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Required Non-Federal Local Share</i>	<i>Total Project</i>
EMPG Activities	\$77,000.00	\$77,000.00	\$154,000.00
Total Award Amount			

EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Agreement” means the Grant Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

- 2.1.2. “Award” means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.2.1. Awards may be in the form of:

- 2.1.2.1.1. Grants;

- 2.1.2.1.2. Contracts;

- 2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.2.1.4. Loans;

- 2.1.2.1.5. Loan Guarantees;

- 2.1.2.1.6. Subsidies;

- 2.1.2.1.7. Insurance;

- 2.1.2.1.8. Food commodities;

- 2.1.2.1.9. Direct appropriations;

- 2.1.2.1.10. Assessed and voluntary contributions; and

- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.2.2. Award **does not** include:

- 2.1.2.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.2.2.3. Any award classified for security purposes; or

- 2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.5.2. A foreign public entity;
 - 2.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.14. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15. “Federal Provisions” means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable

provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting

requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 8.1.1.1. Subrecipient DUNS Number;
- 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 8.1.1.3. Subrecipient Parent DUNS Number;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:

- 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. **Procurement Procedures.** A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
 - 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in

the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Agreement, at law or in equity.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11th, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Midtown at Clear Creek Subdivision, Fil. No. 1, Pecos Street Phase, Pecos St. from 68 th Ave. to 64 th Ave.
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: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approve a resolution granting Final Acceptance of the public improvements at the Midtown at Clear Creek Subdivision, Fil. No. 1, Pecos Street Phase, Pecos St. from 68 th Ave. to 64 th Ave., (Case No. PRC2012-00001, PRC2012-00007).

BACKGROUND:

The MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 1, PECOS STREET PHASE, is generally located on Pecos Street from 68th Ave. to 64th Ave. in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on April 1, 2015. These public improvements have satisfactorily completed the guarantee period. The Bond number TM5134299/015037527 Rider has been placed as collateral in the amount of \$143,019.63 will need to be released as part of this Final Acceptance recommendation.

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 Dated August 8, 2012
Exhibit A

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE
MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 1, PECOS STREET PHASE, CASE NO.
PRC2012-00001, PRC2012-00007

WHEREAS, the required public street improvements have been constructed at the MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 1, PECOS STREET PHASE, CASE NO. PRC2012-00001, PRC2012-00007 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 MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 1, PECOS STREET PHASE; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved on August 8, 2012, the posted collateral as noted in bond number TM5134299/015037522 Rider that has been placed in the amount of \$143,019.63 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 MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 1, PECOS STREET PHASE, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BE IT FURTHER RESOLVED, that the release of the posted collateral in bond number TM5134299/015037522 Rider in the amount of \$143,019.63, is hereby authorized.

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 8th day of August, 2012 there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Erik Hansen _____ Commissioner
Jen Wascak _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

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

RESOLUTION APPROVING A SUBDIVISION IMPROVEMENTS AGREEMENT WITH MIDTOWN LLC, CASE NO. PRC2012-00001 AND PRC2012-00007

WHEREAS, on July 11, 2012, in Case No. PRC2012-00007, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Waiver from the subdivision design standards to allow the use of an 11-foot lane width instead of the required 12-foot lane width for Exterior Roadways (Pecos St.); 2) Waiver from the subdivision design standards to allow the use of patterned and colored concrete for the driving surface at select locations; 3) Waiver from subdivision design standards to allow the use of angled parking within a private roadway; 4) Waiver from subdivision design standards to allow the use of protruding / bump out sidewalks at select intersections and mid-block crossings for Internal Roadways; 5) Vacation of a portion of the W. 68th Ave. right-of-way to the west of the intersection of W. 68th Ave. and Pecos St; and,

WHEREAS, on July 25, 2012, in Case No. PRC2012-00001, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Amendment to the approved Preliminary Planned Unit Development (PUD-P) / Preliminary Development Plan (PDP); 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD(P) zone district; 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD(P) Zone District; and

WHEREAS, Condition Precedent No. 23 of the Zoning Hearing Decision in Case No. PRC2012-00001 requires an SIA shall be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, Condition Precedent No. 33 of the Zoning Hearing Decision in Case No. PRC2012-00001 requires the Subdivision Improvement Agreement (SIA) shall be executed no later than 14 days from the date of approval of the Final Plat and Final Development Plan. No permits shall be issued until the SIA is executed, with the exception of on-site grading activities done at the risk of the developer and as approved by the Director of Public Works; and,

WHEREAS, Midtown LLC now owns the rights to lease and develop certain real property (183 acres, zoned P.U.D. Planned Unit Development) located south of 68th Avenue and on both sides

23

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①

of Pecos Street, pursuant to the development granted in Case No. PRC2012-00001 and PRC2012-00007; and,

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property; and,

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 has provided collateral by Subdivision Bond No. TM5134293/015037521, TM5134294/015037522, TM5134295/015097523, TM5134296/015037524, TM5134297/015097525, TM5134298/015037526, TM5134299/015037527, TM5134321/01503754, TM5134323/01503755, and TM5134322/015037550 from Liberty Mutual Insurance Company in the amount of \$4,202,052.30; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Subdivision Improvements Agreement.

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

Fischer	_____	Aye
Nichol	_____	Aye
Hansen	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

I, Karen Long, 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 8th day of August, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy



MIDTOWN AT CLEAR CREEK
Phase 1
Case No. PRC2012-00001 &
PRC2012-00007

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Midtown LLC, 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties".

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, hereafter referred to as the "Property".

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property.

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

WHEREAS, on (date) the Board of County Commissioners approved Case # PRC2012-00001, Midtown at Clear Creek for the following:

- 1) Amendment to the approved Preliminary Development Plan (PDP);
- 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD zone district;
- 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD Zone District

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. All documents are contingent upon, and subject to modification based on decisions made by the Adams County Board of County Commissioners. Any BoCC decisions that cause changes to the construction documents shall become field changes and shall be the full responsibility of the Developer to properly address and document. 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. **Phasing.** It is further agreed to by the parties that the subdivision may be developed into seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) as set forth on Exhibit “C.”
6. **Guarantee of Compliance.** Prior to the issuance of a Construction Permit (Permit for Construction of Facilities in the Public Right-of-Way) for any phase as described in Exhibit “B”, the Developer shall furnish to the County a Performance Guarantee in accordance with Adams County Development Standards and Regulations Section 5-02-05 in the amounts of:

Phase 1A:

Cost Estimate from Exhibit “B”	\$ 617,939.00
Additional 20% for administration	\$ 123,587.80
Additional 5% per year for inflation (1 year)	\$ 30,896.95
Total for Phase 1A	\$ 772,423.75

Phase 1B:

Cost Estimate from Exhibit “B”	\$ 462,196.00
Additional 20% for administration	\$ 92,439.20
Additional 5% per year for inflation (2 years)	\$ 46,219.60
Total for Phase 1B	\$ 600,854.80

Water Quality Pond:

Cost Estimate from Exhibit “B”	\$ 315,035.00
Additional 20% for administration	\$ 63,007.00
Additional 5% per year for inflation (1 year)	\$ 15,751.75
Total for Water Quality Pond	\$ 393,793.75

68th Avenue Improvements:

Cost Estimate from Exhibit “B”	\$ 346,651.00
Additional 20% for administration	\$ 69,330.20
Additional 5% per year for inflation (1 year)	\$ 17,332.55
Total for 68th Avenue Improvements	\$ 433,313.75

Pecos Street Improvements:

Cost Estimate from Exhibit “B”	\$ 1,144,157.00
Additional 20% for administration	\$ 228,831.40
Additional 5% per year for inflation (1 year)	\$ 57,207.85
Total for Pecos Street Improvements	\$ 1,430,196.25

West 67th Avenue:

Cost Estimate from Exhibit “B”	\$ 136,391.00
Additional 20% for administration	\$ 27,278.20
Additional 5% per year for inflation (1 year)	\$ 6,819.55
Total for West 67th Avenue	\$ 170,488.75

Raritan Drive:

Cost Estimate from Exhibit "B"	\$ 320,785.00
Additional 20% for administration	\$ 64,157.00
Additional 5% per year for inflation (1 year)	\$ 16,039.25
Total for Raritan Drive	\$ 400,981.25

Total Performance Guarantee Amount: \$ 4,202,052.30

The Performance Guarantee is required in order to guarantee compliance with this agreement, and shall be releasable only by the County. If an expiration date is required for said Performance Guarantee, it shall not expire less than twelve months after the Construction Completion Date for the corresponding phase as stated herein. Upon completion of said improvements constructed according to the terms of this agreement, the Performance Guarantee shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part (not to exceed 10%) of the Performance Guarantee may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, shall become necessary. If, within ten business days of written notice to the Developer from the County requesting such repairs or replacements and subject to force majeure, the Developer shall not have 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. Upon preliminary acceptance of improvements within a phase as described in Exhibit "B", County may begin accepting Building Permit Applications for parcels within the accepted phase. However, the County acknowledges and agrees to a limited exception to this requirement whereby Developer or Developer's designee(s) shall have the right to submit, and the County shall accept, applications relative to not more than six (6) model homes to be situated on the Property, and the County may issue such building permits (subject to compliance, in each case, with all other requirements therefore including but not limited to fire district approval) prior to preliminary acceptance of the improvements required by this Agreement. Certificates of occupancy for these six building permits shall not be issued until the public improvements as described in Exhibit "B" have achieved preliminary acceptance by the County.

Upon preliminary acceptance of local roads that are constructed with bump-out sidewalks at intersections, any damage to the bump-out sections caused by County maintenance activity shall be the sole responsibility of the Developer to repair or replace at its own expense. The County shall not assume responsibility for damage to bump-out curbs generally caused by vehicle impact or vehicles driving over the curbs. Costs associated with repair or replacement of damaged bump-out curbs shall be the sole responsibility of the Developer.

The Metro District shall assume sole maintenance responsibility for the entirety of the outfall culvert, including the portion that traverses Pecos Street.

The Metro District shall assume sole maintenance responsibility for the entirety of the portion of West 67th Avenue between Pecos Street and Raritan Drive as shown on the Final Plat. The maintenance responsibility shall include, but not be limited to, patterned concrete and angled parking.

8. **PDP Amendment Explanation.** Developer and/or its predecessor(s) in interest previously submitted and obtained approvals of the Midtown at Clear Creek Plan Overall Development Plan (March 12, 2007 – Case #PRJ2006-00023) and the approved Preliminary Planned Unit Development – Preliminary Development Plan (PDP) and Preliminary Plat (February 25, 2008 – Case #PRJ2007-00024), which plans address design, engineering and development details regarding the Property. As a result of the general downturn in the economy, Developer and/or its predecessor(s) in interest delayed implementation of said plans.

Due to the changes in real estate conditions since the original 2008 approvals, and as a result of a dramatically altered lending market, Developer believes it is necessary to re-evaluate the approved PDP for real estate marketability and re-structure plans for long range implementation and construction in the evolving economic climate. Developer intends to amend the approved PDP in order to create a more viable PDP document that can achieve full build-out as a successful new community in the County. The Phase 1 Final Plat and Final Development Plan as well as subsequent Final Plat and Final Development Plans will be consistent with this amended PDP.

9. **Public Land Dedication (PLD) Fees**

The estimated PLD fee for the entire Midtown development is \$1,908,351. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Phase 1 is \$279,763.57. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding between the Developer and Hyland Hills Parks and Recreation District to ultimately dedicate land to the District and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted in light of the current understanding between the Developer and Mapleton School District to dedicate five acres of land or construct an early childhood learning center within the development. These negotiations are ongoing and are not yet finalized as of the time of Phase 1. The bonds will have an expiration date of four or five years, as specified below, from the date of approval of this SIA. If the PLD obligations have not been fulfilled at the end of year three or year four, as specified below, the County shall cash the bonds and no future credits or refunds of these fees will be available.

School and Park Update.

9. (a) **School.** Per the approved PDP, Developer has committed to dedicate five (5) acres to Adams County to be dedicated to Mapleton School District (the “School District”), and Developer has otherwise agreed to deliver a cash in lieu payment to satisfy Developer’s remaining dedication requirement (in an amount equivalent to attributed value for approximately two (2) acres within the amended PDP Property). The amended PDP will still obligate Developer to dedicate the same five (5) acre parcel located on the southeastern portion of parcel 1. However, Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District’s needs for an early learning center located in the Midtown subdivision. Accordingly, Developer has proposed the dedication of a parcel of property in the mixed-use area of the Midtown subdivision to the School District, upon which Developer would construct an early learning center, in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash in-lieu owed to the School District and escrowed by the County equal to the land so dedicated (and, in the case of an early learning center, that portion of construction costs to be borne by Developer), such that Developer will seek a release of funds from any such escrow as of the time of determination. Developer shall provide a surety bond to the County in the amount of \$89,864.15 in order to satisfy the Schools portion of the PLD requirements for phase 1. This bond shall expire four (4) years from the date of this agreement. After the completion of the third year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the PLD requirements by dedicating either the five (5) acre site within phase 9 or by dedicating land and providing construction costs for an early learning center within phase 8. If cashed, the money from this bond shall be held in an

account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

9. (b) **Parks.** Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43 acre park within phase 4 of the amended Midtown PDP. The park will be fully designed and developed by the Clear Creek Station Metropolitan District No. 1 ("CCSMD") in coordination with the Hyland Hills Recreation District. CCSMD and the Hyland Hills Recreation District are of the understanding that the park will be developed by CCSMD and turned over to Hyland Hills upon completion for operations and maintenance. If Hyland Hills chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer's proposal to dedicate a 2 acre neighborhood park within the Property, and a 43 acre park to Hyland Hills, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cash in-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then Cash In-Lieu for the difference will be paid to the County at the time of submittal of a final plat application for that phase.

Developer shall provide a surety bond to the County in the amount of \$115,090.56 in order to satisfy the Neighborhood Parks portion of the Public Land Dedication requirements for phase 1. This bond shall expire five (5) years from the date of this agreement. After the completion of the fourth year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for phase 1 by dedicating neighborhood parks land in future phases. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

The planned 43 acre park within phase 4 of the Amended Midtown PDP shall be credited toward the Developer's Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the developer shall pay \$74,808.86 cash-in-lieu to fulfill the Regional Park PLD requirement for phase 1.

10. **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.
11. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of Section 10, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the "Districts"), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 14 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in accordance with Section 13 hereof. Said notice shall contain the effective date of such assignment.
12. **Special Provisions.** This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.

13. **Notice.** Any notice which may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, and unless amended by written notice, to the following:

DEVELOPER

Midtown LLC
188 Inverness Drive West, Suite 150
Englewood, Colorado 80112
Attn: Dan Romero
(303) 706-9451

ADAMS COUNTY

Planning and Development
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Kristin Sullivan
(720) 523-6800

Public Works
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Laurie Clark
(720) 523-6875

14. **Improvements.** The undersigned Developer hereby agrees to provide the following public improvements.

Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for Pecos Street, 68th Avenue, West 67th Avenue, Larsh Drive, Avrum Drive, Alan Drive, Raritan Drive and 68th Street in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit “D”.

Drainage facilities include curb & gutter, inlets, swales, storm sewer pipes, manholes, distilling basin, outlet structure, weirs, drop structures and water quality pond in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit “D”.

Location of improvements is shown on Exhibit “C”. Phasing of improvements are listed on Exhibit “B”.

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

Subdivision Improvements Agreement
Midtown LLC
MIDTOWN AT CLEAR CREEK
Phase 1
Case No. PRC2012-00001 &
PRC2012-00007

Midtown LLC.

By:

Dan Romero
Dan Romero, Vice President of Operations

The foregoing instrument was acknowledged before me this 7th day of August, 2012, by DAN ROMERO, VICE PRESIDENT OF OPERATIONS.

My commission expires: _____

Address: 188 INVERNESS DR W #150
ENGLEWOOD CO 80112

Carole Dodero
Notary Public

CAROLE DODERO
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 4-30-2014

APPROVED AS TO FORM:

Jeffrey A. Bascari
County Attorney

APPROVED BY resolution at the meeting of August 8, 2012.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of:

\$ 4,202,052.30

No Construction Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
ATTEST:

Keisha Huse
Clerk of the Board



ADAMS COUNTY, COLORADO

W. J. F. F.
Chairman

EXHIBIT A

Legal Description: MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1

A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 7735, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 28664, BEARS S 89°43'26" E, A DISTANCE OF 2664.23 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION; THENCE ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, S 89°43'26" E, A DISTANCE OF 1123.27 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST 68TH AVENUE, S 89°43'26" E, A DISTANCE OF 524.17 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°16'34" WEST, A DISTANCE OF 26.00 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 89°43'26" EAST, AS DISTANCE OF 264.26 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 428.01 FEET;

THENCE SOUTH 88°02'02" EAST, A DISTANCE OF 237.80 FEET;

THENCE SOUTH 44°51'35" EAST, A DISTANCE OF 52.43 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS SAID POINT ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°00'15" WEST, A DISTANCE OF 1113.41 FEET TO THAT PARCEL OF LAND DESCRIBED IN BOOK 3570 AT PAGE 311 OF THE ADAMS COUNTY RECORDS;

THENCE DEPARTING SAID WESTERLY LINE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 89°55'26" WEST, A DISTANCE OF 10.00 FEET;

2) SOUTH 00°00'15" WEST, A DISTANCE OF 141.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST, A DISTANCE OF 3.00 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'15" EAST, A DISTANCE OF 53.67 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 278.74 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 342.18 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 14.01 FEET;
THENCE NORTH 89°43'54" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 14.01 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 13.55 FEET;
THENCE NORTH 89°43'47" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 13.56 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 47.50 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 352.50 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 26.50 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 26.50 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 105.00 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 106.79 FEET;
THENCE NORTH 44°43'26" WEST, A DISTANCE OF 13.73 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 471.94 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 40.85 FEET;
THENCE SOUTH 54°47'32" WEST, A DISTANCE OF 17.66 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 31.96 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 10.25 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 84.71 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 1,210,563 SQUARE FEET OR 27.791 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2:

THE NORTH 315.55 FEET OF PLOTS 21 AND 22, NORTH BROADWAY GARDENS, EXCEPT THE WEST 20 FEET THEREOF CONVEYED TO ADAMS COUNTY BY DEED RECORDED NOVEMBER 28, 1988 IN BOOK 3513 AT PAGE 50, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF 196,225 SQUARE FEET OR 4.505 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TWO PARCELS CONTAIN A TOTAL CALCULATED AREA OF 1,406,788 SQUARE FEET OR 32.295 ACRES, MORE OR LESS.

EXHIBIT B

Public Improvements: MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1

Construction Completion Date for Phase 1A: June 30, 2013

Construction Completion Date for Phase 1B: December 31, 2014

Construction Completion Date for Water Quality Pond: June 30, 2013

Construction Completion Date for West 67th Avenue: June 30, 2013

Construction Completion Date for Raritan Drive: June 30, 2013

Construction Completion Date for 68th Avenue Improvements: June 30, 2013

Construction Completion Date for Pecos Street Improvements: June 30, 2013

Initials of Developer: _____

Public Improvements: Phase 1A

Description	Est. Quantity		Est. Unit Cost	Est. Cost
GRADING				
CLEARING/GRUBBING	20.6	AC	300.00	\$6,180
STRIPPINGS (Strip Topsoil)	13,848	CY	1.25	\$17,310
MASS EXCAVATION (Cut to Fill)	39,700	CY	1.40	\$55,580
FINE GRADING	23,830	SF	0.09	\$2,145
			Grading Subtotal	\$105,552
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	37	LF	35.00	\$1,295
24" RCP (0-8' DEPTH)	35	LF	40.00	\$1,400
30" RCP (0-8' DEPTH)	567	LF	47.00	\$26,649
42" RCP (0-8' DEPTH)	79	LF	85.00	\$6,715
54" RCP (0-8' DEPTH)	995	LF	110.00	\$109,450
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
4' DIA. MANHOLE	1	EA	1,850.00	\$1,850
6' DIA. MANHOLE	1	EA	3,250.00	\$3,250
8' DIA. MANHOLE	4	EA	6,000.00	\$24,000
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	3	EA	4,500.00	\$13,500
TYPE 'C' INLET	1	EA	3,000.00	\$3,000
TEMPORARY RIPRAP	150	SY	40.00	\$6,000
TEMPORARY RIPRAP DROPS	3	EA	5,000.00	\$15,000
TEMPORARY DRAINAGE CHANNELS	1,551	LF	10.00	\$15,510
			Storm Drainage Subtotal	\$232,619
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	3,903	LF	10.50	\$40,982
13' WIDE CONCRETE ALLEY	1,554	LF	27.95	\$43,434
ALLEY CURB CUT / APPROACH	7	EA	1,350.00	\$9,450
5' WALK (4" THICKNESS)	2,548	LF	13.75	\$35,035
SUBGRADE PREP CONC.	8,005	LF	1.25	\$10,006
HANDICAP RAMPS (15' RADIUS)	8	EA	1,750.00	\$14,000
MID-BLOCK HANDICAP RAMPS	1	EA	650.00	\$650
CROSS PANS	2	EA	3,000.00	\$6,000
PAVING				
8" FULL DEPTH ASPHALT	4,760	SY	18.50	\$88,060
SUBGRADE PREP ASPHALT	5,835	SY	3.75	\$21,881
ADJ MH TO GRADE	6	EA	300.00	\$1,800
ADJ VALVES TO GRADE	6	EA	100.00	\$600
SWEEP STREETS	5,910	SY	0.20	\$1,182
SIGNAGE				
BARRIERS/CONTR SIGNS	3	EA	500.00	\$1,500
STREET SIGNS	17	EA	625.00	\$10,625
			Street Subtotal	\$285,205
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
			Retaining Wall Subtotal	\$4,900
DRY UTILITIES				
STREET LIGHTS 7000L	4	EA	3,500.00	\$24,000
			Dry Utilities Subtotal	\$24,500
			Planning Area 1A Total	\$617,939

Public Improvements: Phase 1B

Description	Est. Quantity		Est. Unit Cost	Est. Cost
GRADING				
CLEARING/GRUBBING	9.8	AC	300.00	\$2,940
STRIPPINGS (Strip Topsoil)	6,588	CY	1.25	\$8,235
FINE GRADING	3,284	SF	0.09	\$296
			Grading Subtotal	\$11,470
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	36	LF	35.00	\$1,260
24" RCP (0-8' DEPTH)	66	LF	40.00	\$2,640
5' DIA. MANHOLE	1	EA	2,500.00	\$2,500
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	1	EA	4,500.00	\$4,500
			Storm Drainage Subtotal	\$14,150
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	4,451	LF	10.50	\$46,736
13' WIDE CONCRETE ALLEY	2,386	LF	27.95	\$66,689
ALLEY CURB CUT / APPROACH	11	EA	1,350.00	\$14,850
5' WALK (4" THICKNESS)	3,800	LF	13.75	\$52,250
SUBGRADE PREP CONC.	10,637	LF	1.25	\$13,296
HANDICAP RAMPS (15' RADIUS)	10	EA	1,750.00	\$17,500
MID-BLOCK HANDICAP RAMPS	5	EA	650.00	\$3,250
CROSS PANS	2	EA	3,000.00	\$6,000
PAVING				
8" FULL DEPTH ASPHALT	7,705	SY	18.50	\$142,543
ENHANCED PAVING	388	SF	11.05	\$4,287
SUBGRADE PREP ASPHALT	8,785	SY	3.75	\$32,944
SWEEP STREETS	15,410	SY	0.20	\$3,082
SIGNAGE				
BARRIERS/CONTR SIGNS	2	EA	500.00	\$1,000
STREET SIGNS	10	EA	625.00	\$6,250
			Street Subtotal	\$410,676
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
			Retaining Wall Subtotal	\$4,900
DRY UTILITIES				
STREET LIGHTS 7000L	6	EA	3,500.00	\$21,000
			Dry Utilities Subtotal	\$21,000
			Planning Area 1B Total	\$462,196

Public Improvements: Pecos Street

Description	Est. Quantity		Est. Unit Cost	Est. Cost
GRADING				
CLEARING/GRUBBING	1.2	AC	300.00	\$360
STRIPPINGS (Strip Topsoil)	807	CY	1.25	\$1,008
MASS EXCAVATION (Cut to Fill)	1,500	CY	1.40	\$2,100
FINE GRADING	37,960	SF	0.09	\$3,416
Grading Subtotal				\$6,885
STORM DRAINAGE				
24" RCP (0-8' DEPTH)	15	LF	40.00	\$600
60" RCP (0-8' DEPTH)	35	LF	150.00	\$5,250
3'x6' CBC	335	LF	325.00	\$108,875
BOX BASE MANHOLE	1	EA	9,000.00	\$9,000
CORE MANHOLE FOR 3'x6' CBC	2	EA	6,000.00	\$12,000
TYPE '13' SINGLE COMBINATION INLET	1	EA	5,000.00	\$5,000
TYPE '13' TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
Storm Drainage Subtotal				\$155,725
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	3,161	LF	10.50	\$33,191
6" VERTICAL CURB & GUTTER (1' PAN)	2,951	LF	10.00	\$29,510
8' WALK (4" THICKNESS)	3,190	LF	22.00	\$70,180
SUBGRADE PREP CONC.	9,302	LF	1.25	\$11,628
HANDICAP RAMPS (30' RADIUS)	4	EA	2,500.00	\$10,000
PAVING				
2" ASPHALT MILL & OVERLAY	11,310	SY	10.00	\$113,100
10" FULL DEPTH ASPHALT	3,765	SY	23.00	\$86,595
ENHANCED PAVING	734	SF	11.05	\$8,111
MONUMENTS	2	EA	8,500.00	\$17,000
SPLASH CURB	1,121	LF	25.50	\$28,586
LOW SIGN WALLS	154	FF	34.00	\$5,236
SUBGRADE PREP ASPHALT	4,890	SY	3.75	\$18,338
ADJ. MH TO GRADE	16	EA	150.00	\$2,400
ADJ. VALVES TO GRADE	10	EA	50.00	\$500
SWEEP STREETS	30,150	SY	0.20	\$6,030
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	25,000.00	\$25,000
STRIPING	1	LS	15,000.00	\$15,000
TRAFFIC SIGNALS (68th AVE. & MAIN ST.)	2	EA	200,000.00	\$400,000
STREET SIGNS	15	EA	625.00	\$9,375
Street Subtotal				\$889,778
DEMOLITION				
SAW CUT ASPHALT	6,560	LF	3.50	\$22,960
REMOVE AND DISPOSE CURB & GUTTER	2,880	LF	4.00	\$11,520
REMOVE AND DISPOSE PAVEMENT	1,665	SY	10.00	\$16,650
REMOVE AND DISPOSE TYPE '13' SINGLE INLET	1	EA	1,500.00	\$1,500
REMOVE AND DISPOSE TYPE '13' TRIPLE INLET	1	EA	2,500.00	\$2,500
REMOVE AND DISPOSE SIDEWALK	2,880	LF	3.00	\$8,640
Demolition Subtotal				\$63,770
DRY UTILITIES				
STREET LIGHTS 7000L	8	EA	3,500.00	\$28,000
Dry Utilities Subtotal				\$28,000
Pecos Street Total				\$1,144,157

Public Improvements: 68th Avenue

Description	Est. Quantity		Est. Unit Cost	Est. Cost
GRADING				
CLEARING/GRUBBING	1.5	AC	300.00	\$450
STRIPPINGS (Strip Topsoil)	1,008	CY	1.25	\$1,260
MASS EXCAVATION (Cut to Fill)	2,000	CY	1.40	\$2,800
FINE GRADING	22,070	SF	0.09	\$1,986
			Grading Subtotal	\$6,497
STORM DRAINAGE				
54” RCP (0-8’ DEPTH)	225	LF	110.00	\$24,750
54” FLARED END SECTION	1	EA	1,750.00	\$1,750
8’ DIA. MANHOLE	3	EA	6,000.00	\$18,000
TYPE ‘13’ QUAD COMBINATION INLET	1	EA	20,000.00	\$20,000
TYPE ‘13’ TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
TEMPORARY RIPRAP	105	SY	40.00	\$4,200
TEMPORARY DRAINAGE CHANNELS	1,100	LF	10.00	\$11,000
			Storm Drainage Subtotal	\$94,700
STREETS - LOCAL				
CONCRETE				
6” VERTICAL CURB & GUTTER (2’ PAN)	1,115	LF	10.50	\$11,708
5’ WALK (4” THICKNESS)	1,165	LF	13.75	\$16,019
SUBGRADE PREP CONC.	2,280	LF	1.25	\$2,850
HANDICAP RAMPS (25’ RADIUS)	4	EA	2,250.00	\$9,000
PAVING				
10” FULL DEPTH ASPHALT	1,300	SY	23.00	\$29,900
2” ASPHALT MILL & OVERLAY	6,145	SY	10.00	\$61,450
SUBGRADE PREP ASPHALT	2,150	SY	3.75	\$8,063
ADJ. MH TO GRADE	9	EA	150.00	\$1,350
ADJ. VALVES TO GRADE	7	EA	50.00	\$350
SWEEP STREETS	2,600	SY	0.20	\$520
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	15,000.00	\$15,000
STRIPING	1	LS	7,500.00	\$7,500
LOW SIGN WALLS	526	FF	34.00	\$17,884
STREET SIGNS	10	EA	625.00	\$6,250
			Street Subtotal	\$187,843
DEMOLITION				
SAW CUT ASPHALT	1,450	LF	3.50	\$5,075
REMOVE AND DISPOSE CURB & GUTTER	1,278	LF	4.00	\$5,112
REMOVE AND DISPOSE PAVEMENT	3,140	SY	10.00	\$31,400
REMOVE AND DISPOSE 36” RCP	135	LF	15.00	\$2,025
			Demolition Subtotal	\$43,612
DRY UTILITIES				
STREET LIGHTS 7000L	4	EA	3,500.00	\$14,000
			Dry Utilities Subtotal	\$14,000
			68th Avenue Total	\$346,651

Public Improvements: West 67th Ave.

Description	Est. Quantity		Est. Unit Cost	Est. Cost
GRADING				
CLEARING/GRUBBING	1.0	AC	300.00	\$300
STRIPPINGS (Strip Topsoil)	672	CY	1.25	\$840
MASS EXCAVATION (Cut to Fill)	3,500	CY	1.40	\$4,900
FINE GRADING	4,937	SF	0.09	\$444
			Grading Subtotal	\$6,485
STORM DRAINAGE				
18” RCP (0-8’ DEPTH)	425	LF	35.00	\$14,875
4’ DIA. MANHOLE	2	EA	1,850.00	\$3,700
5’ TYPE ‘R’ INLET	2	EA	3,250.00	\$6,500
TYPE ‘13’ SINGLE COMBINATION INLET	1	EA	3,500.00	\$3,500
			Storm Drainage Subtotal	\$28,575
STREETS - LOCAL				
CONCRETE				
6” VERTICAL CURB & GUTTER (2’ PAN)	862	LF	10.50	\$9,051
6” VERTICAL CURB & GUTTER (1’ PAN)	680	LF	10.00	\$6,800
5’ WALK (4” THICKNESS)	696	LF	13.75	\$9,570
SUBGRADE PREP CONC.	2,238	LF	1.25	\$2,798
HANDICAP RAMPS (15’ RADIUS)	2	EA	1,750.00	\$3,500
PAVING				
8” FULL DEPTH ASPHALT	1,875	SY	18.50	\$34,688
ENHANCED PAVING	344	SF	11.05	\$3,801
SUBGRADE PREP ASPHALT	2,320	SY	3.75	\$8,700
ADJ. MH TO GRADE	2	EA	300.00	\$600
ADJ. VALVES TO GRADE	2	EA	100.00	\$200
SWEEP STREETS	3,750	SY	0.20	\$750
SIGNAGE				
STREET SIGNS	8	EA	625.00	\$5,000
			Street Subtotal	\$85,457
RETAINING WALLS				
LOW WALLS	261	SF	34.00	\$8,874
			Retaining Wall Subtotal	\$8,874
DRY UTILITIES				
STREET LIGHTS 7000L	2	EA	3,500.00	\$7,000
			Dry Utilities Subtotal	\$7,000
			West 67th Avenue Total	\$136,391

Public Improvements: Raritan Drive

Description	Est. Quantity		Est. Unit Cost	Est. Cost
GRADING				
CLEARING/GRUBBING	4.4	AC	300.00	\$1,320
STRIPPINGS (Strip Topsoil)	2,958	CY	1.25	\$3,697
MASS EXCAVATION (Cut to Fill)	7,500	CY	1.40	\$10,500
FINE GRADING	5,200	SF	0.09	\$468
			Grading Subtotal	\$15,985
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	72	LF	35.00	\$2,520
24" RCP (0-8' DEPTH)	83	LF	40.00	\$3,320
30" RCP (0-8' DEPTH)	33	LF	47.00	\$1,551
42" RCP (0-8' DEPTH)	536	LF	85.00	\$45,560
48" RCP (0-8' DEPTH)	221	LF	100.00	\$22,100
48" FLARED END SECTION	1	EA	1,500.00	\$1,500
6' DIA. MANHOLE	6	EA	3,250.00	\$19,500
5' TYPE 'R' INLET	4	EA	3,250.00	\$13,000
			Storm Drainage Subtotal	\$109,051
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	1,814	LF	10.50	\$19,047
13' WIDE CONCRETE ALLEY	537	LF	27.95	\$15,009
20' WIDE CONCRETE ALLEY	345	LF	37.75	\$ 13,024
ALLEY CURB CUT / APPROACH	4	EA	1,350.00	\$5,400
5' WALK (4" THICKNESS)	1,670	LF	13.75	\$22,963
SUBGRADE PREP CONC.	4,370	LF	1.25	\$5,463
HANDICAP RAMPS (15' RADIUS)	2	EA	1,750.00	\$3,500
PAVING				
8" FULL DEPTH ASPHALT	3,610	SY	18.50	\$66,785
ENHANCED PAVING	319	SF	11.05	\$3,525
SUBGRADE PREP ASPHALT	3,710	SY	3.75	\$13,913
ADJ MH TO GRADE	9	EA	300.00	\$2,700
ADJ VALVES TO GRADE	7	EA	100.00	\$700
SWEEP STREETS	3,610	SY	0.20	\$7,22
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	500.00	\$500
STREET SIGNS	5	EA	625.00	\$3,125
			Street Subtotal	\$176,374
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	261	SF	35.00	\$8,874
			Retaining Wall Subtotal	\$8,874
DRY UTILITIES				
STREET LIGHTS 7000L	3	EA	3,500.00	\$10,500
			Dry Utilities Subtotal	\$10,500
			Raritan Drive Total	\$320,785

Public Improvements: Water Quality Pond

Description	Est. Quantity		Est. Unit Cost	Est. Cost
GRADING				
CLEARING/GRUBBING	3.5	AC	300.00	\$1,050
STRIPPINGS (Strip Topsoil)	2,353	CY	1.25	\$2,941
MASS EXCAVATION (Cut to Fill)	32,690	CY	1.40	\$45,766
FINE GRADING	119,252	SF	0.09	\$10,733
			Grading Subtotal	\$60,490
STORM DRAINAGE				
54” RCP (0-8’ DEPTH)	112	LF	110.00	\$12,320
54” FLARED END SECTION	1	EA	1,750.00	\$1,750
POND RIPRAP SPILLWAY	650	SY	55.00	\$35,750
BURIED RIPRAP TRICKLE CHANNEL/WEIR	45	SY	45.00	\$2,025
RIPRAP	100	SY	40.00	\$4,000
USBR TYPE VI IMPACT STILLING BASIN	1	EA	45,000.00	\$45,000
FOREBAY	1	EA	7,500.00	\$7,500
POND OUTLET STRUCTURE	1	EA	35,000.00	\$35,000
			Storm Drainage Subtotal	\$143,345
ACCESS ROAD				
10’ WIDE ACCESS ROAD	800	LF	20.00	\$16,000
			Street Subtotal	\$16,000
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	2,720	FF	35.00	\$95,200
			Retaining Wall Subtotal	\$95,200
			Pond Total	\$315,035

EXHIBIT C
Phasing Map

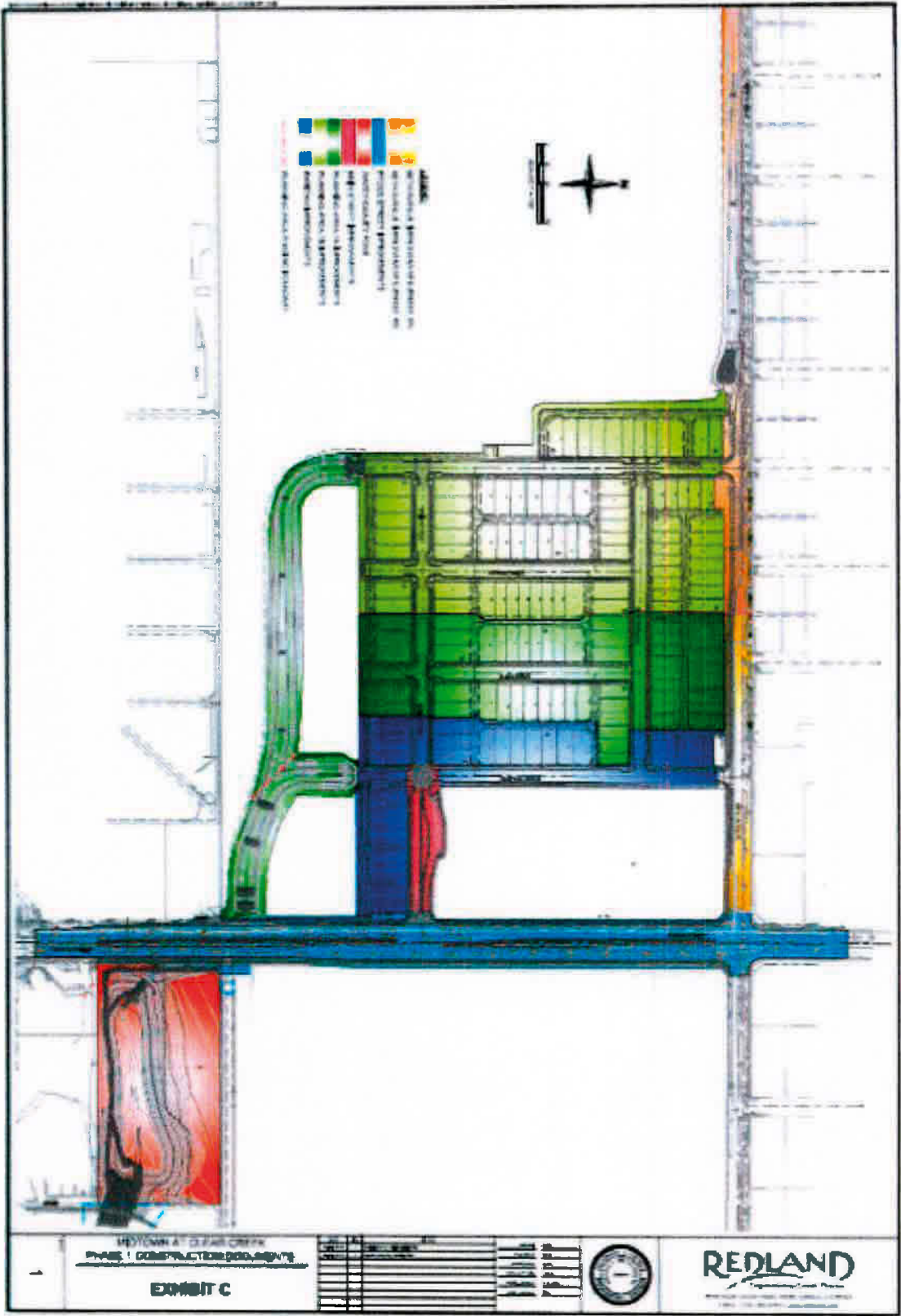


EXHIBIT D
Public Private Map

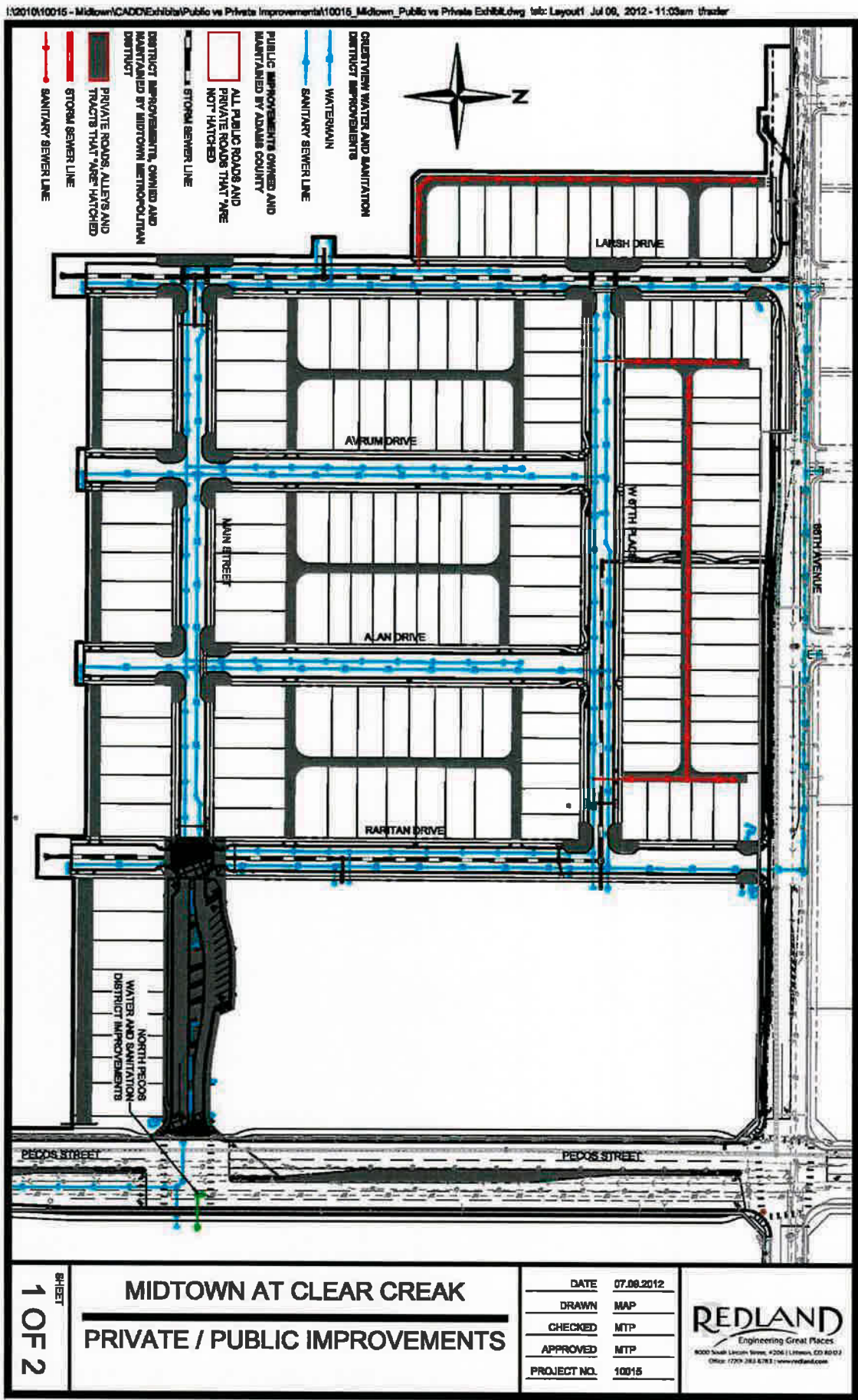


EXHIBIT D
Public Private Map

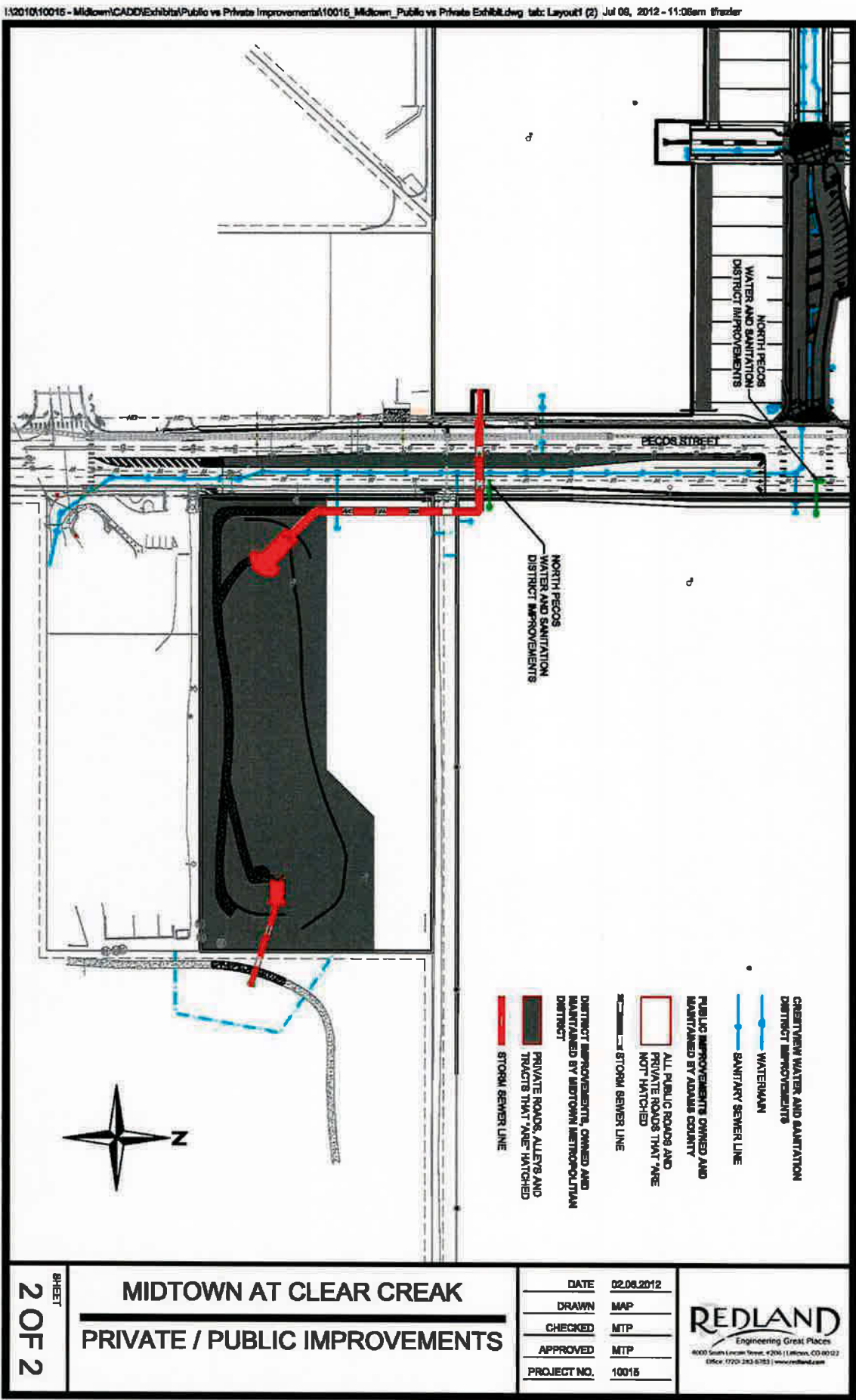




Exhibit A: Midtown Filing 1, Pecos Street Phase





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Thomas Wolf and Diane C. Wolf, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Thomas Wolf and Diane C. Wolf for dedication of road right-of-way for \$635.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND THOMAS WOLF AND DIANE C. WOLF, FOR PROPERTY NECESSARY
FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 8078 Grace Court located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Thomas Wolf and Diane C. Wolf (“Parcel 70”); and,

WHEREAS, Adams County requires ownership of Parcel 70 for construction of the street improvements; and,

WHEREAS, Thomas Wolf and Diane C. Wolf are willing to sell Parcel 70 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Thomas Wolf and Diane C. Wolf** whose address is **8078 Grace Court, Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **8078 Grace Court, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$635.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$55.00 for sod, and \$40.00 for sprinkler head and tubing. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 50 square feet of lawn/sod, and a sprinkler head and tubing. But the County has agreed to reimburse the owner the expense of the lost lawn/sod, and sprinkler head and tubing, and made a part of this Agreement.
6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Thomas Wolf
Thomas Wolf

By: Diane C. Wolf
Diane C. Wolf

Date: 7-2-18

Date: 7-2-18

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM THOMAS AND DIANE WOLF
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 1, Block 38 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesternly Corner of said Lot 1, thence South 5°44'38" West, along the Westerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Westerly line, North 50°01'18" East, a distance of 14.32 feet to a point on a nontangent curve concave Northerly and having a radius of 1190.34 feet, said curve being the Northerly line of said Lot 1;

Thence Westerly along said curve to the right, and the Northerly line of said Lot 1, a distance of 10.00 feet through a central angle of 0°28'53", with a chord bearing North 85°42'01" West and a chord distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

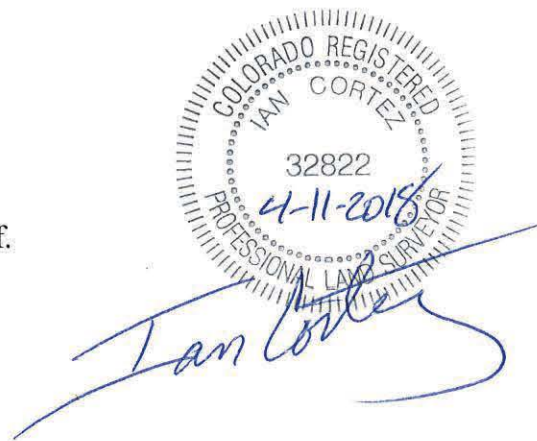


EXHIBIT "B"

E. 81st AVENUE

POINT OF
BEGINNING

L=10.00'
R=1190.34'
 $\Delta=0^{\circ}28'53''$
ChBrq=N85°42'01"W
LC=10.00'

S5°44'38"W
10.00'

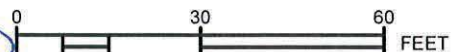
N50°01'18"E
14.32'

AREA=
50 S.F., ±

THOMAS AND DIANE WOLF
LOT 1, BLOCK 38
SHERRELWOOD ESTATES FILING NO. 5

8078 GRACE CT
PN: 1719-27-4-15-001

GRACE COURT



SCALE: 1" = 30'



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Vandara Pongphachanxay, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Vandara Pongphachanxay for dedication of road right-of-way for \$810.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND VANDARA PONGPHACHANXAY, FOR PROPERTY NECESSARY FOR
THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7790 Pecos Street located in the Northeast Quarter of Section 33, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Vandara Pongphachanxay (“Parcel 71”); and,

WHEREAS, Adams County requires ownership of Parcel 71 for construction of the street improvements; and,

WHEREAS, Vandara Pongphachanxay is willing to sell Parcel 71 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Vandara Pongphachanxay** whose address is **2185 Pinon Circle, Erie, CO 80516-7958** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7790 Pecos Street, Denver, Co 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$810.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$55.00 for sod, \$165.00 for boulders, and \$50.00 for river rock landscaping. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 50 square feet of lawn/sod, boulders, and river rock landscaping. But the County has agreed to reimburse the owner the expense

of the lost lawn/sod, boulders, and river rock landscaping, and made a part of this Agreement.

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

Owner:

By: _____

Vandara Pongphachanxay

Date: _____

8-10-2018

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

DEED FROM VANDARA PONGPHACHANXAY TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 46, of the PEARL MACK MANOR NINTH FILING, a Subdivision recorded on May 13, 1958 in File No. 10 Map 270 Reception No. 544730 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northeast Quarter of Section 33, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 1, thence North 89°34'58" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 0°01'52" West, a distance of 5.00 feet to a point;

Thence South 89°34'58" West, a distance of 10.00 feet to a point on the Westerly line of said Lot 1;

Thence North 0°01'52" East, along the Westerly line of said Lot 1, a distance of 5.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

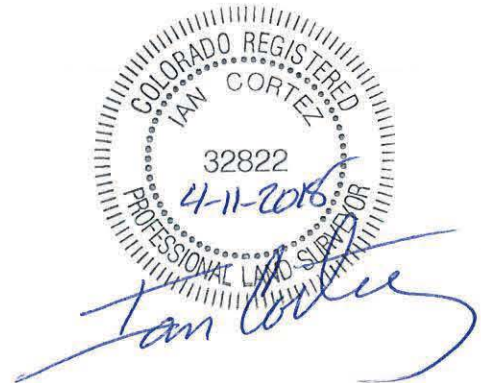


EXHIBIT "B"

POINT OF
BEGINNING

N89°34'58"E
10.00'

ELMWOOD LANE

N0°01'52"E
5.00'

S0°01'52"W
5.00'

AREA=
50 S.F., ±
S89°34'58"W
10.00'

VANDARA PONGPHACHANXAY
LOT 1, BLOCK 46
PEARL MACK MANOR
NINTH FILING

7790 PECOS ST.
PN: 1719-33-1-19-001

PECOS STREET



ADAMS COUNTY
COLORADO



SCALE: 1" = 30'

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Jonathon A. Shafto and Kathrene L. Shafto, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Jonathon A. Shafto and Kathrene L. Shafto for dedication of road right-of-way for \$1,902.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND JONATHAN A. SHAFTO AND KATHRENE L. SHAFTO, FOR PROPERTY
NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS
PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7628 Lincoln Way located in the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Jonathon A. Shafto and Kathrene L. Shafto (“Parcel 64”); and,

WHEREAS, Adams County requires ownership of Parcel 64 for construction of the street improvements; and,

WHEREAS, Jonathon A. Shafto and Kathrene L. Shafto are willing to sell Parcel 64 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Jonathan A. Shafto and Kathrene L. Shafto** whose address is **7628 Lincoln Way, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7628 Lincoln Way, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND NINE HUNDRED TWO AND NO/100 DOLLARS (\$1,902.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$1,696.00 for the land dedication of road right-of-way, \$164.00 for stones, \$30.00 for landscape timbers and \$12.00 for redwood mulch. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 3 cubic yards of redwood mulch, 20 feet of landscape timbers and 5 landscape stones. But the County has agreed to reimburse the

owner the expense of the lost timbers, mulch and stones and made a part of this Agreement.

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

Owner:

By: _____

Jonathan A. Shafto

Date: _____

6/29/18

By: _____

Kathrene L. Shafto

Date: _____

6/29/2018

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

DEED FROM JOHNATHAN AND KATHERENE SHAFTO TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 5, of the SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 1, said point being the beginning of a nontangent curve concave Northwesternly and having a radius of 175.00 feet, said curve being the Northerly line of said Lot 1; thence Northeasterly along said curve to the left, and the Northerly line of said Lot 1, a distance of 18.01 feet through a central angle of 5°53'45", with a chord bearing North 57°54'28" East and a chord distance of 18.00 feet;

Thence leaving said Northerly line, South 16°26'24" West, a distance of 26.98 feet to the beginning of a nontangent curve concave Westerly and having a radius of 440.00 feet, said curve being the Westerly line of said Lot 1;

Thence Northwesternly along said curve to the left, and the Westerly line of said Lot 1, a distance of 18.00 feet through a central angle of 2°20'39", with a chord bearing North 25°01'40" West and a chord distance of 18.00 feet to the Point of Beginning.

Containing: 157 square feet, more or less.

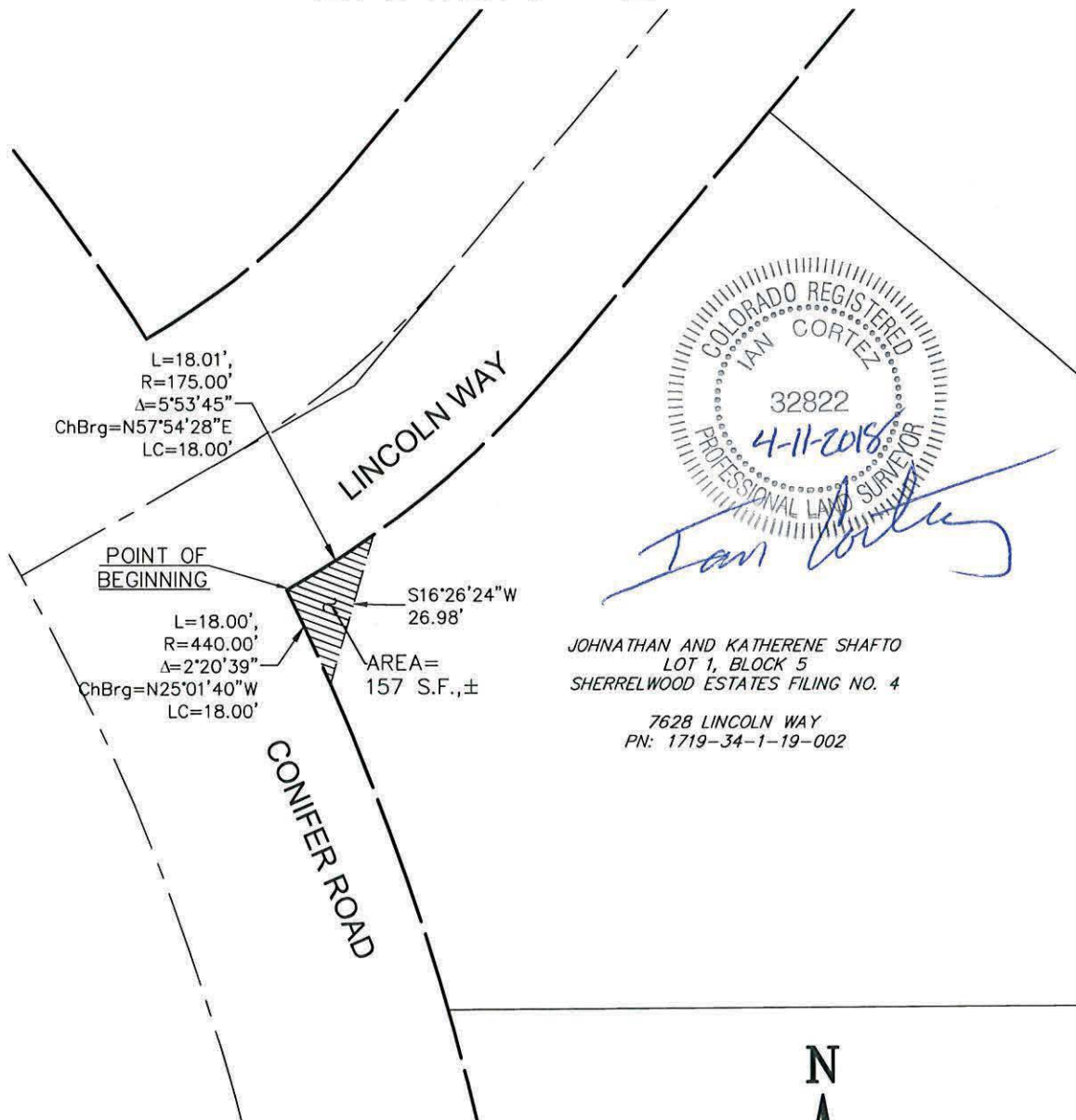
Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



EXHIBIT "B"



JOHNATHAN AND KATHERENE SHAFTO
LOT 1, BLOCK 5
SHERRELWOOD ESTATES FILING NO. 4
7628 LINCOLN WAY
PN: 1719-34-1-19-002



SCALE: 1" = 30'



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Kevin Ray Kitzmann and Patricia Ann Kitzmann, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Kevin Ray Kitzmann and Patricia Ann Kitzmann for dedication of road right-of-way for \$855.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND KEVIN RAY KITZMANN AND PATRICIA ANN KITZMANN, FOR
PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA
RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 400 West 80th Avenue located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Kevin Ray Kitzmann and Patricia Ann Kitzmann (“Parcel 44”); and,

WHEREAS, Adams County requires ownership of Parcel 44 for construction of the street improvements; and,

WHEREAS, Kevin Ray Kitzmann and Patricia Ann Kitzmann are willing to sell Parcel 44 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Kevin Ray Kitzmann and Patricia Ann Kitzmann** whose address is **400 West 80th Avenue, Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **400 West 80th Avenue, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **EIGHT HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$855.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$260.00 for chain link fence, and \$55.00 for sod. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 18, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 50 square feet of lawn/sod and approximately 14 lineal feet of chain link fence. But the County has agreed to reimburse the owner

the expense of the lost lawn/sod and chain link fence plus fence permit fee and made a part of this Agreement.

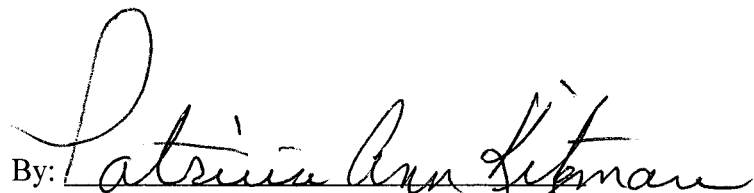
6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement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

Owner:

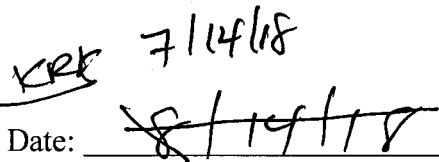
By: _____


Kevin Ray Kitzmann

By: _____


Patricia Ann Kitzmann

Date: _____


7/14/18

Date: _____


7-14-18

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

DEED FROM KEVIN AND PATRICIA KITZMANN TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 16, of the SHERRELWOOD ESTATES FILING NO. 1A, a Subdivision recorded on July 20, 1959, in File No. 10 Map 334 Reception No. 588159 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 1, thence North 89°51'39" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 44°52'43" West, a distance of 14.15 feet to a point on the Westerly line of said Lot 1;

Thence North 0°06'13" West, along the Westerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

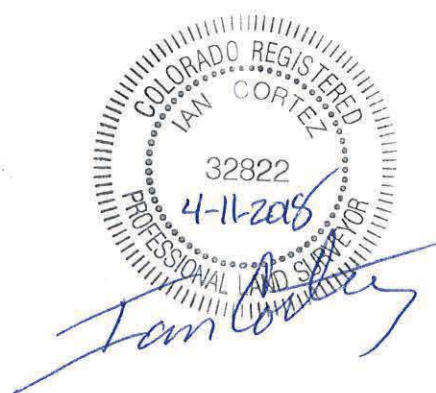


EXHIBIT "B"

POINT OF BEGINNING

N89°51'39"E
10.00'

W. 80th AVENUE

N0°06'13"W
10.00'

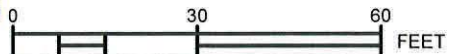
S44°52'43"W
14.15'

AREA=
50 S.F., ±

KEVIN AND PATRICIA KITZMANN
LOT 1, BLOCK 16
SHERRELWOOD ESTATES FILING NO. 1A

400 W 80th AVENUE
PN: 1719-34-2-04-001

CONIFER ROAD



SCALE: 1" = 30'



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Rhianna M. Ross, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Rhianna M. Ross for dedication of road right-of-way for \$635.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND RHIANNA M. ROSS, FOR PROPERTY NECESSARY FOR THE 2018
MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 360 El Paso Court located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Rhianna M. Ross (“Parcel 48”); and,

WHEREAS, Adams County requires ownership of Parcel 48 for construction of the street improvements; and,

WHEREAS, Rhianna M. Ross is willing to sell Parcel 48 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Rhianna M. Ross** whose address is **360 El Paso Court, Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **360 El Paso Court, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$635.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$55.00 for sod and \$40.00 for sprinkler head and tubing. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

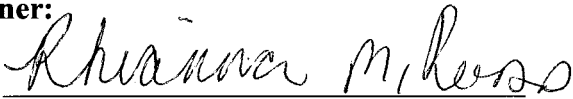
In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 50 square feet of lawn/sod and sprinkler head and tubing. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and sprinkler head and tubing, and made a part of this Agreement.
6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

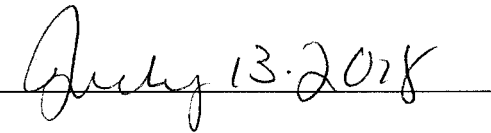
Owner:

By:



Rhianna M. Ross

Date:



Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

DEED FROM RHIANNA ROSS TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 13, Block 15, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 13, thence North 63°16'45" East, along the Northerly line of said Lot 13, a distance of 10.00 feet;

Thence leaving said Northerly line, South 18°16'45" West, a distance of 14.14 feet to a point on the Westerly line of said Lot 13;

Thence North 26°43'15" West, along the Westerly line of said Lot 13, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

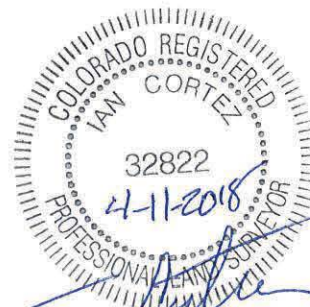
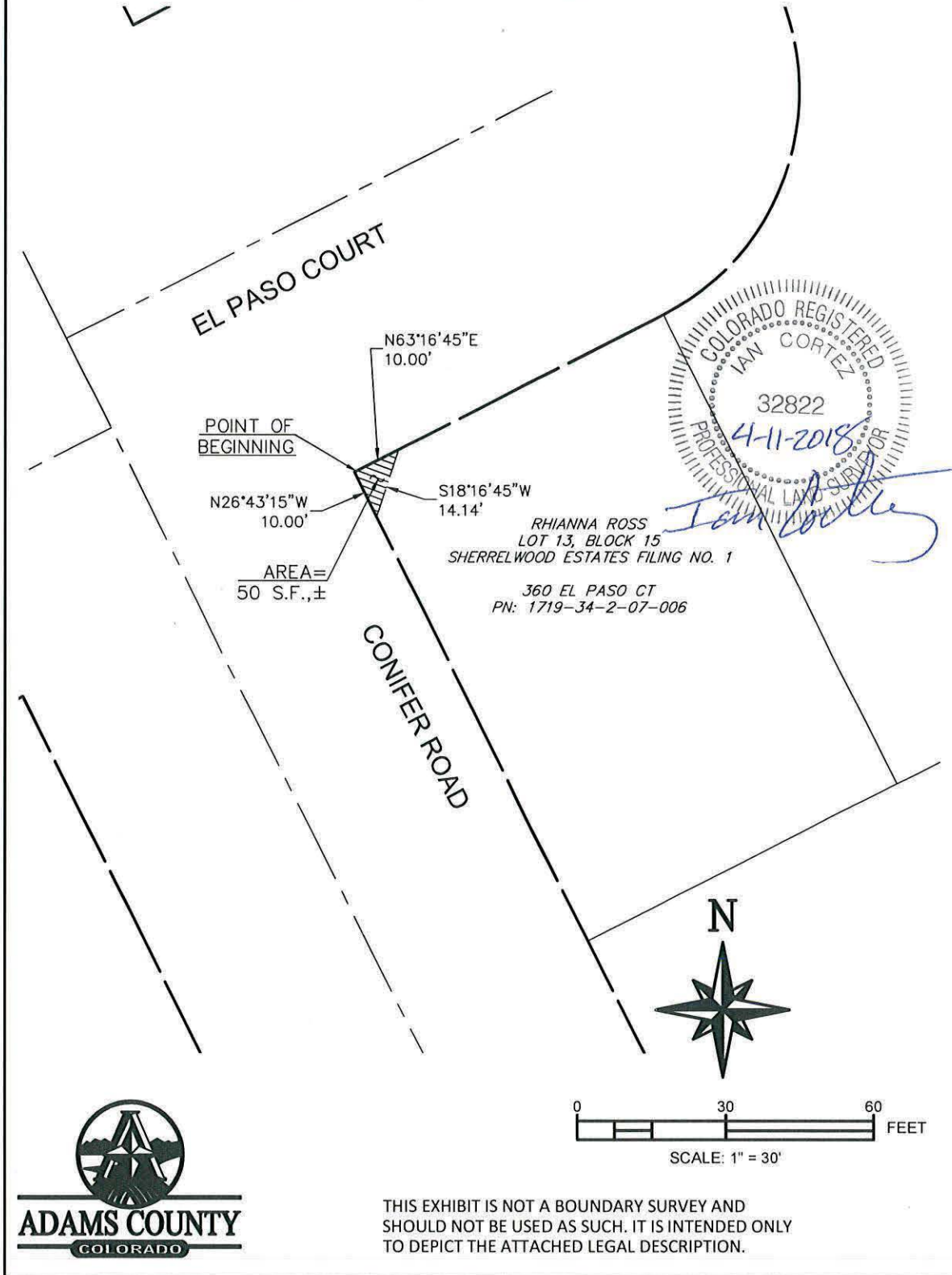


EXHIBIT "B"





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON: August 28, 2018 AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments

Tom Green	Board of Adjustment
Rita Price	Adams County Liquor and Marijuana Licensing Authority

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING THOMAS D. GREEN TO THE BOARD OF ADJUSTMENT
AS A REGULAR MEMBER

WHEREAS, a vacancy currently exists for a member for the Board of Adjustment; and,

WHEREAS, Thomas D. Green has expressed an interest in serving on the Board of Adjustment;
and,

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

WHEREAS, the Board of County Commissioners selected Thomas D. Green to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Thomas D. Green is hereby appointed as a member of the Board
of Adjustment as a regular member for the term as listed below:

Thomas D. Green

Term Expires
Jan 31, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON: August 28, 2018 AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments

Tom Green	Board of Adjustment
Rita Price	Adams County Liquor and Marijuana Licensing Authority

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING RITA M. PRICE TO THE ADAMS COUNTY LIQUOR AND
MARIJUANA LICENSING AUTHORITY AS A REGULAR MEMBER

WHEREAS, a vacancy currently exists for a member for the Adams County Liquor and Marijuana Licensing Authority; and,

WHEREAS, Rita M. Price has expressed an interest in serving on the Adams County Liquor and Marijuana Licensing Authority; and,

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

WHEREAS, the Board of County Commissioners selected Rita M. Price to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Rita M. Price is hereby appointed as a member of the Adams County Liquor and Marijuana Licensing Authority as a regular member for the term as listed below:

Rita M. Price

Term Expires
Jan 30, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Aerotropolis Regional Transportation Authority Member Contribution Funding Agreement
FROM: Heidi Miller
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON: June 19, 2018 study session and Aug. 14, 2018 public hearing (2 nd Amendment to the 2018 Budget)
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Agreement

BACKGROUND:

The BOCC approved the expenditure of \$350,000 to the Aerotropolis Regional Transportation Authority (RTA) in the 2nd Amendment to the 2018 Budget on August 14, 2018. As set forth in the resolution, this contribution is intended to provide initial operating capital for the RTA. The City of Aurora and the Aerotropolis Area Coordinating Metropolitan District are equally contributing \$350,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
Aerotropolis Regional Transportation Authority
City of Aurora
Aerotropolis Area Coordinating Metropolitan District

ATTACHED DOCUMENTS:

Resolution
Agreement

FISCAL IMPACT:

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

Fund: 1**Cost Center: 9252**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810	92521808	\$350,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$350,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AEROTROPOLIS REGIONAL TRANSPORTATION
AUTHORITY MEMBER CONTRIBUTION FUNDING AGREEMENT

WHEREAS, the Regional Transportation Authority (“RTA”) was established pursuant to the Establishment Agreement for the Aerotropolis Regional Transportation Authority made and entered into February 27, 2018, consistent with the provisions of the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S., as amended; and,

WHEREAS, Adams County (the “County”) is a Member of the RTA; and,

WHEREAS, the RTA, was formed in part, in furtherance of supporting the public interest and economic health of the region to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements, and for the stated purpose of constructing, or causing to have constructed, a regional transportation system within or outside the boundaries of the RTA for the primary benefit of those residing or owning property within the boundaries; and,

WHEREAS, it is anticipated that the RTA will receive ongoing revenues from revenue sources including but not limited to the RTA’s future ad valorem property tax mill levy, and from Adams County and the City of Aurora; and,

WHEREAS, the County recognizes that the RTA’s revenue sources as set forth in the IGA are not currently sufficient to fund the operations of the RTA; and

WHEREAS, the County desires to make a one-time contribution of three hundred fifty thousand dollars (\$350,000) to the RTA in order to support the RTA’s operations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Aerotropolis Regional Transportation Authority Member Contribution Funding Agreement is hereby approved.

BE IT FURTHER RESOLVED that the one-time transfer of three hundred fifty thousand dollars (\$350,000) to the RTA, as set forth in said Funding Agreement, is hereby authorized.

AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY MEMBER CONTRIBUTION FUNDING AGREEMENT

THIS AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY MEMBER CONTRIBUTION FUNDING AGREEMENT (this “Agreement”) is entered into and effective as of the 5th day of September, 2018, by and among the AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY, a regional transportation authority established pursuant to the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S., as amended (the “RTA”); the COUNTY OF ADAMS, a political subdivision of the State of Colorado (the “County”); the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas (the “City”); and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (the “District”) (the County, City and District may be referred to collectively herein as the “Members;” the RTA and the Members may be referred to collectively herein as the “Parties”).

WHEREAS, the RTA was established by the Members pursuant to the Establishment Agreement for the Aerotropolis Regional Transportation Authority made and entered into February 27, 2018 (as may be amended, the “IGA”) and consistent with the provisions of the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S., as amended; and

WHEREAS, the Members formed the RTA, in part, in furtherance of supporting the public interest and economic health of the region to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements, and for the stated purpose of constructing, or causing to have constructed, a regional transportation system within or outside the boundaries of the RTA for the primary benefit of those residing or owning property within the boundaries, as further described in the IGA; and

WHEREAS, it is anticipated that the RTA will receive ongoing revenues from revenue sources including but not limited to the RTA’s future ad valorem property tax mill levy, and from the County and the City pursuant to and as further set forth in the IGA; and

WHEREAS, the Members recognize that the RTA’s revenue sources as set forth in the IGA are not currently sufficient to fund the operations of the RTA; and

WHEREAS, the Members desire to contribute funds to the RTA in order to support the RTA’s operations as further set forth herein.

NOW THEREFORE, as full consideration for and in furtherance of the goals, intents, and purposes of the IGA, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Purpose. The purpose of this Agreement is to memorialize the Members' agreement to provide funding contributions to support the RTA and to establish the process by which their contributions will be accomplished.

3. Member Contribution Funds. Each of the Parties agrees to transfer to the RTA the amount of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00), as a one-time funding contribution (the "Member Contribution Funds"). The District has previously delivered its Member Contribution Funds, and the RTA acknowledges its receipt of the same. The County and the City shall each, as soon as practicable following the effective date first set forth above and in a manner reasonably acceptable to the RTA, transfer its respective Member Contribution Funds to the RTA. The Parties acknowledge and agree the Member Contribution Funds are not intended to be reimbursed by the RTA, and therefore the RTA shall have no obligation to reimburse, repay or otherwise refund the Member Contribution Funds. The Parties further agree that upon receipt by the RTA, the Member Contribution Funds may be utilized by the RTA in the full discretion of the Board of Directors of the RTA for any and all purposes of the RTA consistent with the IGA.

4. Conflict of Provisions. In the event of any conflict between the provisions of this Agreement and those of the IGA, the provisions of the IGA shall control.

5. Miscellaneous Provisions.

a. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

b. The Parties do not intend and nothing contained in this Agreement shall be deemed to create a partnership, co-tenancy, joint venture, or agency of any kind between the Parties.

c. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Adams County, Colorado.

d. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of the Parties, and no consultant, contractor, any subcontractor nor any other person or entity is a third-party beneficiary to or under this Agreement.

e. This Agreement contains the entire agreement of the Parties with respect to its subject matter. Any assignments, amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

f. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

g. The Parties are political subdivisions of the State of Colorado and, as such, any and all financial obligations described hereunder are subject to annual budget and appropriations requirements.

h. The Parties, and their respective elected officials, directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights, immunities, or protections afforded by the Colorado Governmental Immunity Act, §§24-10-101 et seq., C.R.S., as the same may be amended from time to time.

i. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

[remainder of page intentionally left blank; signature pages follow]

**AEROTROPOLIS REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: _____

Its: _____

COUNTY OF ADAMS

By: _____

Name: _____

Its: _____

CITY OF AURORA

By: _____

Name: _____

Its: _____

**AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT**

By:_____

Name:_____

Its:_____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 11, 2018
SUBJECT: Countywide Translation and Interpretation Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: All
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with CESCO Linguistic Services, Inc., to provide Translation and Interpretation Services.

BACKGROUND:

Adams County Government (“County”) uses the services of qualified agencies to provide translation and interpretation services, on an “as needed” basis. Multiple County Offices and Departments experience individuals with language barriers, who are unable to read, write, or speak English, or are deaf/hearing impaired. To better assist this population, face-to-face interpretation and translation services are required to support the diverse culture of Adams County’s community who speak various languages at specified locations and often at short notices.

A formal Request for Proposal was solicited through Rocky Mountain E-Purchasing and approved for award to CESCO Linguistic Services, Inc., by the Board of County Commissioners on August 22, 2017. There are currently seven (7) departments using services under the current agreement with CESCO Linguistic Services, Inc.

Staff is pleased with the services provided by the contractor and is requesting the approval of the first renewal year option for services through September 25, 2019.

The original agreement authorized four hundred thousand dollars (\$400,000.00) for services provided by CESCO Linguistic Services, Inc. However, the amount actually spent was less than that amount. Amendment One, if approved, will extend the contract another year and authorize

up to two hundred thirty thousand dollars (\$230,000.00) for the contract renewal term reflecting the lower amount needed.

The agreements with A&A Language, LLC, and LanguageLine Services, Inc., d.b.a. LanguageLine Solutions for similar services will also be renewed. However, these agreements do not require a Resolution at this time, as they are both within the approval authorization limit of Purchasing Policy 1010.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

All County 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: varies			
Cost Center: varies			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

This Budget amount will be included in the 2019 budget, if appropriated by the BOCC.

Note: Some Departments and Elected Offices may not budget specifically for translation and Interpretation services, but instead budget for professional services at a higher level.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND CESCO LINGUISTIC SERVICES, INC.,
FOR TRANSLATION AND INTERPRETATION SERVICES

WHEREAS, CESCO Linguistic Services, Inc., is currently providing translation and interpretation services; and,

WHEREAS, CESCO Linguistic Services, Inc., has agreed to provide translation and interpretation services in the not to exceed amount of \$230,000.00 for the first renewal year; and,

WHEREAS, County staff is pleased with the services provided by CESCO Linguistic Services, Inc., and wishes to exercise the first renewal option for an additional amount of \$230,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Amendment One to the Agreement between Adams County and CESCO Linguistic Services, Inc., for Translation and Interpretation Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment One with CESCO Linguistic Services, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NAME: 7300 LEYDEN STORAGE
CASE NUMBER: RCU2017-00006**

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- 4.3 Referral Comments (Commerce City)
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

September 11, 2018

CASE No.: **RCU2017-00006**

CASE NAME: **7300 Leyden Storage**

Owner's Name:	AHC 1, LLC
Applicant's Name:	Cody Carbone
Applicant's Address:	1641 Irving Street, Denver, CO 80204
Location of Request:	7300 Leyden Street
Nature of Request:	A conditional use permit to allow an outdoor storage in excess of 100% of the building area
Zone Districts:	Industrial-1 (I-1)
Comprehensive Plan:	Urban Residential
Site Size:	0.13 acres (5,660 square feet)
Proposed Uses:	Outdoor Storage
Existing Use:	Vacant
Hearing Date(s):	PC: August 23, 2018 / 6:00 p.m.
	BOCC: September 11, 2018 /9:30 a.m.
Report Date:	August 10, 2018
Case Manager:	Greg Barnes
PC Recommendation:	APPROVAL with 8 Findings-of-Fact, 9 Conditions, and 1 Note

SUMMARY OF APPLICATION

Background

According to County records, the subject property, originally located within the unincorporated Town of Derby, was created in 1959. The majority of the Town of Derby was annexed into the City of Commerce City in 1962; however the subject property remained within unincorporated Adams County.

Since 1997, there have been multiple zoning violation cases on the property. The majority of the violations were as a result of overgrown weeds and using the property for unauthorized outdoor storage.

On November 14, 2016, the applicant acquired the property and has had no zoning violations on the property.

Site Characteristics:

The property is located at 7300 Leyden Street, and designated in the Industrial-1 zoned district. Per Section 3-24-07-01 of the County's Development Standards, the minimum lot size for the I-1 district is one acre. The property is 0.13 acres, and considered as a legally nonconforming lot. This is due to the size of the lot not currently conforming to the required one acre. There are no structures on the property, except a wooden fence constructed around the perimeter.

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 outdoor storage use in excess of the building area in the I-1 district. Specific performance standards for outdoor storage uses are outlined in Section 4-10-02-05-09 of the County's Development Standards and Regulations. According to the performance standards, outdoor storage areas are required to be screened with fencing and walls. All storage materials are also required to not exceed the height of the fence. The site plan provided with the application shows a proposed six feet high wooden screen fence to be constructed along the perimeter of the property. According to the applicant, materials to be stored on the property will also be stacked at a height lower than six feet.

The subject property abuts a residential use to the north. Per Section 4-16-18-01 of the County's Development Standards, an industrial use abutting a residential use is required to construct a type "D" buffer along the perimeter of the side adjacent to the residential use. The type "D" buffer consists of a minimum of three trees per sixty linear feet and fifteen feet of width. In addition to the buffer, a 10 foot landscape area is required along Leyden Street. The site plan submitted with the application shows a five foot buffer to be installed along the northern property line. The proposed buffer on the northern property boundary will consist of three trees for every sixty linear feet. The site plan also shows a five foot landscape area to be installed along the western property, specifically the section abutting the road right-of-way. This landscape area will consist of two trees and five shrubs for every forty linear feet. The planting materials in the buffer and landscape areas conform to the requirement of the Development Standards; however, the proposed width of 5 feet is a reduction of 10 feet from the 15 foot buffer width required along the northern property line. The 5 foot landscape area along the western property line is also a reduction of 5 feet from the required 10 foot buffer. Per Section 4-16-21 of the County's Development Standards and Regulations, an applicant can request an administrative relief, if the County's standards are inappropriate for a specific use or design. The applicant submitted an alternative landscape plan to allow for reduction of the required buffer width. According to the applicant, there is limited space on the property to install all the required landscape buffer width and still utilize the property for any beneficial use. Staff reviewed the administrative relief, and determined it complies with the purpose and intent of the County's Development Standards. In addition, the proposed landscape will be a significant improvement to existing conditions on the property.

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 County's Comprehensive Plan, the Urban Residential areas are those designated for single and multi-family housing, typically at urban densities of one dwelling per acre or greater. The Urban Residential areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities.

Although the property is located in the Urban Residential future land use category, the zoning designation on the property is Industrial-1, which allows for light industrial uses. Per Section 3-07-01 of the County's Development Standards, residential uses are not allowed in the I-1 zone district. The property to the south of the site is used as an automotive repair shop. The proposed use of outdoor storage with fencing along the perimeter of the site will serve as a buffer between the automotive repair shop and the residential dwelling to the north. In addition, the size of the lot inhibits potential redevelopment of the site. Besides the limited ability to develop the site, approval of a conditional use permit will allow installation of landscaping and fencing that will enhance the general outlook of a lot that has been vacant for nearly 60 years,

Surrounding Zoning Designations and Existing Use Activity:

Northwest C-3 Single-Family Residential	North R-1-C Single-Family Residential	Northeast R-1-C Single-Family Residential
West C-3/R-2 Single-Family Residential	Subject Property I-1 Vacant	East I-1 Outdoor Storage
Southwest R-2 Two-Family Residential	South I-1 Automotive Repair including Body Work	Southeast I-1 Automotive Repair including Body Work

Compatibility with the Surrounding Land Uses:

The subject property is located between an industrial and residential use property. There is an automotive repair business located directly south and east of the property. There are single-family and two-family dwellings located to the north and north east of the site. These surrounding single-family uses are located in a residential zoned district (R-1-C); however, the subject property and adjacent auto repair business are located an Industrial-1 zoned district. Per Section 3-07-01 of the county's Development Standards, light industrial uses, such as outdoor storage, and automotive repair are permitted in the I-1 zone district. Although the subject property abuts a residential use, the zoning on the property and the proposed buffer, including the required fencing, aligns with the County's Development Standards. In addition, development of the site with the required improvements will enhance general outlook of the property.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on August 23, 2018, and voted (6-0) to recommend approval of the request to the Board of County Commissioners. The applicant spoke

at the meeting and had no concerns with the staff report or presentation. During the hearing, the PC asked the applicant to confirm if he could repair the existing fence on the property, instead of constructing a new one. The applicant informed the PC that his preference would be to construct a new fence. The PC also requested the applicant to provide a pest control plan to Tri-County Health Department, in response to Tri-County Health review comments. The PC also modified one of staff's recommended conditions of approval on landscaping, to require the applicant to keep all healthy trees on the site. The applicant agreed that all existing trees shall be kept on the property. 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 outlined in Section 2-02-08-06 of the County's Development Standards, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact, 9 conditions, and 1 note.

Findings-of-fact for Approval:

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 of Approval:

1. The conditional use permit shall expire on September 11, 2023.
2. An access permit shall be obtained from Commerce City for the proposed driveway.
3. Prior to using the property for outdoor storage, the applicant shall obtain a fence permit and construct the fence as required by this conditional use permit.
4. The fence shall be opaque, eight feet in height, and constructed of wood.
5. All outdoor storage on the property shall be limited to three operational vehicles and two trailers. No other outdoor materials shall be allowed on the site.
6. The outdoor storage shall consist of non-hazardous materials as determined by the Colorado Department of Public Health and Environment.

7. Operation of the use shall be strictly adhered to as depicted on the site plan. Any changes shall require an amendment to the conditional use permit.
8. All landscaping on the site shall conform to the landscape plan approved with the conditional use permit, and all existing, healthy trees shall not be removed from the property. Maintenance of the required landscaping shall conform to County's landscape requirements outlined in the Development Standards and Regulations.
9. Prior to commencing operations on the property, the applicant shall submit a pest control plan to the Tri-County Health Department.

Recommended Note to the Applicant:

1. All applicable building, zoning, health, fire, and engineering requirements and codes shall be adhered to with this request.

PUBLIC COMMENTS

Public Notices Mailed	Number of Responses
274	1

Staff sent 274 notices to owners and residents within 1,000 feet of the subject request, and received one response expressing opposition to the request. The main concerns expressed in the letter of opposition related to the auto repair use located south of the subject site. County staff responded to the resident and informed him that the subject request is not affiliated with the existing auto repair shop adjacent to the site. .

COUNTY AGENCY COMMENTS

County staff reviewed the request and determined that the conditional use permit conforms to the purposes of the County's Development Standards and Regulations.

REFERRAL AGENCY COMMENTS

The Tri-County Health Department reviewed the request and had no objection to the application; however, advised the applicant to adopt vector control methods for pest control on the site. No further objections or concerns were noted from referral agencies.

Responding with Concerns:

Tri-County Health Department

Responding without Concerns:

CDOT

Commerce City Community Development Department

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams 14 School District

Adams County Sheriff

CDPHE

Century Link

Colorado Division of Wildlife

Comcast

Metro Wastewater Reclamation




Regional Transportation District

South Adams Fire

South Adams Water & Sanitation



Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

7300 Leyden

RCU2017-00006

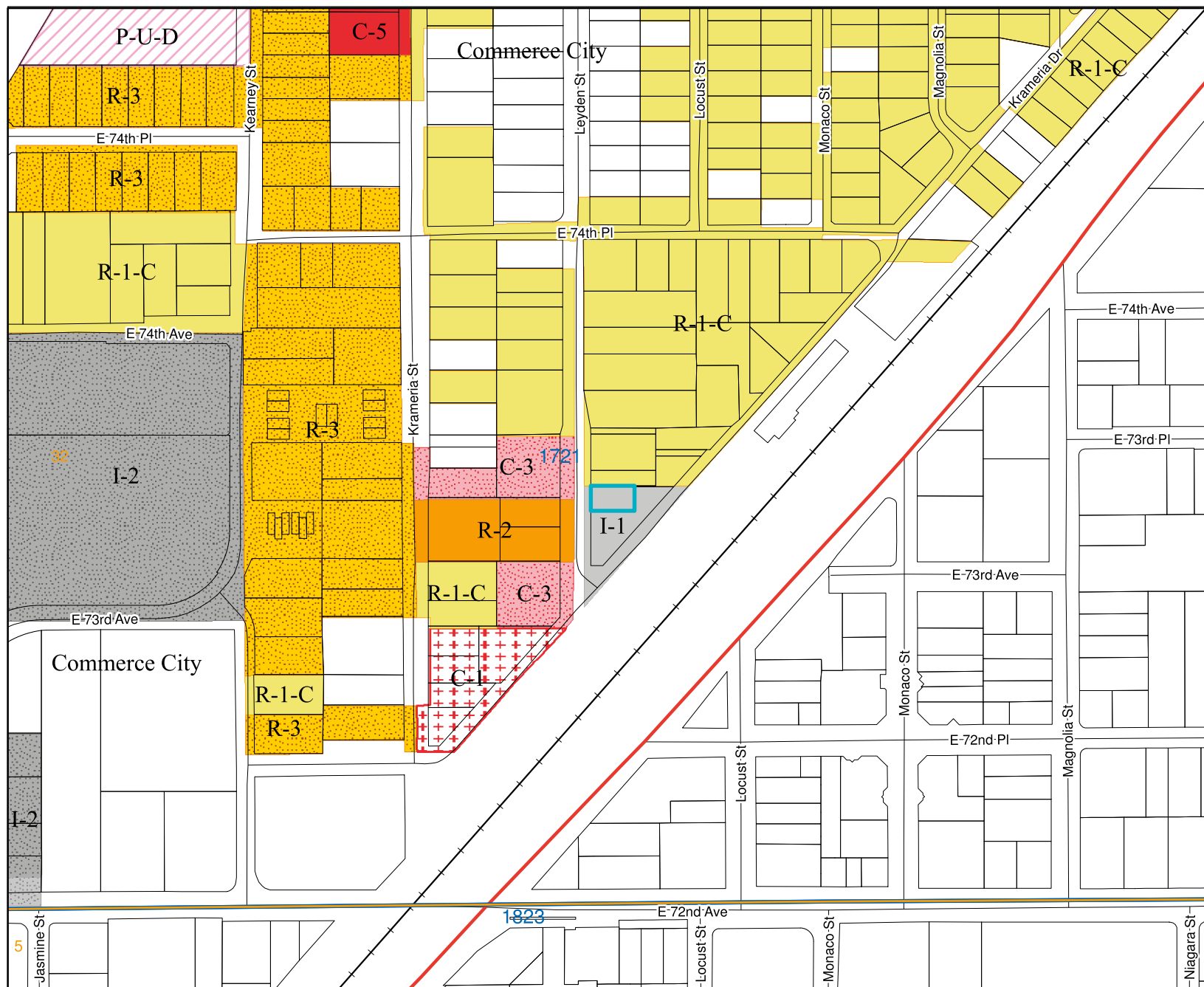


For display purposes only.



ADAMS COUNTY
COLORADO

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



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

7300 Leyden

RCU2017-00006

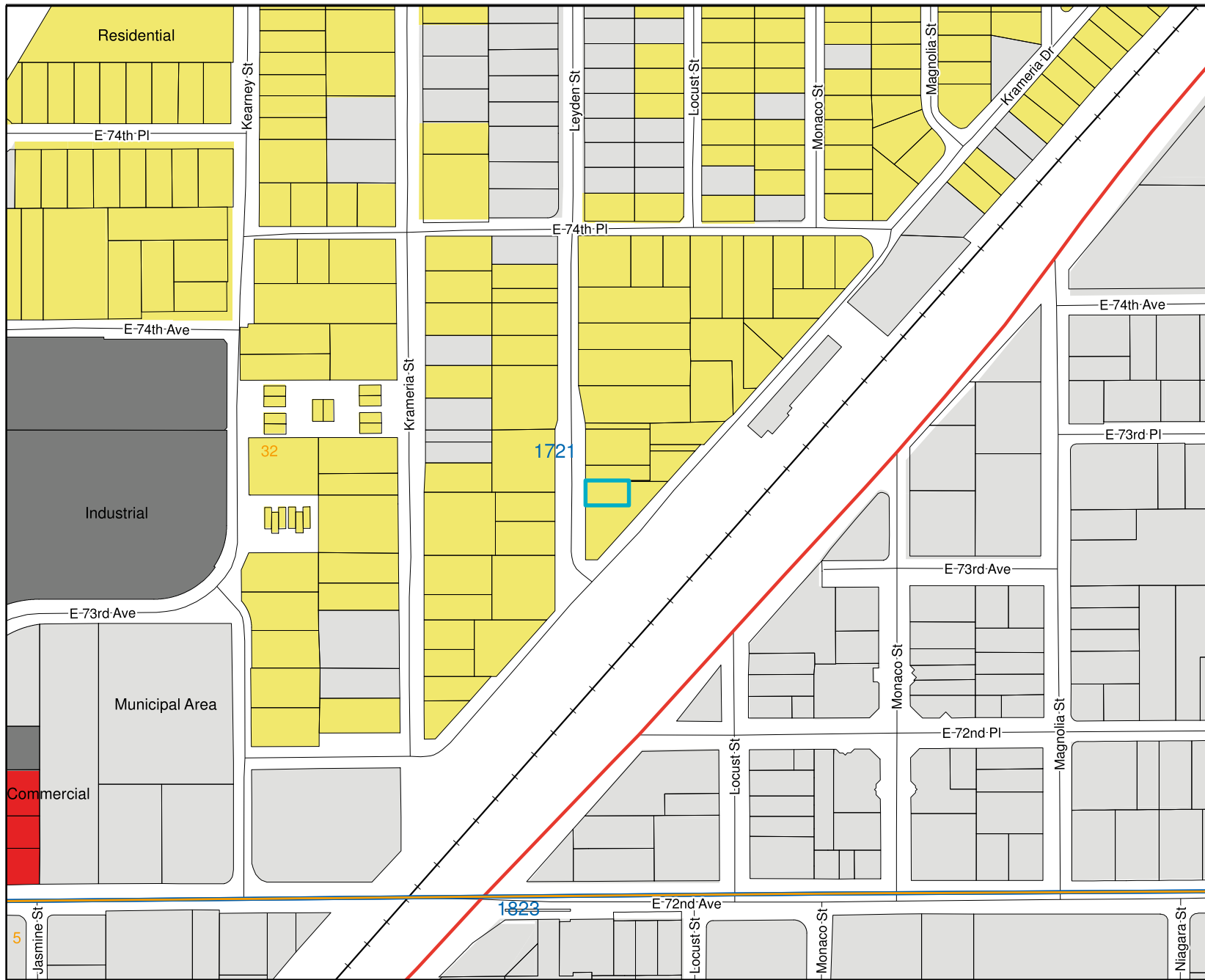


For display purposes only.



ADAMS COUNTY
COLORADO

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responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

7300 Leyden

RCU2017-00006

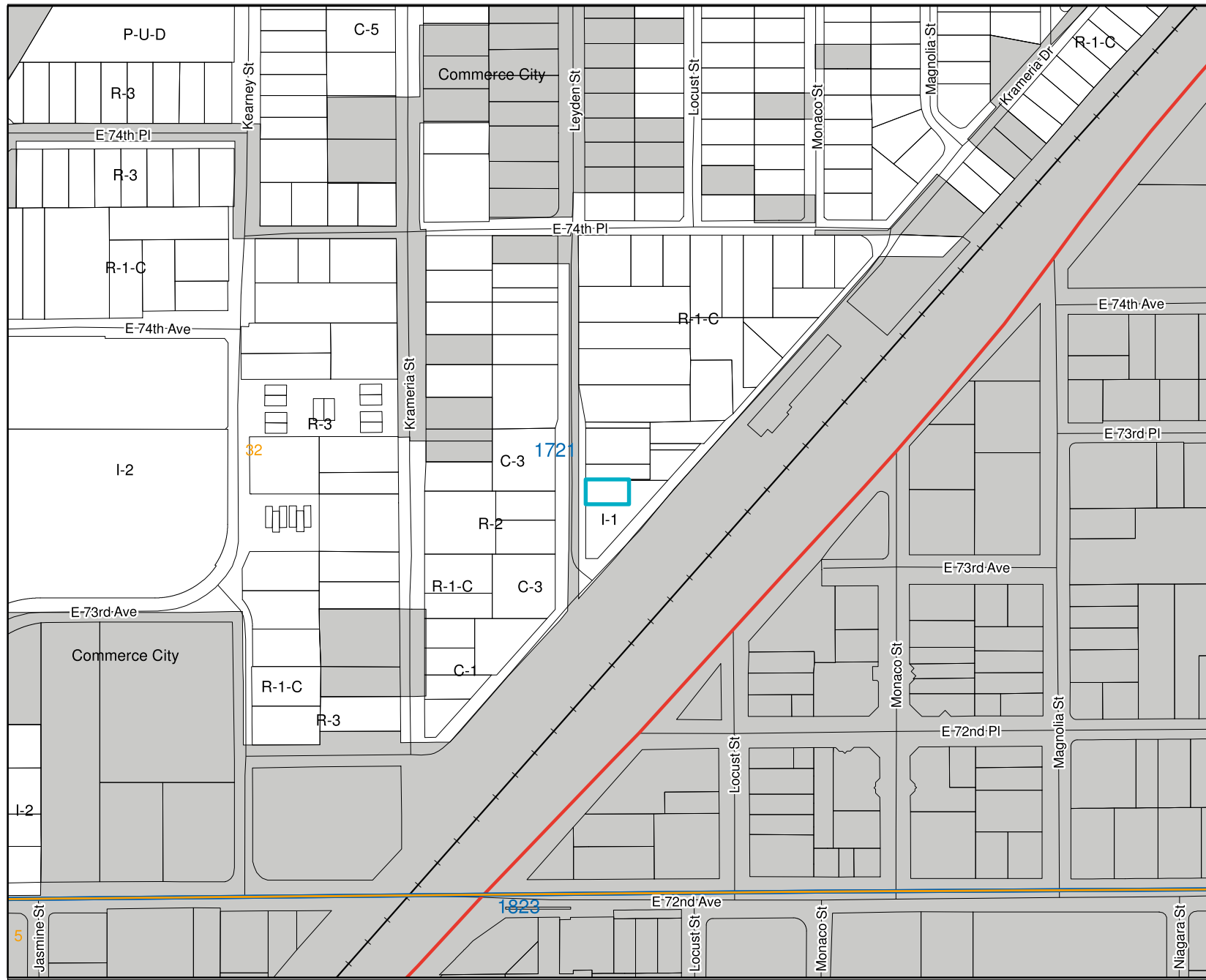


For display purposes only.



ADAMS COUNTY
COLORADO

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



- Legend**
- +— Railroad
 - Major Water
 - - - Zoning Line
 - Sections

7300 Leyden
RCU2017-00006

N

 For display purposes only.



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

February 06, 2017

To Whom It May Concern,

Please see the attached conditional use permit application for outdoor storage at 7300 Leyden Street, Commerce City, CO 80022.

As manager of AHC1 LLC I've had multiple conversations about property improvements with my neighboring commercial property Vicious Performance located at 7298 Leyden Street Commerce City Colorado 80022. We've discussed them removing a non permitted shed that is blocking the entrance and exit to 7300 Leyden St., we spoke about relocating and disposing of debris on 7300 Leyden St. that belongs to 7298 Leyden St., and general cleaning up both of the properties.

The previous owner of 7300 Leyden St. neglected the property for years. AHC1 LLC acquired the vacant land on November 14th 2016 and as the new owner I want to take a proactive approach towards improving the property. I've attached pictures to show the current dilapidated condition of which I want to improve.

Approval of this application will give me a clear path including but not limited to, repairing a 6 foot fence that is in poor condition, cleaning up the property, and allowing Vicious Performance to store excess vehicles within my fenced vacant lot. In addition, I will be able to put this lot to good use versus only maintaining its current condition. I've spoken to the local compliance code officer and multiple surrounding homeowners receiving good feedback from both on my intentions.

Thank you in advance,

A handwritten signature in black ink, appearing to read 'Cody Carbone', written over a horizontal line.

: Cody Carbone as manager for AHC1

LEGEND

AREA OF ADJACENT BUILDING
(AUTOMOTIVE SHOP)

PROPERTY LINE

X-X-X

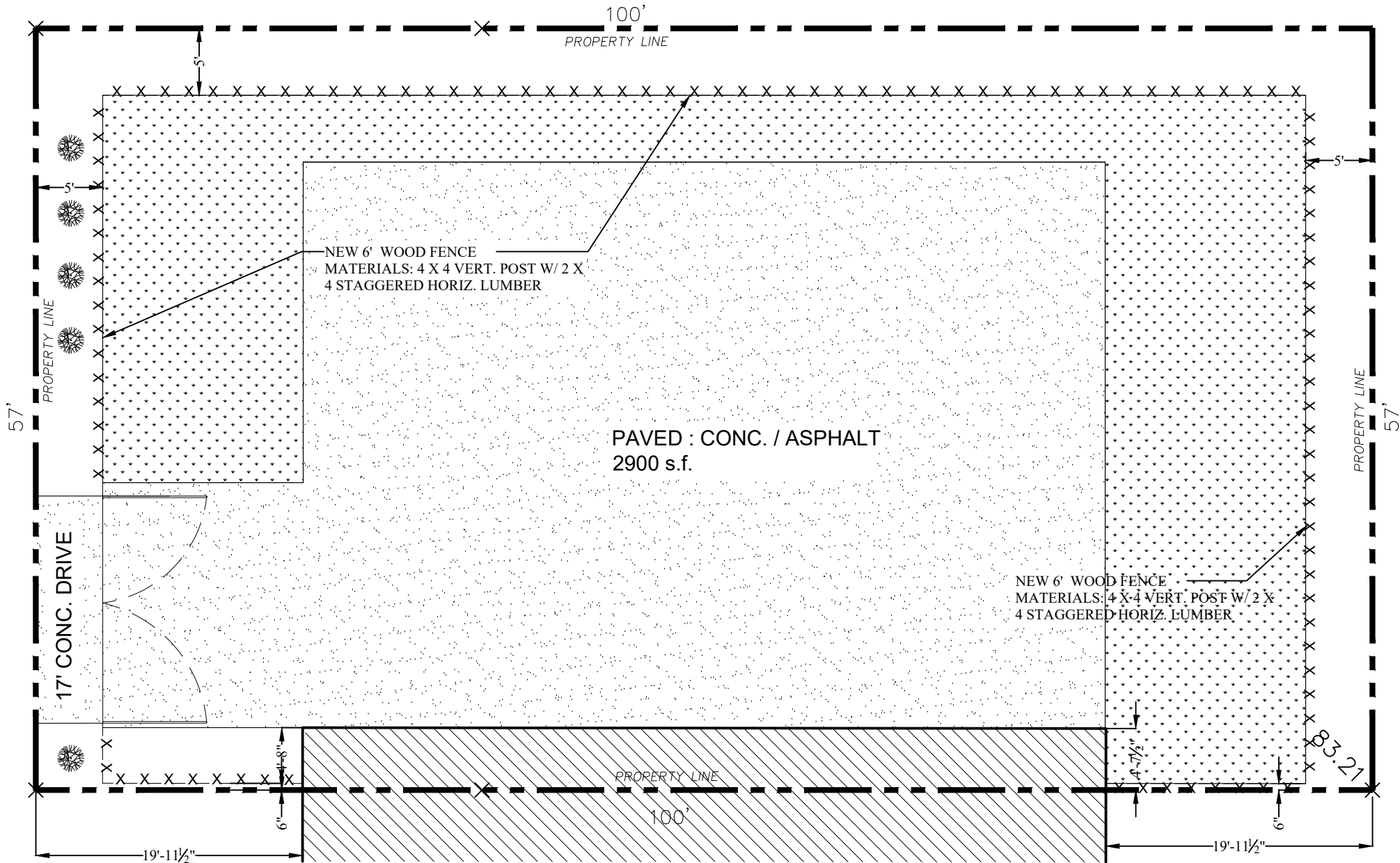
FENCE (6' CEDAR)

BUILDING / STRUCTURE

CONCRETE / ASPHALT

PERVIOUS SURFACE

LEYDEN STREET
70' R.O.W.



ADJACENT BUILDING
7298 LEYDEN STREET
VISCIOUS AUTOMOTIVE

LEGAL DESCRIPTION (RECORD)

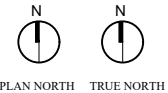
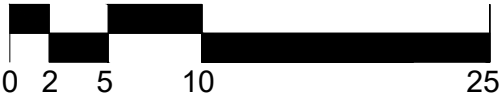
THE SOUTH 32 FEET OF LOTS 7 THROUGH 10 AND THE WEST 100 FEET OF LOT 11,
BLOCK 52, TOWN OF DERBY, COUNTY OF ADAMS, STATE OF COLORADO

BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH P.M.

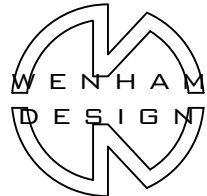
CONDITIONAL USE
PERMIT

7300 LEYDEN STREET
COMMERCE CITY
COLORADO

SITE PLAN
SCALE 1:10

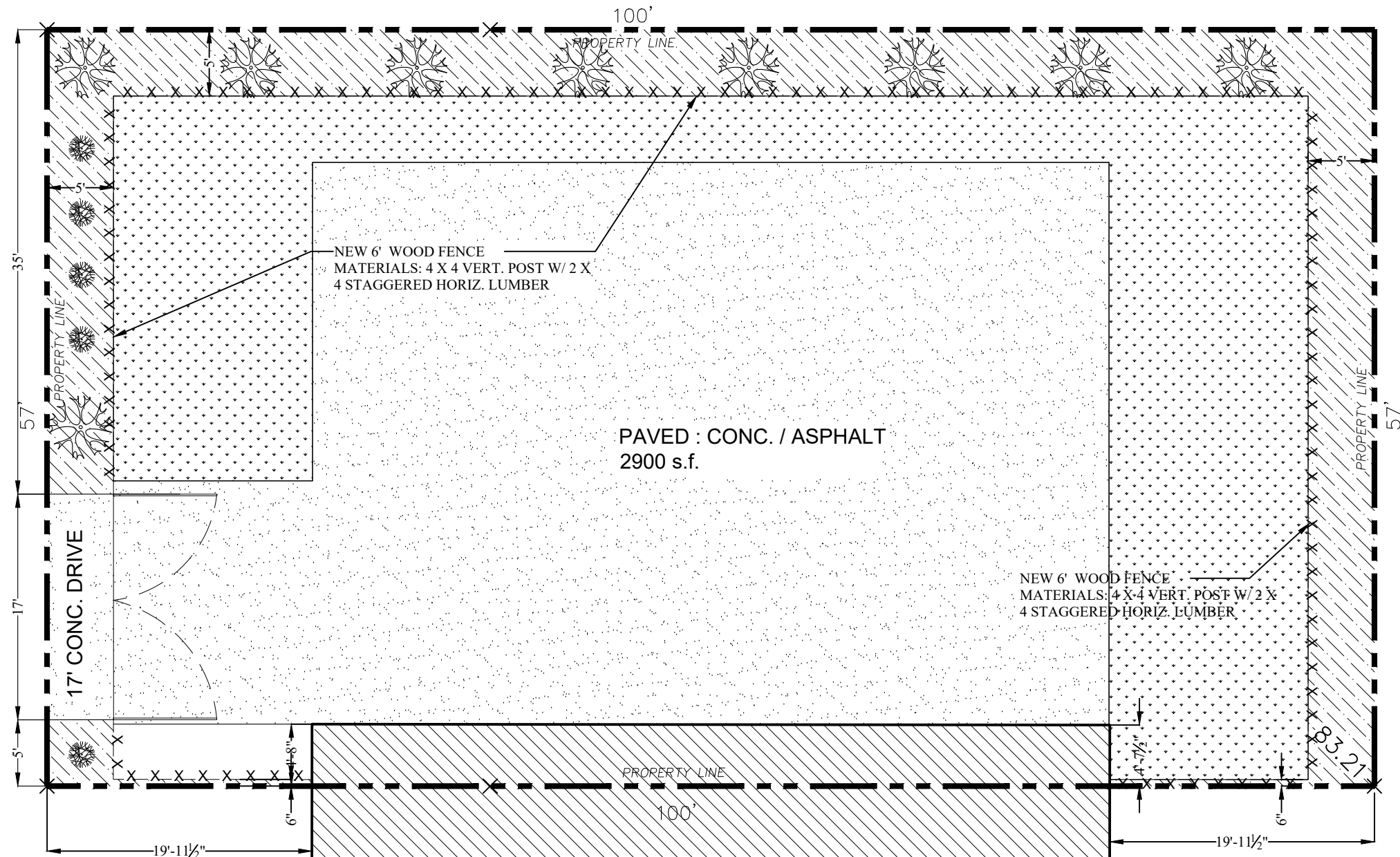


DATE 7/15/2018
PHASE PERMITTING
NOTES



LEYDEN STREET

70' R.O.W.



ADJACENT BUILDING
7298 LEYDEN STREET
VISCIOUS AUTOMOTIVE

LEGEND



MULCH W/ EDGING



CONCRETE / ASPHALT



PERVIOUS SURFACE



EVERGREEN / VERTICAL
LESS THAN 20'
1"-1-1/2"
(SIZE AT PLANTING)



POTENTILLA SHRUB
1'-3' MATURITY HEIGHT
5 GALLON CONTAINER
(SIZE AT PLANTING)

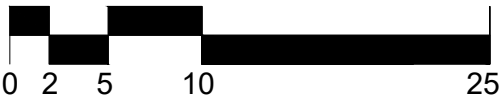
MAINTENANCE PLAN:

CONTRACT WITH CPM LIMITED
TO WATER AND MAINTAIN
LANDSCAPING AS REQUIRED BY THE
ADAMS COUNTY

CONDITIONAL USE
PERMIT

7300 LEYDEN STREET
COMMERCE CITY
COLORADO

LANDSCAPE PLAN
SCALE 1:10



PLAN NORTH



TRUE NORTH

DATE
8/02/2018

PHASE
PERMITTING

NOTES



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: 3/14/2017

Project Number: RCU2017-00006

Project Name: 7300 Leyden Outdoor

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Conceptual Review meeting and applicable to the submitted documents only. The Development Review Team review comments may change if you provide different information during the scheduled Conceptual Review meeting date. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 02/22/2017

Email: jblair@adcogov.org

Complete

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 03/13/2017

Email: glabrie@adcogov.org

Complete

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0608H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; a floodplain use permit will not be required.

ENG2: The project site is not located in a NRCO district. An environmental assessment is not required.

ENG3; The project site is within the County's MS4 Stormwater Permit area. The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. 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.

ENG4; The submitted site plan does not show the type of surface that will be installed on the site. If the applicant is proposing to install over 3,000 square feet of impervious area on the project site, a drainage report and drainage plans in accordance to Chapter 9 of the Adams County Development Review Manual, are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval.

ENG5; Leyden Street is a local street and it is within Commerce City's jurisdiction. All roadway improvements and access requirements must be reviewed and approved by Commerce City.

ENG6; The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

ENG7; The applicant is required to complete a traffic generation analysis to determine how many vehicles per day are generated from the proposed activity. If the site generates over 20 vehicles per day, a traffic impact study will be required.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 02/22/2017

Email: jrutter@adcogov.org

Complete

ENV1. This location is within the five-square-mile Chemical Sales Co. site. Operations at the site included storage and repackaging of bulk chemicals from rail cars and drums. Historical waste disposal practices contaminated groundwater with volatile organic compounds (VOCs). Following cleanup, operation and maintenance activities are ongoing.

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 02/10/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 03/06/2017

Email: gbarnes@adcogov.org

Resubmittal Required

PLN13: Any outdoor storage material that exceeds the height of the 6-8 ft. screen fencing, will need a second CUP application. If the stacking material is less than the fence height, then this comment may be disregarded.

PLN14: If the existing shed exceeds 200 square feet in area, a demolition permit may be required for its removal.

PLN15: Section 4-10-01-03-07(4) requires that screen fencing be maintained and in good condition. It is likely that staff will recommend a condition, if approved that will require maintenance of the screen fencing.

PLN16: Is there a recorded access easement to allow for access from the Vicious Auto property? If not, that should occur. Otherwise, you may consider your own access of Leyden Street. A permit will be required for new access points; however, this may reduce the required landscaping along Leyden, since driveways and access points are excluded from the streetscape buffer requirement.

PLN17: Section 2-02-08-06 lists specific criteria for approval of a Conditional Use Permit. Based on my expertise, Items #4 and #7 are the most problematic for your request. Please consider neighborhood character, compatibility, site layout, and size constraints when you resubmit. Sometimes outdoor storage creates vector control issues, so you may want to consider contacting Tri-County Health to create a Vector Control Plan.

Additionally, based on the buffer requirements, you should have approximately 3,780 square feet remaining for outdoor storage. This area is limited, so please consider how this material will be stored, and how the storage will affect circulation and access.

PLN18: A site inspection was performed on March 3rd. I found the property to be in disrepair. Litter was found all along the frontage of Leyden Street. Within the fence enclosure, storage items were strewn. To seek approval for outdoor storage, I would strongly encourage you to spend some time remedying these issues. It is unlikely that we will schedule your case for public hearing until the site has a neat and orderly appearance.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 03/06/2017

Email: gbarnes@adcgov.org

Resubmittal Required

PLN01: This application is for a Conditional Use Permit to allow outdoor storage in excess of 100% of a building area in the Industrial-1 (I-1) zone district, pursuant to Section 3-07-01 and 2-02-08 of the Adams County Development Standards and Regulations.

PLN02: The subject property is located within the I-1 zone district. I-1 zoned properties require a minimum lot size of one acre, however, the subject property is 0.13 acres. Additionally, I-1 properties require a 100 ft. lot width, however the subject property is approximately 57 feet in width at the front setback line. The subject property was created in 1959, and is considered a legally nonconforming lot. For your information, minimum structure setbacks for the I-1 zone district include: a 50 ft. front setback on Leyden Street, 15 ft. and 5 ft. on the side setbacks (one of each, your choice), and 15 ft. along the rear setback.

PLN03: Your application packet did not include a Microsoft Word version of your legal description. Please provide this with your resubmittal, or e-mail it to gbarnes@adcgov.org.

PLN04: Your application packet did not include proof of service for water, sewer, and utilities. Please obtain information that illustrates availability of these services to the lot.

PLN05: Section 4-16-19-01 requires a landscape buffer along property lines with street right-of-way. Along the frontage of Leyden Street, a landscape buffer must be provided (excluding areas for driveways and access). Given the small size of your lot, I would recommend pursuing option #3. This requires a 10 foot wide strip along the west property line. 2 trees and 5 shrubs are required for every 40 ft. section; therefore, you would need to provide 3 trees and 7 shrubs along this 10' wide strip. Existing landscaping may be used, as long as it is healthy. Please provide a landscape plan to include these required plantings, and be sure to follow the requirements for a landscape plan in Section 4-16-06.

PLN06: Section 4-16-09-01 requires that 10% of the lot be landscaped. The aforementioned streetscape buffer contains 10% of your lot. If a grass lawn is contemplated on this area, your requirement will be fully met. You may choose to transfer up to 50% (283 square feet) of the landscaping to other parts of your site.

PLN07: Section 4-16-18-01 requires a perimeter buffer for industrial uses abutting residential uses. Based on this requirement, you shall provide a 15 ft. wide buffer along the northern property line. It is required that you provide three trees for every 60 feet. Therefore, five trees will be required in this area. Any healthy, existing landscaping may be used to satisfy this requirement.

PLN08: Section 4-16-16 requires that all required landscaping be located on the exterior side of fencing. Therefore your fence will need to be placed at least 10 feet off of the western property line, and 15 feet off of the northern property line.

PLN09: Section 4-16-11 requires landscaping maintenance, including a plan of irrigation. Please read this section, and include a maintenance plan with your landscape plan at the time of your resubmittal.

PLN10: A 6-8 ft. screen fence made out of wood or masonry material is required to screen outdoor storage yards. Based on the aforementioned comments, the existing fence location does not meet the County's standards.

PLN11: What sort of material will be stored on the property? Is it strictly limited to excess vehicles? Or will auto parts be included? Is any material considered hazardous? Please revise your written explanation to be more specific.

PLN12: Please note that any area of the site where vehicles are being driven or stored must include a hard surface approvable material. This area should be indicated on your site plan. Vehicles and access areas should be clearly identified to illustrate appropriate turnaround and access.

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 03/13/2017

Email:

Complete

ROW1) No Additional ROW requested for Leyden St.

ROW2) No recorded easements on plat, none requested.



Development Review Team Comments

Date: 4/4/2018

Project Number: RCU2017-00006

Project Name: 7300 Leyden Outdoor 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. At this time, a resubmittal is being required. Please contact the case manager if you have any questions:

Commenting Division: Notifications and Referrals Review #1

Name of Reviewer: Greg Barnes

Date: 03/14/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

Commenting Division: Planner Review #1

Name of Reviewer: Greg Barnes

Date: 03/06/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN13: Any outdoor storage material that exceeds the height of the 6-8 ft. screen fencing, will need a second CUP application. If the stacking material is less than the fence height, then this comment may be disregarded.

PLN14: If the existing shed exceeds 200 square feet in area, a demolition permit may be required for its removal.

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PLN16: Is there a recorded access easement to allow for access from the Vicious Auto property? If not, that should occur. Otherwise, you may consider your own access of Leyden Street. A permit will be required for new access points, however, this may reduce the required landscaping along Leyden, since driveways and access points are excluded from the streetscape buffer requirement.

PLN17: Section 2-02-08-06 lists specific criteria for approval of a Conditional Use Permit. Based on my expertise, Items #4 and #7 are the most problematic for your request. Please consider neighborhood character, compatibility, site layout, and size constraints when you resubmit. Sometimes outdoor storage creates vector control issues, so you may want to consider contacting Tri-County Health to create a Vector Control Plan. Additionally, based on the buffer requirements, you should have approximately 3,780 square feet remaining for outdoor storage. This area is limited, so please consider how this material will be stored, and how the storage will affect circulation and access.

PLN18: A site inspection was performed on March 3rd. I found the property to be in disrepair. Litter was found all along the frontage of Leyden Street. Within the fence enclosure, storage items were strewn. To seek approval for outdoor storage, I would strongly encourage you to spend some time remedying these issues. It is unlikely that we will schedule your case for public hearing until the site has a neat and orderly appearance.

Commenting Division: Planner Review #1

Name of Reviewer: Greg Barnes

Date: 03/06/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: This application is for a Conditional Use Permit to allow outdoor storage in excess of 100% of a building area in the Industrial-1 (I-1) zone district, pursuant to Section 3-07-01 and 2-02-08 of the Adams County Development Standards and Regulations.

PLN02: The subject property is located within the I-1 zone district. I-1 zoned properties require a minimum lot size of one acre, however, the subject property is 0.13 acres. Additionally, I-1 properties require a 100 ft. lot width, however the subject property is approximately 57 feet in width at the front setback line. The subject property was created in 1959, and is considered a legally non-conforming lot. For your information, minimum structure setbacks for the I-1 zone district include: a 50 ft. front setback on Leyden Street, 15 ft. and 5 ft. on the side setbacks (one of each, your choice), and 15 ft. along the rear setback.

PLN03: Your application packet did not include a Microsoft Word version of your legal description. Please provide this with your resubmittal, or e-mail it to gjbarnes@adcogov.org.

PLN04: Your application packet did not include proof of service for water, sewer, and utilities. Please obtain information that illustrates availability of these services to the lot.

PLN05: Section 4-16-19-01 requires a landscape buffer along property lines with street right-of-way. Along the frontage of Leyden Street, a landscape buffer must be provided (excluding areas for driveways and access). Given the small size of your lot, I would recommend pursuing option #3. This requires a 10 foot wide strip along the west property line. 2 trees and 5 shrubs are required for every 40 ft. section; therefore, you would need to provide 3 trees and 7 shrubs along this 10' wide strip. Existing landscaping may be used, as long as it is healthy. Please provide a landscape plan to include these required plantings, and be sure to follow the requirements for a landscape plan in Section 4-16-06.

PLN06: Section 4-16-09-01 requires that 10% of the lot be landscaped. The aforementioned streetscape buffer contains 10% of your lot. If a grass lawn is contemplated in this area, your requirement will be fully met. You may choose to transfer up to 50% (283 square feet) of the landscaping to other parts of your site.

PLN07: Section 4-16-18-01 requires a perimeter buffer for industrial uses abutting residential uses. Based on this requirement, you shall provide a 15 ft. wide buffer along the northern property line. It is required that you provide three trees for every 60 feet. Therefore, five trees will be required in this area. Any healthy, existing landscaping may be used to satisfy this requirement.

PLN08: Section 4-16-16 requires that all required landscaping be located on the exterior side of fencing. Therefore your fence will need to be placed at least 10 feet off of the western property line, and 15 feet off of the northern property line.

PLN09: Section 4-16-11 requires landscaping maintenance, including a plan of irrigation. Please read this section, and include a maintenance plan with your landscape plan at the time of your resubmittal.

PLN10: A 6-8 ft. screen fence made out of wood or masonry material is required to screen outdoor storage yards. Based on the aforementioned comments, the existing fence location does not meet the County's standards.

PLN11: What sort of material will be stored on the property? Is it strictly limited to excess vehicles? Or will auto parts be included? Is any material considered hazardous? Please revise your written explanation to be more specific.

PLN12: Please note that any area of the site where vehicles are being driven or stored, must include a hard-surface approvable material. This area should be indicated on your site plan. Vehicles and access areas should be clearly identified to illustrate appropriate turnaround and access.

Commenting Division: Planner Review #2

Name of Reviewer: Greg Barnes

Date: 04/04/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN03A: I apologize if this is my error, but I cannot find the e-mail regarding the legal description of the lot. This will be needed for us to properly notify the case for public hearings

PLN05A: The landscape plan does illustrate the appropriate number of trees, shrubs, and fencing; however, landscape plans typically provide greater detail. I will still need the following items:

a. plant types

b. minimum installation size

c. maintenance agreement (how will the plants be watered and cared for?)

d. all landscape bufferyards must have 75% living material. Please reconsider the mulched areas.

PLN07A: Some variation to required landscaping can be approved through the conditional use permit. Based on your submittal, it appears that the fencing, number of trees, and number of shrubs are all in compliance with the standards, however the width of the northern buffer may not be. Staff will refer the request for variation of buffer width to the Board as part of your request. Please be prepared to address why your request meets the purpose of the standards.

PLN10A: A detailed drawing of the proposed fence, including materials, is required

PLN12A: Please illustrate on the site plan where asphalt or pavement will be laid for vehicular storage.

PLN16A: Access easements have not been resolved. It appears if you are planning to access public streets through other people's properties, you will want to ensure that you have legalized those rights. If you do not do this, you will need to reconsider how access will be gained to the site, if your neighboring properties restrict your access. Let me know if I can further explain this.

Commenting Division: Environmental Analyst Review #1

Name of Reviewer: Jen Rutter

Date: 02/22/2017

Email: jrutter@adcogov.org

Complete

ENV1. This location is within the five-square-mile Chemical Sales Co. site. Operations at the site included storage and repackaging of bulk chemicals from rail cars and drums. Historical waste disposal practices contaminated groundwater with volatile organic compounds (VOCs). Following cleanup, operation and maintenance activities are ongoing.

Commenting Division: Building Review #2

Name of Reviewer: Justin Blair

Date: 03/26/2018

Email: jblair@adcogov.org

Complete

Commenting Division: ROW Review #1

Name of Reviewer: Marissa Hillje

Date: 03/13/2017

Email: mhillje@adcogov.org

Complete

ROW1) No Additional ROW requested for Leyden St.

ROW2) No recorded easements on plat, none requested.

Commenting Division: Engineering Review #1

Name of Reviewer: Greg Labrie

Date: 03/13/2017

Email: glabrie@adcogov.org

Complete

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0608H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG2: The project site is not located in a NRCO district. An environmental assessment is not required.

ENG3: The project site is within the County's MS4 Stormwater Permit area. The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. 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.

ENG4: The submitted site plan does not show the type of surface that will be installed on the site. If the applicant is proposing to install over 3,000 square feet of impervious area on the project site. A drainage report and drainage plans in accordance to Chapter 9 of the Adams County Development Review Manual, are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval.

ENG5: Leyden Street is a local street and it is within Commerce City's jurisdiction. All roadway improvements and access requirements must be reviewed and approved by Commerce City.

ENG6: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

ENG7: The applicant is required to complete a traffic generation analysis to determine how many vehicles per day are generated from the proposed activity. If the site generates over 20 vehicles per day, a traffic impact study will be required.

Commenting Division: Building Review #1

Name of Reviewer: Justin Blair

Date: 02/22/2017

Email: jblair@adcogov.org

Complete

Commenting Division: ROW Review #2

Name of Reviewer: Marissa Hillje

Date: 03/22/2018

Email: mhillje@adcogov.org

Complete

Greg Barnes

From: Cody Carbone [codycarbone@gmail.com]
Sent: Thursday, August 16, 2018 8:48 AM
To: Greg Barnes
Subject: Re: Outdoor Storage List

I currently own two work trucks and two work trailers that would be stored. Occasionally maybe a random classic car might get stored on the site until it goes into restoration. I wouldn't want to be tied down to specific vehicles but I'm also not going to be using it as salvage storage.

Cody Carbone
[303.472.7557](tel:303.472.7557) [Connect on LinkedIn](#)

On Aug 16, 2018, at 8:43 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Will you provide me with an exact list of vehicles and or trailers. I think this will help your case a lot.



Greg Barnes

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

From: Cody Carbone [<mailto:codycarbone@gmail.com>]
Sent: Thursday, August 16, 2018 8:41 AM
To: Greg Barnes
Subject: Re: Outdoor Storage List

Absolutely no tires! The ones that are currently at the lot belong to vicious auto and I've already told them they have to pay to dispose of them.

None will be disabled.

Cody Carbone
[303.472.7557](tel:303.472.7557) [Connect on LinkedIn](#)

On Aug 16, 2018, at 8:38 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

What about tires? Will the vehicles be disabled or junk?



Greg Barnes

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

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Tuesday, February 21, 2017 9:43 AM
To: Greg Barnes
Subject: Re: For Review: 7300 Leyden Outdoor Storage (RCU2017-00006)

Greg,

I have reviewed the submittal named above and have no objections to the CUP to allow outdoor storage in the I-1 zone district.

Thank you for the opportunity to review this referral.

Steve Loeffler
 Permits Unit



P 303.757.9891 | F 303.757.9886
 2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

On Thu, Feb 16, 2017 at 3:54 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Request for Comments

Case Name: 7300 Leyden Outdoor Storage

Case Number: RCU2017-00006

February 16, 2017

Adams County Planning Commission is requesting comments on the following request: **Conditional use permit to allow outdoor storage in the Industrial-1 zone district.**

This request is located at 7300 LEYDEN ST. The Assessor's Parcel Number is 0172132306010. The legal description is: The South 32 Feet Of Lots 7 Through 10 And The West 100 Feet Of Lot 11, Block 52, Town Of Derby, County Of Adams, State Of Colorado

Applicant Information: ACH1 LLC

CODY CARBONE

7300 LEYDEN ST

COMMUNITY DEVELOPMENT
DEPARTMENT

MEMO

To: Greg Barnes, Case Manager

From: Robin Kerns, City Planner

Subject: RCU2017-00006

Date: February 17, 2017

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.



March 9, 2017

Greg Barnes
 Adams County
 Department of Community and Economic Development
 4430 South Adams County Parkway, Suite W2000A
 Brighton, CO 80601

RE: 7300 Leyden Outdoor Storage, RCU2017-00006
 TCHD Case No. 4282

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Conditional Use Permit for an auto repair business located at 7300 Leyden Street. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design, and has the following comments.

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 ground, 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>

Auto Repair/Pollution Prevention

Businesses that conduct auto maintenance and repair should adopt measures to prevent fluids such as fuels, antifreeze, brake fluids, and cleaning agents from leaking. Leaking and spilled fluids have the potential to be discharged. For the safety of site workers and the public, we recommend that the applicant adopt any of the following practices that are not already in place:

- 1) As it is received, inspect each vehicle for potential leaks. The inspection should be conducted over an impervious area, e.g., a concrete slab with curbs, where spills and leaks will be contained and will not infiltrate into the ground. In addition, drip pans should be used pending repair of vehicles brought in for service, and absorbents should be on hand to clean up fluid leaks or spills that might occur. All repairs should be conducted indoors.
- 2) Develop a spill response plan to promptly repair any detected leaks. If a leak cannot be repaired, completely drain all fluid(s) from the vehicle before placing it in storage.

- 3) Develop a plan to recover and either recycle or properly dispose of waste automotive fluids and cleaning agents. Waste fluid management should include the following:
 - a) Collection and recycling of waste petroleum-based products including used oil, transmission and brake fluids, and radiator coolants;
 - b) Placement of these fluids in Department of Transportation (DOT) approved waste receptacles;
 - c) Disposal of all waste fluids in accordance with applicable federal, state and local regulations;
 - d) Place absorbents and rags used to clean up spills in DOT approved receptacles, store them so as to prevent fire hazards, and dispose of them regularly in accordance with applicable federal, state and local regulations.
 - e) Installation of a sand/oil interceptor
- 4) Secondary containment is required for storage of automotive fluids
- 5) If painting occurs on site, it must not be done outside and requires an Air Pollution Emission Notes (APEN) to the Air Pollution Control Division (APCD) of Colorado Department of Public Health and Environment (CDPHE).

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Kathy Boyer, REHS
Environmental Health Specialist III

cc: Sheila Lynch, 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

March 8, 2017

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

Attn: Greg Barnes

Re: 7300 Leyden Outdoor Storage, Case # RCU2017-00006

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the conditional use permit documentation for **7300 Leyden Outdoor Storage** and has **no apparent conflict**.

Please be aware PSCo owns and operates existing overhead electric distribution facilities along Leyden Street. When demolishing/installing and/or repairing the fence, please be aware that per the National Electric Safety Code, a minimum 10-foot radial clearance must be maintained at all times from all overhead electric facilities including, but not limited to, construction activities.

Should the project require any new gas or electric service or modification to existing facilities, the property owner/developer/contractor must contact the **Builder's Call Line** at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (*register*, application can then be tracked) to complete the application process. 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.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
 Contract Right of Way Referral Processor
 Public Service Company of Colorado

Dear Cody:

I am writing this in response to a notice I received regarding 7300 Leyden St

Vicious Performance at 7298 Leyden St has been a thorn in our side for years. They crowd the street on Krameria Dr sometimes where we only have room for 1 car to go thru. These kids use Krameria Dr as there personal race track for 60+ MPH. When asked about it there response is we have to check them out somewhere.

I have lived on my property for 65+ years and there respect for the neighbors is nil. For them to use the property to park excess units is unheard of as they have way to many excess units as it is now and would only add to the problem

Hester Bonnell

U.S. Code Compliance

MAR 07 2017

RECEIVED

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

Request for Comments

Case Name: 7300 Leyden Outdoor Storage
Case Number: RCU2017-00006

February 16, 2017

Adams County Planning Commission is requesting comments on the following request: **Conditional use permit to allow outdoor storage in the Industrial-1 zone district.**

This request is located at 7300 LEYDEN ST. The Assessor's Parcel Number is 0172132306010. The legal description is: The South 32 Feet Of Lots 7 Through 10 And The West 100 Feet Of Lot 11, Block 52, Town Of Derby, County Of Adams, State Of Colorado

Applicant Information: ACH1 LLC
CODY CARBONE
7300 LEYDEN ST
COMMERCE CITY, CO 80022

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 03/10/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name:	7300 Leyden Outdoor Storage
Case Number:	RCU2017-00006
Planning Commission Hearing Date:	08/23/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:	09/11/2018 at 9:30 a.m.

August 1, 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 outdoor storage in the Industrial-1 zone district**

The proposed use will be outside storage. This request is located at 7300 Leyden Street, and is located on 0.13 acres. The Assessor's Parcel Number is 0172132306010.

Applicant Information:	ACH1, LLC Cody Carbone 7300 Leyden St. Commerce City, CO 80022
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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

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

PUBLICATION REQUEST

7300 Leyden Outdoor Storage

Case Number:	RCU2017-00006
Planning Commission Hearing Date:	08/23/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:	09/11/2018 at 9:30 a.m.

Request: Conditional use permit to allow outdoor storage in the Industrial-1 zone district

Location:	7300 LEYDEN ST
Parcel Number:	0172132306010
Case Manager:	Greg Barnes
Case Technician:	Megan Ulibarri

Applicant:	Cody Carbone 7300 Leyden St Commerce City, CO 80022
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Owner:	AHCI, LLC 1700 Bassett St Unit 1416 Denver, CO 80202-1928
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Legal Description: Town Of Derby Blk: 52 Desc: S 32 Ft of Lots 7 - 10 and W 100 Ft Of Lot 11



Referral Listing
Case Number RCU2017-00006
7300 Leyden Outdoor Storage

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
ADAMS COUNTY SCHOOL DISTRICT 14	Patrick Sanchez 5291 E. 60th Avenue COMMERCE CITY CO 80022 303-853-3204 psanchez@adams14.org
CDPHE - AIR QUALITY	JAMES A. DILEO 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303-692-3127 jim.dileo@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 720-508-3724 720-245-0029 brandyn.wiedrich@centurylink.com
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

Agency	Contact Information
COLORADO DIVISION OF WILDLIFE	JOSEPH PADIA 6060 BROADWAY DENVER CO 80216 303-291-7132 joe.padia@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
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
Commerce City Planning Division	Robin Kern 7887 East 60th Avenue COMMERCE CITY CO 80022 303-289-3693 rkerns@c3gov.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
Neighborhood Improvement Committee	LARRY QUINTANA 7780 MAGNOLIA ST COMMERCE CITY CO 80022 3039557758
NS - Code Compliance	Gail Moon gmoon@adcogov.org 720.523.6833 gmoon@adcogov.org

Agency	Contact Information
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
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
SOUTH ADAMS CO. FIRE DISTRICT	Kevin Phillips 6550 E. 72ND AVENUE COMMERCE CITY CO 80022 303-288-0835 FAX: 303-288-5977 kcphillips@southadamsfire.org
South Adams County Water & San Dist	Abel Moreno 10200 E 102nd Ave Henderson CO 80022 720.206.0590 amoreno@sacwd.org
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

6.5 Public Notice List

7400 KEARNEY STREET LLC
6400 W COAL MINE AVENUE
LITTLETON CO 80123

BEHESHTI ABBAS S
PO BOX 16144
GOLDEN CO 80402-6003

7441 LEYDEN LLC
3245 E 128TH PL
THORNTON CO 80241-2142

BERNAL RICHARD A
1912 SUMAC PL
LONGMONT CO 80501

A AND A LLC
811 CITY VIEW DRIVE
DENVER CO 80229

BINK M COMPANY LLC
C/O COMFORT DENTAL CORP
2540 KIPLING ST
LAKEWOOD CO 80215-1527

A AND A LLC
811 CITY VIEW DR
DENVER CO 80229-4929

BONNELL HESTER I AND
HARRIS SHEILA
7391 KRAMERIA DR
COMMERCE CITY CO 80022-1930

ADAMS JAMES
505 HARLAN ST
LAKEWOOD CO 80226-1863

BRAUD BRANDON
7230 LOCUST ST
COMMERCE CITY CO 80022

AHC 1 LLC
1641 IRVING ST
DENVER CO 80204-1675

BRAYMAC HOLDINGS LLC
720 BILLINGS ST STE H
AURORA CO 80011-6753

ALPINE LUMBER COMPANY
C/O MARK MORRISON
10170 CHURCH RANCH WAY UNIT 350
BROOMFIELD CO 80021-6061

BRECKENRIDGE PROPERTY FUND 2016 LLC
2015 MANHATTAN BEACH BLVD STE 100
REDONDO BEACH CA 90278-1230

ALPINE LUMBER COMPANY
10170 CHURCH RANCH WAY SUITE 350
WESTMINSTER CO 80021

BROCK HANS
16010 PIKES PEAK DR
BROOMFIELD CO 80023-8512

ARCHULETA LEROY AND
LITTLE TINA
11390 NOME STREET
HENDERSON CO 80640

CARLSON RICHARD
PO BOX 741201
ARVADA CO 80006-1201

ASPEN MORTUARY INC
1350 SIMMS ST
GOLDEN CO 80401-4440

CARRILLO MANUEL AND
CARRILLO GLORIA
6650 KEARNEY STREET
COMMERCE CITY CO 80022

CHILDRENS OUTREACH THE
6400 W COAL MINE AVE
LITTLETON CO 80123-4501

DORRANCE KENNTH D AND
DORRANCE RHONDAL L
7491 LEYDEN
COMMERCE CITY CO 80022-1353

CITY OF COMMERCE CITY
7887 E 60TH AVENUE
COMMERCE CITY CO 80022

DOUBLE JGG LLC
7222 OBSIDIAN LN
CASTLE ROCK CO 80108-3083

CITY OF COMMERCE CITY
7887 E 60TH AVE
COMMERCE CITY CO 80022-4199

DPB72 LLC
15151 RIVERDALE RD
BRIGHTON CO 80602-8236

CORRAL MANUEL F AND
RAMIREZ LLERENAS PAULINA
6435 E 65TH PL
COMMERCE CITY CO 80022-2709

ELLEN LLC
6571 S COOK CT
CENTENNIAL CO 80121-3640

COVERT TERRY J AND
COVERT PATRICIA LYNN
PO BOX 38
COPE CO 80812-0038

ESQUEDA JOSE
7460 KEARNEY ST
COMMERCE CITY CO 80022-1335

CRAIG BILLIE S AND
CRAIG NORMA
13393 ELMENDORF PLACE
DENVER CO 80239

EUBANK ROBERT G/WEIHONG TRUSTEES OF
THE EUBANK 2007 FAMILY TRUST
90 W 84TH AVE
DENVER CO 80260-4808

CUI BO
6076 ELMBRIDGE DR
SAN JOSE CA 95129-3007

FIELDS MARY
7890 LARKWOOD ST
COMMERCE CITY CO 80022-1035

CWAM2 LLC
13960 TURNBERRY PT
BROOMFIELD CO 80023-9582

FLORES JOSE L
15601 E 52ND AVENUE
DENVER CO 80239

DERBY LUMBER AND
SUPPLY COMPANY
6350 E 72ND PL
COMMERCE CITY CO 80022-1701

FLORES JUAN PABLO MUNOZ
3500 PONTIAC ST
DENVER CO 80207-1626

DITTMER DEAN C
49215 E 88TH AVE
BENNETT CO 80102-9330

GERMAIN INVESTMENT COMPANY
1825 LAWRENCE ST NO. 112
DENVER CO 80202-1817

GVS COLORADO HOLDINGS I LLC
C/O ALLIANCE TAX ADVISORS
IRVING TX 75039-5522

KRAUSE MARILYN AND
KRAUSE STEVEN R
6700 ONEIDA STREET
COMMERCE CITY CO 80022-2854

HAMILTON STEVE D
12125 NEWPORT DR
BRIGHTON CO 80601-8057

KUBEC ERIK AND
KUBEC GWEN
12146 ADAMS WAY
THORNTON CO 80241-2859

HAMILTON STEVE D/ERMELINDA AND
BERNAL ELOY M/PATRICIA M
12125 NEWPORT DRIVE
BRIGHTON CO 80602

KULP DANIEL JR
25026 COUNTY ROAD 18
KEENESBURG CO 80643-9631

HANDLER FAMILY PARTNERSHIP I LLLP
C/O MAURY J HANDLER
65 S COLORADO BLVD
DENVER CO 80246-1040

LEEVERS DEVELOPMENT LLC
2195 N STATE HIGHWAY 83 STE AA
FRANKTOWN CO 80116-9600

HERRING SANG
3101 S NORFOLK STREET
AURORA CO 80013

LOCUST STREET LLC
PO BOX 20398
BOULDER CO 80308-3398

HOME ADDENDA LLC
18435 COUNTY ROAD 33
LA SALLE CO 80645-9207

MA WEI HONG AND
MA MEI CI
6082 S PARIS ST
ENGLEWOOD CO 80111-4120

JARDIN PROPERTIES LLP
6460 E 73RD AVE
COMMERCE CITY CO 80022

MADDOX WAYNE E
7191 BEACH STREET
WESTMINSTER CO 80030

JKC 7380 LLC
7830 MONACO ST
COMMERCE CITY CO 80022-1193

MAGNOLIA ENTERPRISES LLC
7290 MAGNOLIA ST
COMMERCE CITY CO 80022-1717

JOSHNICK CO LLLP
3184 W ELDER ST
BOISE ID 83705-4709

MAJALCA ANGEL J ROJO
7130 E 75TH AVE
COMMERCE CITY CO 80022-1620

KRAMERIA RETAIL LLC
15151 RIVERDALE RD
BRIGHTON CO 80602-8236

MARTINEZ ERNESTO BENITO AND
MARTINEZ VELMA E
6621 KRAMERIA ST
COMMERCE CITY CO 80022-2763

MARTINEZ JOEL DAVID
7240 MONACO ST
COMMERCE CITY CO 80022-1721

RIVERSIDE INVESTMENT LLC
6775 BAX CT
COMMERCE CITY CO 80022-2121

MASON ROBERT A
8985 LANDER STREET
WESTMINSTER CO 80030

ROCKY MOUNTAIN TRANSLOAD
4475 E 74TH AVE STE 202
COMMERCE CITY CO 80022-1406

METROPOLITAN STATE BANK
C/O FIRST AMERICAN TAX VALUATION
PO BOX 560807
DALLAS TX 75356-0807

RODRIGUEZ LUIS M AND
HERNANDEZ ESCARENO ANGELICA
7301 LEYDEN ST
COMMERCE CITY CO 80022-1927

MUNOZ ROGELIO AND
MUNOZ ALICIA
33 LARKSPUR LANE UNIT B
AVON CO 81620

RUIZ MARIA CARMEN
9211 JACKSON ST
THORNTON CO 80229-4264

OXLEY AMEALIA S
PO BOX 33504
NORTHGLENN CO 80233-0504

RUSSELL CRAIG
811 CITY VIEW DRIVE
DENVER CO 80229

RANGEVIEW LIBRARY DISTRICT
5877 E 120TH AVE
THORNTON CO 80602-8054

SALAZAR CRISTOBAL AND
SALAZAR MARIA E
11202 KINGSTON ST
HENDERSON CO 80640-7645

REMMENGA R RICHARD AND
REMMENGA NANCY
6701 E 72ND AVENUE
COMMERCE CITY CO 80022

SANTANA JUAN MANUEL MALDONADO
12269 E FORD AVE
AURORA CO 80012-3313

RENT RIGHT LLC
12741 E CALEY AVE STE 126
CENTENNIAL CO 80111-6407

SAV-O-MAT INC
7268 S TUCSON WAY
ENGLEWOOD CO 80112

RHINER GERALD AND
MACHINAL DEBORAH
5015 W 69TH AVE
WESTMINSTER CO 80030-5711

SINA INC
234 W WILLOW ST
CHICAGO IL 60614-5716

RIOS DANIEL AND
SANCHEZ MARIA
1735 BURDICK EXPY E
MINOT ND 58701

SINK MARK
3035 WYANDOT ST
DENVER CO 80211-3822

SIRRAG REAL PROPERTIES LTD
9006 E 50TH AVE
DENVER CO 80238-3786

WAGNER MARK S AND
WAGNER PAMELA A
PO BOX 462131
AURORA CO 80046-2131

SMITH JANICE L AND
SMITH ROBERT C
7320 KEARNEY STREET
COMMERCE CITY CO 80022

6460 E 73RD AVE LLC
OR CURRENT RESIDENT
6460 E 73RD AVE
COMMERCE CITY CO 80022-1709

SOK SE AND
SOK CHHANG YEAN
10990 NEWLAND ST
BROOMFIELD CO 80020

AGUILAR PORFIRIO
OR CURRENT RESIDENT
7421 LEYDEN STREET
COMMERCE CITY CO 80022

SOTO JESUS
1666 MT EVANS DRIVE
LONGMONT CO 80501

AHEARN JOANNA C
OR CURRENT RESIDENT
7431 LEYDEN ST
COMMERCE CITY CO 80022-1341

STATE HIGHWAY DEPT
2000 S HOLLY ST
DENVER CO 80222-4818

ALVARADO NALLELY RAMIREZ
OR CURRENT RESIDENT
7396 KEARNEY ST
COMMERCE CITY CO 80022-1965

STROEDER GREG
3692 S LEE COURT
DENVER CO 80235

BACA ALFRED J SR
OR CURRENT RESIDENT
7471 MAGNOLIA STREET
COMMERCE CITY CO 80022

SWEET JACK J AND
SWEET ELLEN P
7450 KRAMERIA DRIVE
COMMERCE CITY CO 80022

BACA LOUIE AND
BACA DOLORES R
OR CURRENT RESIDENT
7490 LEYDEN ST
COMMERCE CITY CO 80022-1352

TITONI RODNEY WILLIAM
9307 FLOWER ST
BROOMFIELD CO 80021-4363

BARAJAS JOANN AND
BARAJAS GENE
OR CURRENT RESIDENT
7371 LEYDEN ST
COMMERCE CITY CO 80022-1927

VASQUEZ JESUS
GARCIA MARIA GUADALUPE
3445 STEELE STREET
DENVER CO 80205

BARBER PAULA M
OR CURRENT RESIDENT
7390 KRAMERIA STREET
COMMERCE CITY CO 80022

VILLALOBOS RIGOBERTO CERVANTES
6320 E 72ND AVE
COMMERCE CITY CO 80022

BAUTISTA MICHAEL P
OR CURRENT RESIDENT
7351 KRAMERIA ST
COMMERCE CITY CO 80022

BEVIER ALLAN K
OR CURRENT RESIDENT
7280 KRAMERIA ST
COMMERCE CITY CO 80022-1926

CERVANTES MARIA G
OR CURRENT RESIDENT
7450 MONACO STREET
COMMERCE CITY CO 80022

BONNELL HESTER I AND
HARRIS SHEILA
OR CURRENT RESIDENT
7391 KRAMERIA DR
COMMERCE CITY CO 80022-1930

CHAIRES JORGE
OR CURRENT RESIDENT
7456 MONACO ST
COMMERCE CITY CO 80022-1302

BONNELL HESTER I AND
HARRIS SHEILA
OR CURRENT RESIDENT
7381 KRAMERIA DR
COMMERCE CITY CO 80022-1930

CHAVEZ ALFREDO AND PAYAN ELMA
OR CURRENT RESIDENT
7296 KRAMERIA ST
COMMERCE CITY CO 80022-1926

BRAUD BRANDON
OR CURRENT RESIDENT
7230 LOCUST ST
COMMERCE CITY CO 80022-1735

CHAVEZ VICTOR OROCZO AND
CHAVEZ RAQUEL
OR CURRENT RESIDENT
7470 MONACO ST
COMMERCE CITY CO 80022-1302

BUSTOS RAFAEL I AND
BUSTOS LINDA K
OR CURRENT RESIDENT
7456 LEYDEN ST
COMMERCE CITY CO 80022-1352

COLLINS MARGARET MAY
OR CURRENT RESIDENT
7261 MAGNOLIA ST
COMMERCE CITY CO 80022-1734

CAMPUZANO LUZ C
OR CURRENT RESIDENT
7491 MONACO ST
COMMERCE CITY CO 80022-1301

CORDOVA CHRIS M AND
CORDOVA KIMBERLY
OR CURRENT RESIDENT
7249 MAGNOLIA ST
COMMERCE CITY CO 80022-1716

CANTER TERRANCE O AND
CANTER BRENDA M
OR CURRENT RESIDENT
7461 MONACO ST
COMMERCE CITY CO 80022-1301

CUSTARD DAVID AND
CUSTARD ANDREA
OR CURRENT RESIDENT
6141 E 74TH PL
COMMERCE CITY CO 80022-1331

CARRUTH WILLIAM K AND
MC CLURE SANDRA MAY
OR CURRENT RESIDENT
7461 MAGNOLIA ST
COMMERCE CITY CO 80022-1265

DERBY LUMBER AND
SUPPLY CO
OR CURRENT RESIDENT
6350 E 72ND PL
COMMERCE CITY CO 80022-1701

CASTANON MARIA AND
CARRILLO CASTANON PAULO
OR CURRENT RESIDENT
7480 KRAMERIA ST
COMMERCE CITY CO 80022

DUKE DENNIS L
OR CURRENT RESIDENT
7460 LEYDEN ST
COMMERCE CITY CO 80022-1352

CERVANTES HUMBERTO AND
CERVANTES MARIA M
OR CURRENT RESIDENT
7360 HIGHWAY 2
COMMERCE CITY CO 80022-1724

E J CORP
OR CURRENT RESIDENT
6454 E 72ND PLACE
COMMERCE CITY CO 80022

EDWARDS BENJAMIN
OR CURRENT RESIDENT
7270 KRAMERIA ST
COMMERCE CITY CO 80022-1926

GEMOYA TAYLOUR L
OR CURRENT RESIDENT
7398 KEARNEY ST
COMMERCE CITY CO 80022-1965

ESQUEDA JOSE
OR CURRENT RESIDENT
7460 KEARNEY ST
COMMERCE CITY CO 80022-1335

GIENGER JACOB G
OR CURRENT RESIDENT
6510 E 74TH PL
COMMERCE CITY CO 80022-1349

FISCUS MICHAEL L
OR CURRENT RESIDENT
6480 E 74TH PL
COMMERCE CITY CO 80022-1349

GRF CORPORATION
OR CURRENT RESIDENT
7461 LOCUST ST
COMMERCE CITY CO 80022-1345

FITZPATRICK SUSAN
OR CURRENT RESIDENT
6470 E 74TH PL
COMMERCE CITY CO 80022-1349

GUYER DUSTIN DANIEL
OR CURRENT RESIDENT
7480 LOCUST ST
COMMERCE CITY CO 80022-1346

FLORES JOSE L
OR CURRENT RESIDENT
7441 KRAMERIA DR
COMMERCE CITY CO 80022-1267

HAGIN HAROLD KEITH AND
HAGIN ANGELA BERNICE
OR CURRENT RESIDENT
7455 LOCUST ST
COMMERCE CITY CO 80022

GALLEGOS JOHNNY L AND
GALLEGOS ROSA LEE
OR CURRENT RESIDENT
7451 MONACO ST
COMMERCE CITY CO 80022-1301

HALBERT CHRISTOPHER S AND
HALBERT MELISSA
OR CURRENT RESIDENT
7460 MONACO STREET
COMMERCE CITY CO 80022

GALLEGOS JUAN
OR CURRENT RESIDENT
6526 E 72ND PL
COMMERCE CITY CO 80022-1737

HARRIS RAYMOND
OR CURRENT RESIDENT
6120 E 74TH PL
COMMERCE CITY CO 80022-1332

GAMEZ DE ANDRADE MARIA R
OR CURRENT RESIDENT
7511 LEYDEN ST
COMMERCE CITY CO 80022

HEREDIA JORGE LUIS REYES AND
ALCALA ROBERTO CEBALLAS
OR CURRENT RESIDENT
7310 KRAMERIA ST
COMMERCE CITY CO 80022-1939

GARCIA MANUEL E AND
MARQUEZ DIANA M
OR CURRENT RESIDENT
6101 E 74TH PL
COMMERCE CITY CO 80022-1331

HERRERA GRACIELA GARCIA AND
VILLESCAS JOSE A
OR CURRENT RESIDENT
7391 LEYDEN ST
COMMERCE CITY CO 80022-1927

GEISLER DONNA
OR CURRENT RESIDENT
7290 KRAMERIA ST
COMMERCE CITY CO 80022-1926

HI-LO STAMP CORP
OR CURRENT RESIDENT
7280 MONACO ST
COMMERCE CITY CO 80022-1732

HORNER CHARLES J AND
HORNER SUSAN K
OR CURRENT RESIDENT
7470 LEYDEN ST
COMMERCE CITY CO 80022-1352

LANDIN RONALD A AND
LANDIN EVELYN M
OR CURRENT RESIDENT
7495 LEYDEN ST
COMMERCE CITY CO 80022-1353

HOWELL DOUG
OR CURRENT RESIDENT
7481 MONACO STREET
COMMERCE CITY CO 80022

LANYON ROBIN D
OR CURRENT RESIDENT
7296 KEARNEY ST
COMMERCE CITY CO 80022-1924

INMAN JUDY
OR CURRENT RESIDENT
7450 LEYDEN ST
COMMERCE CITY CO 80022-1352

LARGE GAYLE A
OR CURRENT RESIDENT
7440 LEYDEN ST
COMMERCE CITY CO 80022-1342

J C AUTOMOTIVE REPAIR INC AND
TINAJERO JULIO
OR CURRENT RESIDENT
7298 LEYDEN STREET
COMMERCE CITY CO 80022

LOPEZ BARBARA ELAINE
OR CURRENT RESIDENT
7361 KRAMERIA ST
COMMERCE CITY CO 80022-1938

JARAMILLO JULIA C
OR CURRENT RESIDENT
7440 KRAMERIA DR
COMMERCE CITY CO 80022-1266

LOPEZ JOSE HERNANDEZ
OR CURRENT RESIDENT
7390 LEYDEN ST
COMMERCE CITY CO 80022-1928

KIM KI HWAN AND
LEE IL TAE
OR CURRENT RESIDENT
7270 HIGHWAY 2
COMMERCE CITY CO 80022

LOPEZ JUDY A
OR CURRENT RESIDENT
7386 KRAMERIA ST
COMMERCE CITY CO 80022-1939

KLEBER PHILLIP P AND
KLEBER DIXIE L
OR CURRENT RESIDENT
7301 KRAMERIA STREET
COMMERCE CITY CO 80022

LOVERIDGE MONICA
OR CURRENT RESIDENT
7455 MONACO ST
COMMERCE CITY CO 80022-1301

KROAH JOHN T AND
KROAH KATHY A
OR CURRENT RESIDENT
7280 KEARNEY ST
COMMERCE CITY CO 80022-1924

LOZANO JOSE E JR
LOZANO MARTHA M RUIZ
OR CURRENT RESIDENT
7470 LOCUST ST
COMMERCE CITY CO 80022-1346

KWIATKOWSKI JOSEPH W
OR CURRENT RESIDENT
7286 KEARNEY ST
COMMERCE CITY CO 80022-1924

LUCERO LOUIS C JR AND
LUCERO STELLA L
OR CURRENT RESIDENT
7300 KRAMERIA STREET
COMMERCE CITY CO 80022

LA TRENZA COUNSELING INC
OR CURRENT RESIDENT
6332 E 72ND AVE
COMMERCE CITY CO 80022-2000

LUCIO ARREDONDO JESUS
OR CURRENT RESIDENT
7200 MONACO ST
COMMERCE CITY CO 80022-1721

MACHADO NOE ANTILLON
OR CURRENT RESIDENT
7440 LOCUST ST
COMMERCE CITY CO 80022-1346

MORALES GABRIELA
OR CURRENT RESIDENT
7397 KRAMERIA ST
COMMERCE CITY CO 80022-1938

MADRID ROBERT ANGEL JUDE
OR CURRENT RESIDENT
7471 LOCUST STREET
COMMERCE CITY CO 80022

MUNOZ ROGELIO AND
MUNOZ ALICIA
OR CURRENT RESIDENT
7471 LEYDEN ST
COMMERCE CITY CO 80022-1386

MADRID SILVIA
OR CURRENT RESIDENT
6091 E 74TH AVE
COMMERCE CITY CO 80022-1326

MURILLO SOTO ESTELA AND SOTO DE MURILLO OLIV
IA AND
SOTO SOLIS PABLO AND DE SOTO SAN JUANA
OR CURRENT RESIDENT
7420 KRAMERIA ST
COMMERCE CITY CO 80022-1338

MAESTAS NICASIO P AND
MAESTAS ROSALIE
OR CURRENT RESIDENT
7275 KRAMERIA ST
COMMERCE CITY CO 80022-1925

OYAMA MARY AND
OYAMA LINDA S/DONALD
OR CURRENT RESIDENT
7331 KRAMERIA ST
COMMERCE CITY CO 80022-1938

MAESTAS PATRICK AND
MAESTAS NICK P JR
OR CURRENT RESIDENT
7500 KRAMERIA ST
COMMERCE CITY CO 80022-1340

PEREZ MANUEL
OR CURRENT RESIDENT
7450 LOCUST ST
COMMERCE CITY CO 80022-1346

MAGALLANES SEGOVIA BENITO AND
MAGALLANES FRANCISCA
OR CURRENT RESIDENT
7350 KRAMERIA STREET
COMMERCE CITY CO 80022

PHILBY-RUSH ELIZABETH ANN AND
RUSH MARK A
OR CURRENT RESIDENT
6340 E 74TH PL
COMMERCE CITY CO 80022-1333

MALONE LUCY A AND
BUENO DEREK
OR CURRENT RESIDENT
7399 KRAMERIA DR
COMMERCE CITY CO 80022

PITIAK ROBERT S AND
PITIAK KATHLEEN E
OR CURRENT RESIDENT
7496 KRAMERIA ST
COMMERCE CITY CO 80022

MARTINEZ GEORGIA AND
MARTINEZ PROCOPIO JR
OR CURRENT RESIDENT
7360 LEYDEN ST
COMMERCE CITY CO 80022-1928

PUENTES PERIA AND
HERRERA ESMERALDA
OR CURRENT RESIDENT
7471 MONACO STREET
COMMERCE CITY CO 80022

MARTINEZ JOEL D AND
MARTINEZ LUCIA
OR CURRENT RESIDENT
7240 MONACO ST
COMMERCE CITY CO 80022-1721

QUEZADA MANUEL FAUSTINO
OR CURRENT RESIDENT
7441 MONACO ST
COMMERCE CITY CO 80022-1301

MIER LUIS E AND
LOPEZ ROSALVA MIER
OR CURRENT RESIDENT
7491 LOCUST ST
COMMERCE CITY CO 80022-1345

RIVAS HERNANDEZ JAVIER ADAN
OR CURRENT RESIDENT
7481 LEYDEN ST
COMMERCE CITY CO 80022-1353

RODRIGUEZ ALEX ALEXANDER AND
GARDUNIO AMOS GUADALUPE
OR CURRENT RESIDENT
7456 LOCUST ST
COMMERCE CITY CO 80022-1346

TORRES RAMON A AND
TORRES MAMIE A
OR CURRENT RESIDENT
7501 LEYDEN ST
COMMERCE CITY CO 80022-1360

RODRIGUEZ RAUL
OR CURRENT RESIDENT
7439 KRAMERIA ST
COMMERCE CITY CO 80022

VALDEZ ARTHUR AND
VALDEZ RAMONA
OR CURRENT RESIDENT
7371 KRAMERIA DRIVE
COMMERCE CITY CO 80022

RUIZ ANTHONIO M
OR CURRENT RESIDENT
7427 KEARNEY ST
COMMERCE CITY CO 80022-1334

VANDEWEGHE BEVERLY LIVING TRUST THE
OR CURRENT RESIDENT
7390 HIGHWAY 2
COMMERCE CITY CO 80022

SANDERS SCOTT C AND
HEILMAN MELISSA R
OR CURRENT RESIDENT
7446 LEYDEN ST
COMMERCE CITY CO 80022

VICTORY LIFE MINISTRIES INC
C/O ANTHONY GABALDON
OR CURRENT RESIDENT
6201 E 74TH PL
COMMERCE CITY CO 80022

SAUER CHARLES J AND
SAUER APRIL
OR CURRENT RESIDENT
7460 LOCUST ST
COMMERCE CITY CO 80022-1346

VILLALOBOS RIGOBERTO CERVANTES
OR CURRENT RESIDENT
6320 E 72ND AVE
COMMERCE CITY CO 80022

SMITH JANICE L AND
SMITH ROBERT C
OR CURRENT RESIDENT
7320 KEARNEY STREET
COMMERCE CITY CO 80022

WHITEMAN PHILLIP A
OR CURRENT RESIDENT
7396 LEYDEN ST
COMMERCE CITY CO 80022-1928

SNEATH PEGGY SUSAN AND
SNEATH FRANK E
OR CURRENT RESIDENT
7490 KRAMERIA ST
COMMERCE CITY CO 80022-1354

WILKINSON CARRIA E AND
PADILLA CHRISTOPHER J
OR CURRENT RESIDENT
7440 MONACO ST
COMMERCE CITY CO 80022-1302

SPENCER ROBERT W AND
JUMP DONNA
OR CURRENT RESIDENT
7421 KEARNEY ST
COMMERCE CITY CO 80022-1334

WILLIS LAWRENCE M AND
WILLIS TERRY L
OR CURRENT RESIDENT
6537 E 72ND PLACE
COMMERCE CITY CO 80022

STEDNITZ CLARENCE AND
LESLEY REBECCA SUE
OR CURRENT RESIDENT
7480 MONACO STREET
COMMERCE CITY CO 80022

WOOD DARROLL R AND
WOOD VERLA M AND WOOD RAYMOND L
OR CURRENT RESIDENT
7321 KRAMERIA ST
COMMERCE CITY CO 80022-1938

TERRAZAS FIDEL
OR CURRENT RESIDENT
7450 KEARNEY ST
COMMERCE CITY CO 80022-1335

CURRENT RESIDENT
6161 E 74TH PL
COMMERCE CITY CO 80022-1331

CURRENT RESIDENT
6100 E 74TH PL
COMMERCE CITY CO 80022-1332

CURRENT RESIDENT
6476 E 74TH PL
COMMERCE CITY CO 80022-1349

CURRENT RESIDENT
6350 E 74TH PL
COMMERCE CITY CO 80022-1333

CURRENT RESIDENT
6496 E 74TH PL
COMMERCE CITY CO 80022-1349

CURRENT RESIDENT
7400 KRAMERIA ST
COMMERCE CITY CO 80022-1338

CURRENT RESIDENT
6502 E 74TH PL
COMMERCE CITY CO 80022-1349

CURRENT RESIDENT
7446 KRAMERIA ST
COMMERCE CITY CO 80022-1338

CURRENT RESIDENT
7480 LEYDEN ST
COMMERCE CITY CO 80022-1352

CURRENT RESIDENT
7401 LEYDEN ST
COMMERCE CITY CO 80022-1341

CURRENT RESIDENT
7491 LEYDEN ST
COMMERCE CITY CO 80022-1353

CURRENT RESIDENT
7441 LEYDEN ST
COMMERCE CITY CO 80022-1341

CURRENT RESIDENT
7453 KRAMERIA ST
COMMERCE CITY CO 80022-1355

CURRENT RESIDENT
7441 LOCUST ST
COMMERCE CITY CO 80022-1345

CURRENT RESIDENT
7455 KRAMERIA ST
COMMERCE CITY CO 80022-1355

CURRENT RESIDENT
7451 LOCUST ST
COMMERCE CITY CO 80022-1345

CURRENT RESIDENT
7461 KRAMERIA ST
COMMERCE CITY CO 80022-1355

CURRENT RESIDENT
7481 LOCUST ST
COMMERCE CITY CO 80022-1345

CURRENT RESIDENT
7475 KRAMERIA ST APT A
COMMERCE CITY CO 80022-1382

CURRENT RESIDENT
7490 LOCUST ST
COMMERCE CITY CO 80022-1346

CURRENT RESIDENT
7475 KRAMERIA ST APT B
COMMERCE CITY CO 80022-1382

CURRENT RESIDENT
7475 KRAMERIA ST APT C
COMMERCE CITY CO 80022-1382

CURRENT RESIDENT
6580 E 73RD AVE
COMMERCE CITY CO 80022-1711

CURRENT RESIDENT
7475 KRAMERIA ST APT D
COMMERCE CITY CO 80022-1382

CURRENT RESIDENT
7201 MONACO ST
COMMERCE CITY CO 80022-1720

CURRENT RESIDENT
7475 KRAMERIA ST APT E
COMMERCE CITY CO 80022-1382

CURRENT RESIDENT
7245 MONACO ST
COMMERCE CITY CO 80022-1720

CURRENT RESIDENT
6441 E 72ND PL
COMMERCE CITY CO 80022-1702

CURRENT RESIDENT
7200 HIGHWAY 2
COMMERCE CITY CO 80022-1723

CURRENT RESIDENT
6400 E 72ND PL
COMMERCE CITY CO 80022-1703

CURRENT RESIDENT
7220 HIGHWAY 2
COMMERCE CITY CO 80022-1723

CURRENT RESIDENT
6440 E 72ND PL
COMMERCE CITY CO 80022-1703

CURRENT RESIDENT
7350 HIGHWAY 2
COMMERCE CITY CO 80022-1724

CURRENT RESIDENT
6490 E 72ND PL
COMMERCE CITY CO 80022-1703

CURRENT RESIDENT
7260 LOCUST ST
COMMERCE CITY CO 80022-1727

CURRENT RESIDENT
6525 E 72ND PL
COMMERCE CITY CO 80022-1704

CURRENT RESIDENT
7272 LOCUST ST
COMMERCE CITY CO 80022-1727

CURRENT RESIDENT
6496 E 73RD AVE
COMMERCE CITY CO 80022-1709

CURRENT RESIDENT
7255 MONACO ST
COMMERCE CITY CO 80022-1731

CURRENT RESIDENT
6565 E 73RD AVE
COMMERCE CITY CO 80022-1710

CURRENT RESIDENT
7275 MONACO ST
COMMERCE CITY CO 80022-1731

CURRENT RESIDENT
7250 MONACO ST
COMMERCE CITY CO 80022-1732

CURRENT RESIDENT
7300 LEYDEN ST
COMMERCE CITY CO 80022-1928

CURRENT RESIDENT
7270 MONACO ST
COMMERCE CITY CO 80022-1732

CURRENT RESIDENT
7370 LEYDEN ST
COMMERCE CITY CO 80022-1928

CURRENT RESIDENT
7271 MAGNOLIA ST
COMMERCE CITY CO 80022-1734

CURRENT RESIDENT
7380 LEYDEN ST
COMMERCE CITY CO 80022-1928

CURRENT RESIDENT
7220 LOCUST ST
COMMERCE CITY CO 80022-1735

CURRENT RESIDENT
7361 KRAMERIA DR
COMMERCE CITY CO 80022-1930

CURRENT RESIDENT
7240 LOCUST ST
COMMERCE CITY CO 80022-1735

CURRENT RESIDENT
7395 KRAMERIA DR
COMMERCE CITY CO 80022-1930

CURRENT RESIDENT
7271 KEARNEY ST
COMMERCE CITY CO 80022-1923

CURRENT RESIDENT
7397 KRAMERIA DR
COMMERCE CITY CO 80022-1930

CURRENT RESIDENT
7255 KRAMERIA ST
COMMERCE CITY CO 80022-1925

CURRENT RESIDENT
7290 KRAMERIA DR
COMMERCE CITY CO 80022-1931

CURRENT RESIDENT
7295 KRAMERIA ST
COMMERCE CITY CO 80022-1925

CURRENT RESIDENT
7296 KRAMERIA DR
COMMERCE CITY CO 80022-1931

CURRENT RESIDENT
7297 KRAMERIA ST
COMMERCE CITY CO 80022-1925

CURRENT RESIDENT
7371 KRAMERIA ST
COMMERCE CITY CO 80022-1938

CURRENT RESIDENT
7381 LEYDEN ST
COMMERCE CITY CO 80022-1927

CURRENT RESIDENT
7373 KRAMERIA ST
COMMERCE CITY CO 80022-1938

CURRENT RESIDENT
7375 KRAMERIA ST UNIT A
COMMERCE CITY CO 80022-1938

CURRENT RESIDENT
6338 E 72ND AVE
COMMERCE CITY CO 80022-2000

CURRENT RESIDENT
7375 KRAMERIA ST UNIT B
COMMERCE CITY CO 80022-1938

CURRENT RESIDENT
6451 E 72ND AVE
COMMERCE CITY CO 80022-2003

CURRENT RESIDENT
7377 KRAMERIA ST
COMMERCE CITY CO 80022-1938

CURRENT RESIDENT
6461 E 72ND AVE
COMMERCE CITY CO 80022-2003

CURRENT RESIDENT
7379 KRAMERIA ST
COMMERCE CITY CO 80022-1938

CURRENT RESIDENT
7185 MONACO ST
COMMERCE CITY CO 80022-2051

CURRENT RESIDENT
7330 KRAMERIA ST
COMMERCE CITY CO 80022-1939

CURRENT RESIDENT
7360 KRAMERIA ST
COMMERCE CITY CO 80022-1939

CURRENT RESIDENT
7380 KRAMERIA ST
COMMERCE CITY CO 80022-1939

CURRENT RESIDENT
7350 KRAMERIA DR
COMMERCE CITY CO 80022-1966

CURRENT RESIDENT
7390 KRAMERIA DR
COMMERCE CITY CO 80022-1966

CURRENT RESIDENT
6302 E 72ND AVE
COMMERCE CITY CO 80022-2000

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at 7300 Leyden Street on July 31, 2018 in accordance with the requirements of the Adams County Development Standards and Regulations.

A handwritten signature in black ink, appearing to read "J. Gregory Barnes". The signature is fluid and cursive, written over a horizontal line.

J. Gregory Barnes

7300 Leyden Storage

RCU2017-00006

7300 Leyden Street

September 11, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Request

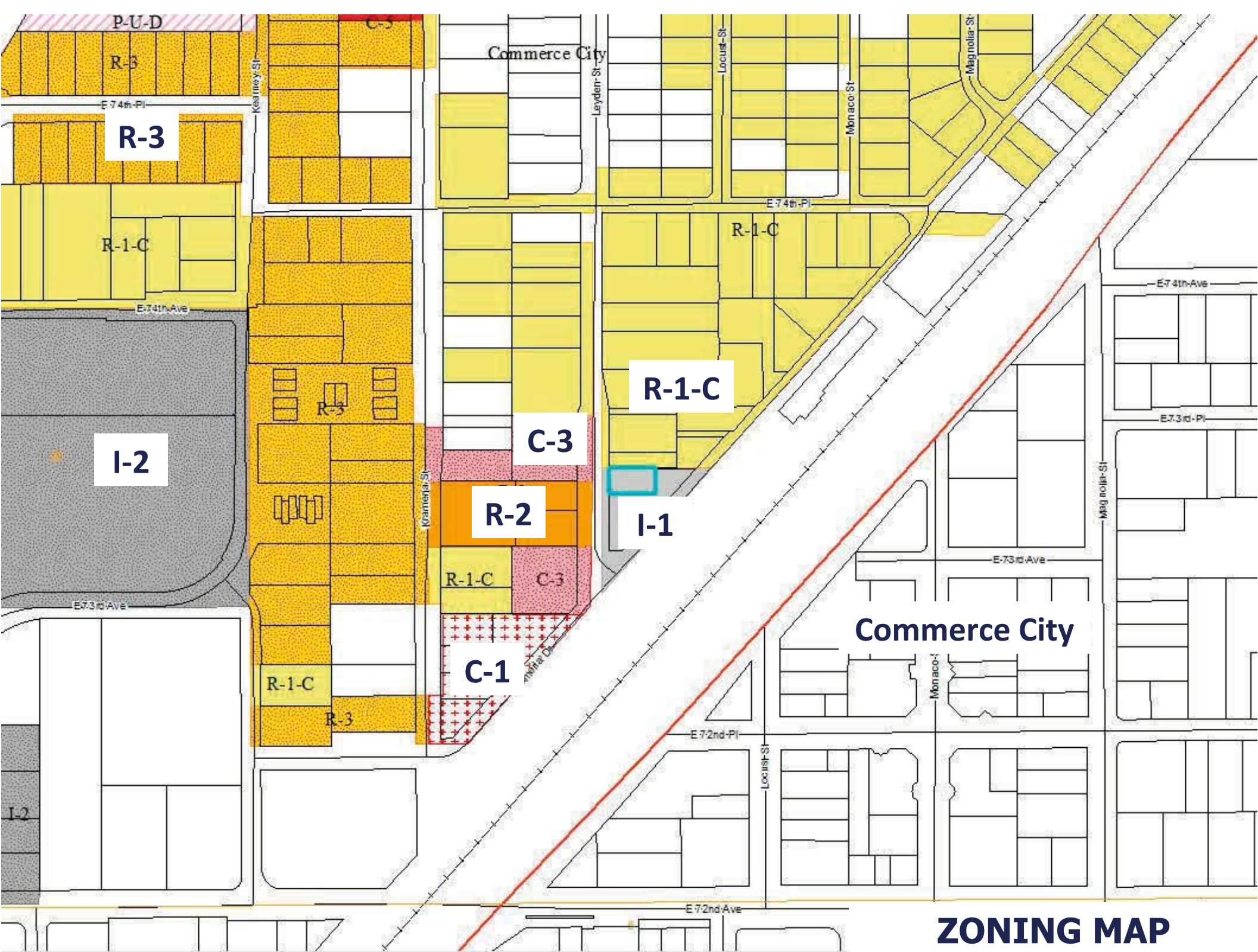
Conditional Use Permit for outdoor storage in excess of building area in the Industrial-1 (I-1) zone district.

Background

- History of zoning violations from 1997-2014
 - Overgrown weeds
 - Illegal storage of materials
- ACH1 acquired property in 2015
 - No zoning violations since 2014



AERIAL MAP



ZONING MAP



Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Outdoor Storage Performance Standards

- Screen fencing
- Stacking of materials
- Non-hazardous materials
- Fire access

SITE INFORMATION

- 5,660 square feet
- Existing building encroachment

**Building
Encroachment**

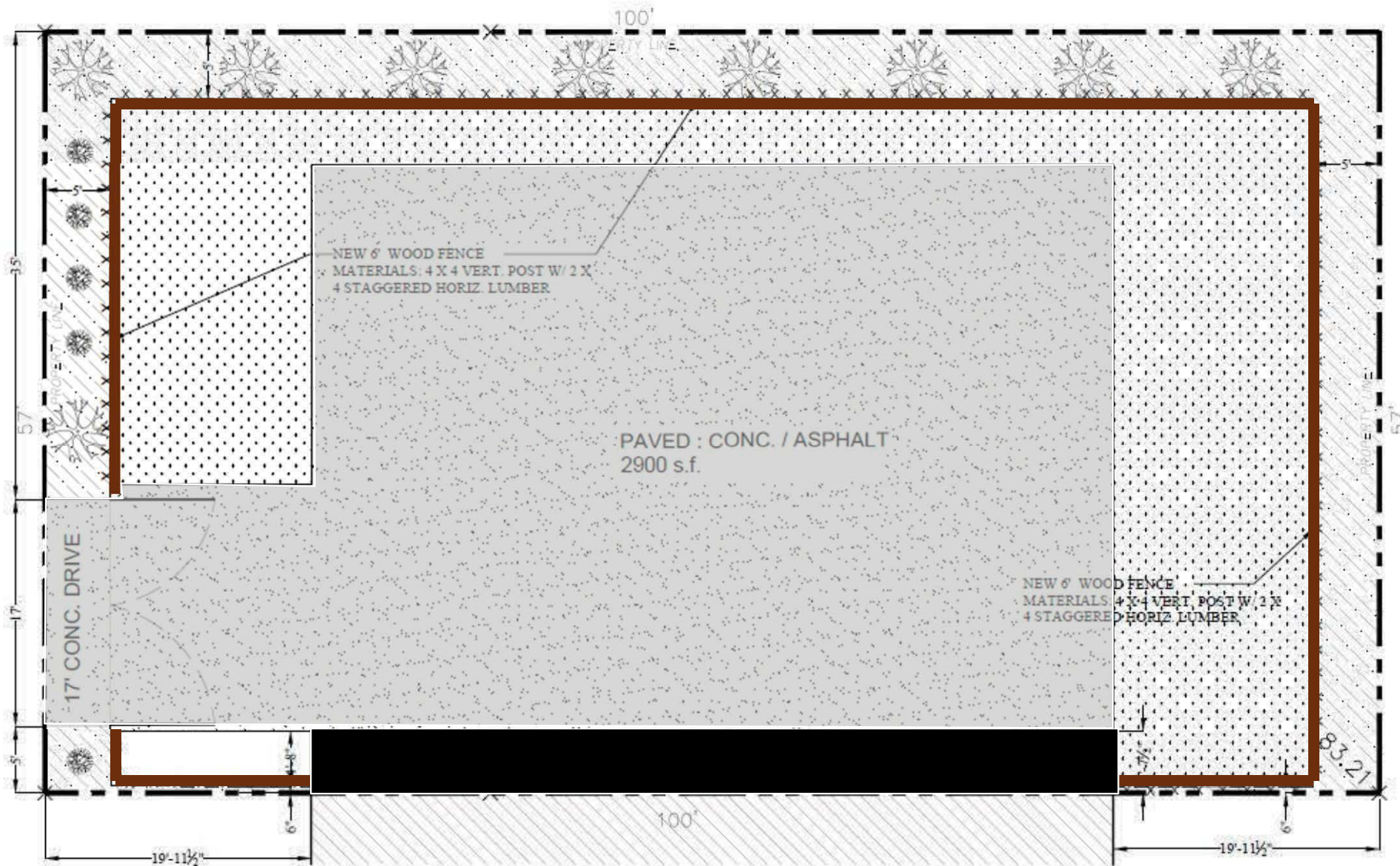


SITE PLAN

Storage of vehicles and trailers

LEYDEN STREET

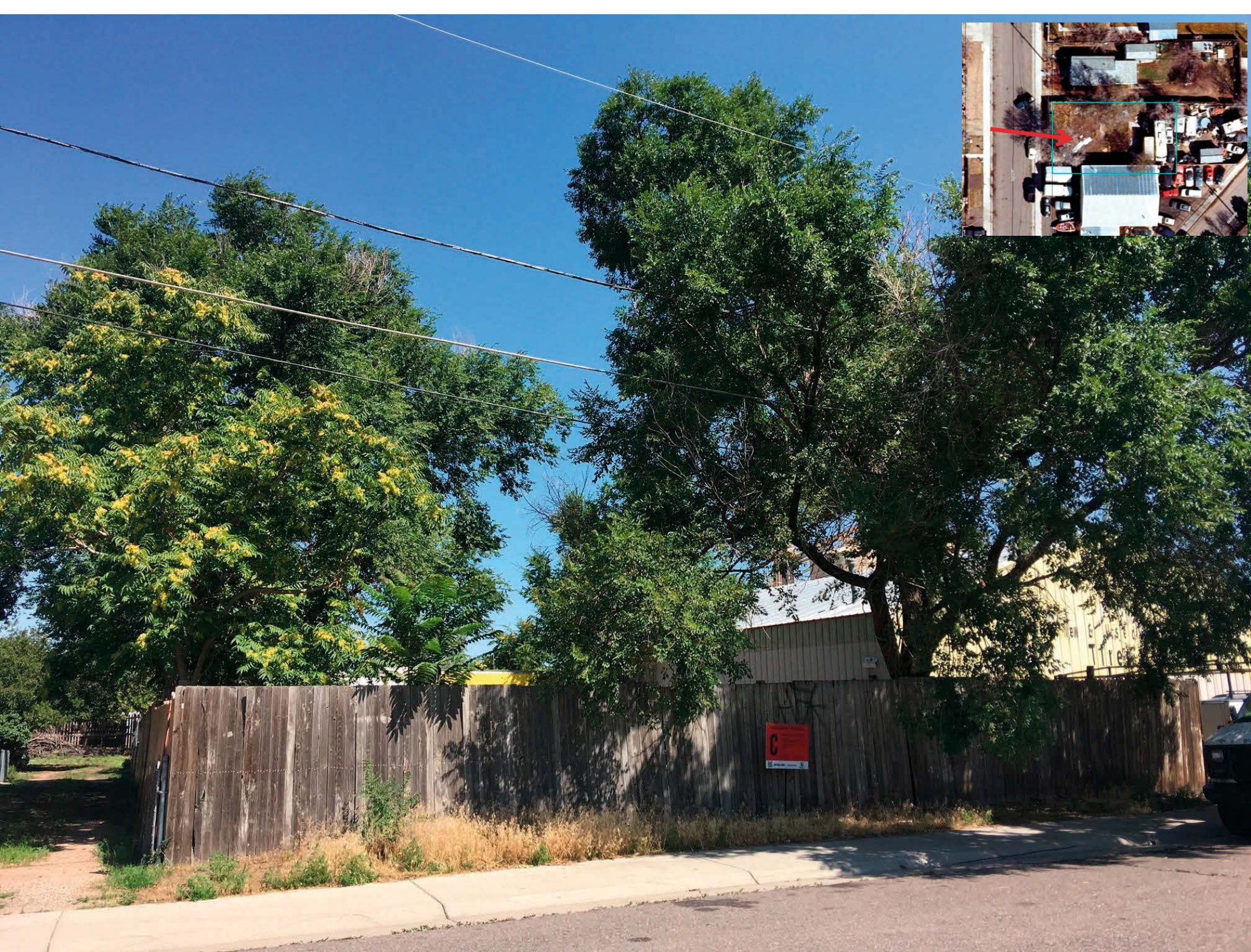
70' R.O.W.

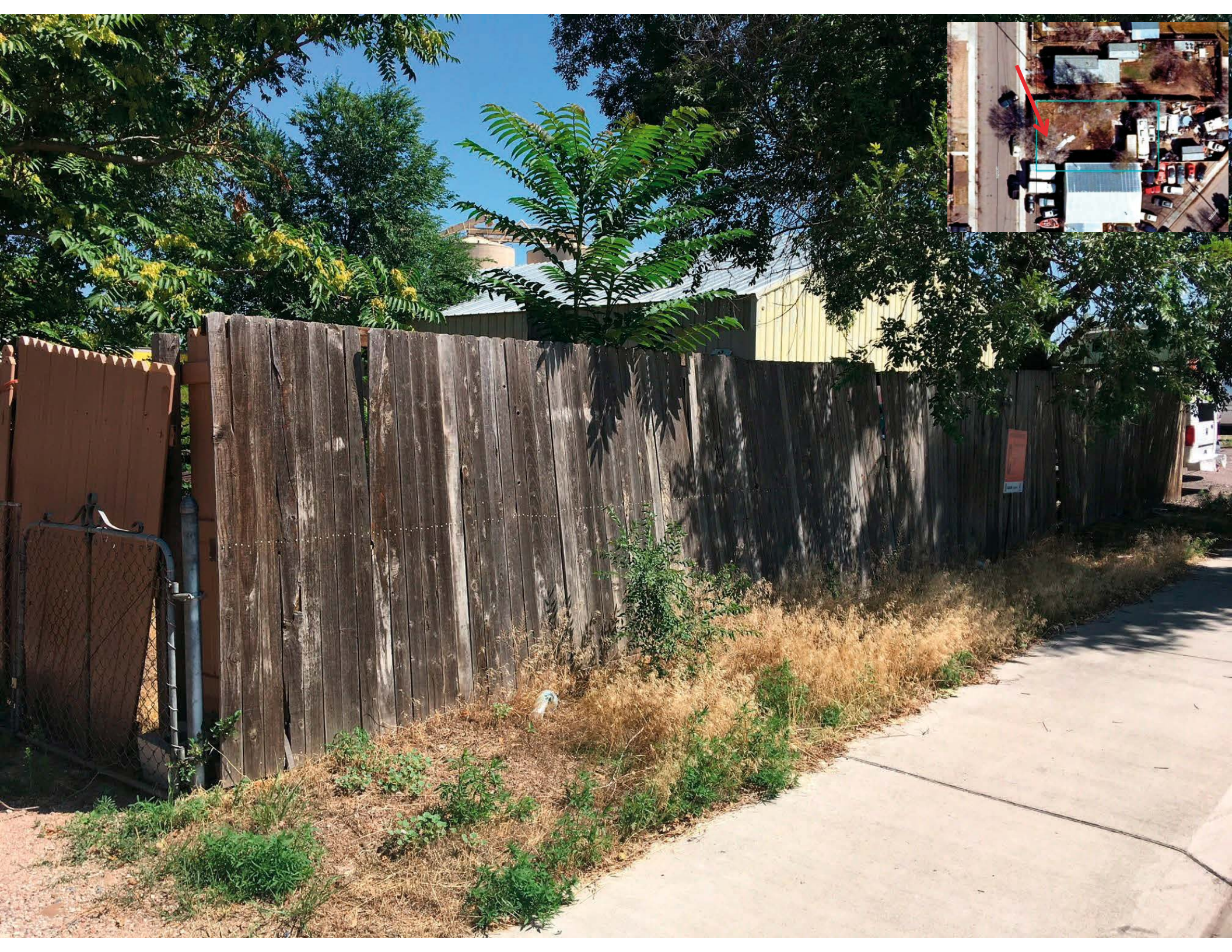


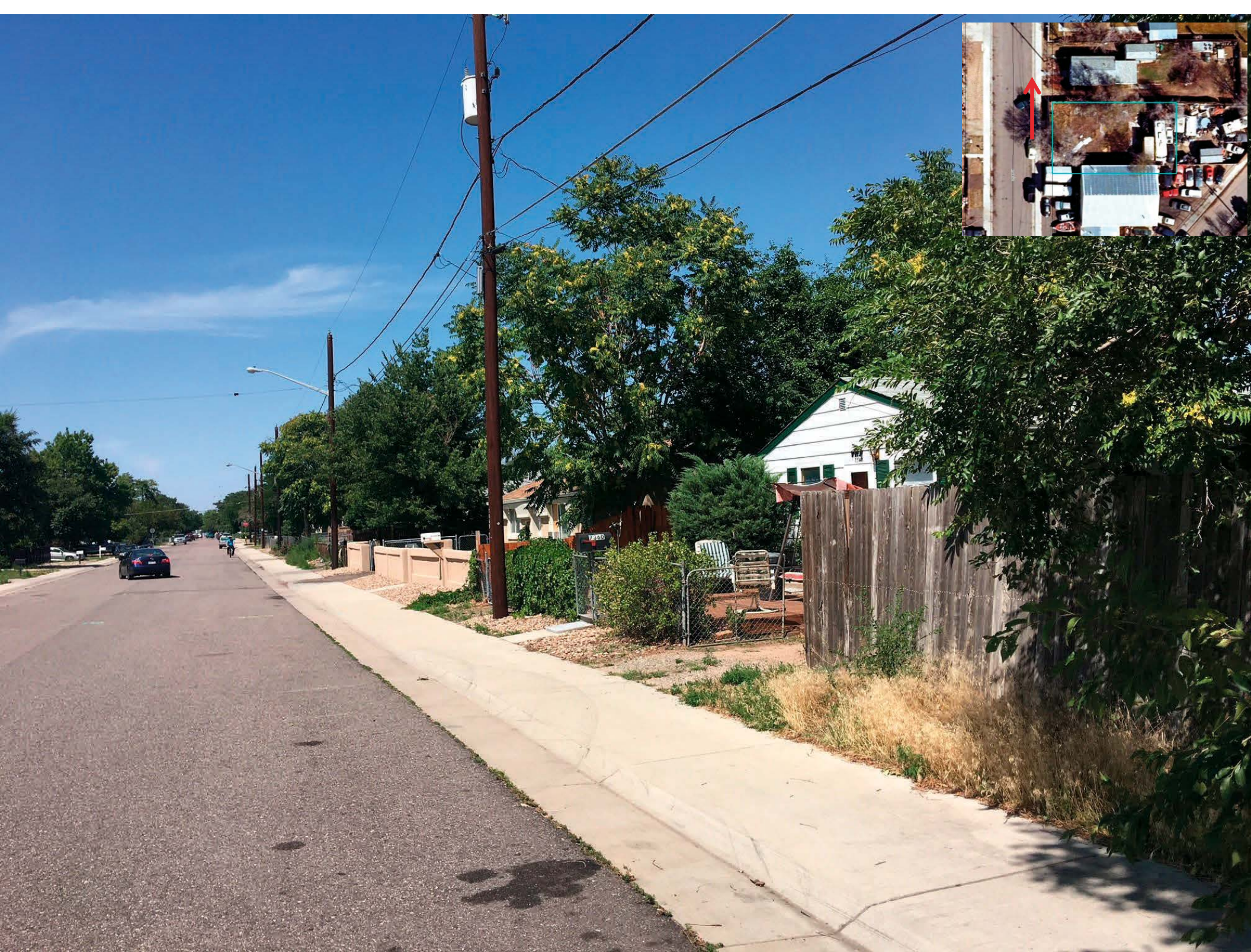
ADJACENT BUILDING
7298 LEYDEN STREET
VISCIOUS AUTOMOTIVE

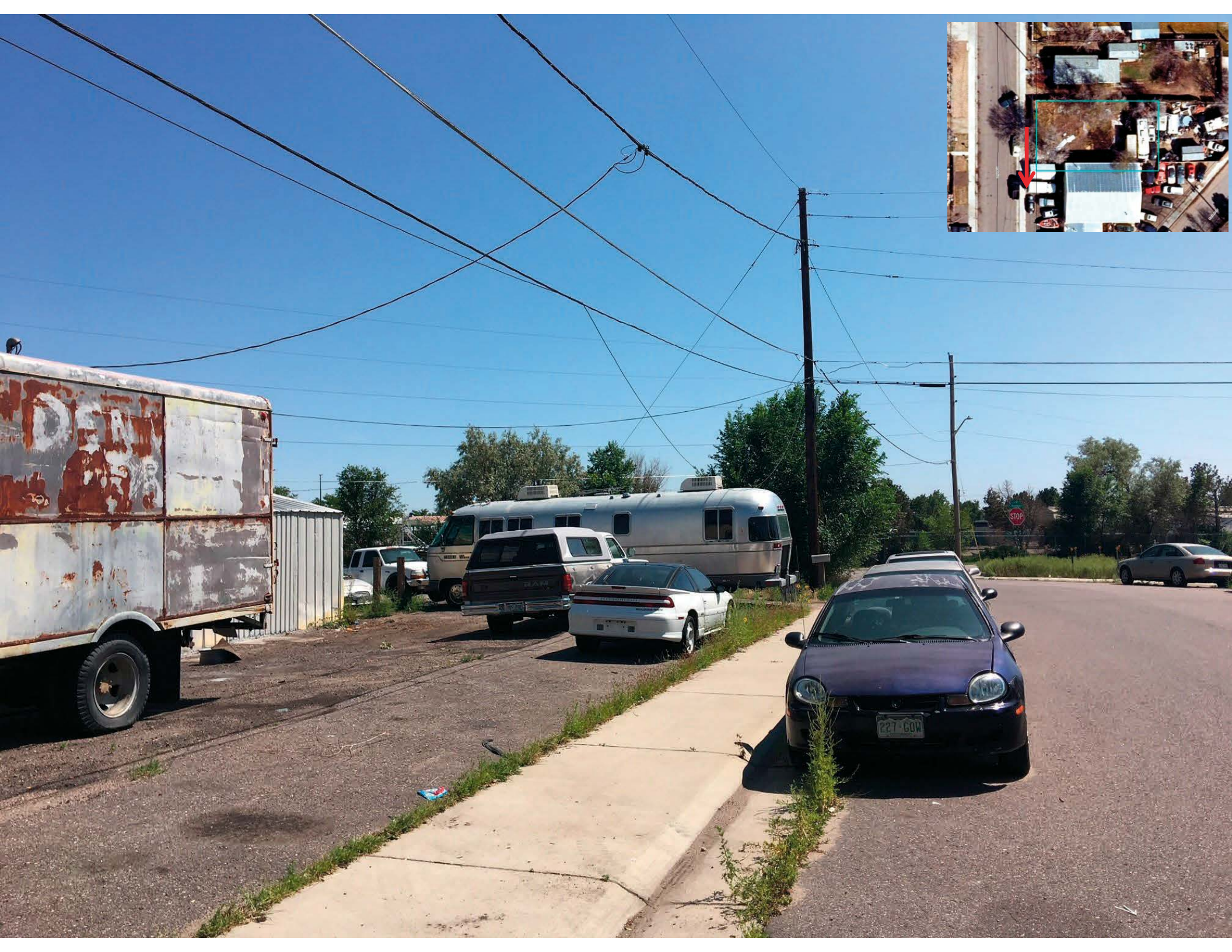
Permitted Uses: I-1 Zone District

- Landscape Storage Yard
- Auto Towing and Storage
- Auto Repair
- Welding Repair
- Glass Manufacturing











New & Used
Tires



Referral Period

Notices sent*	# of Comments Received
274	1

* Property owners within 1,000 feet were notified

No Objection: CDOT
Commerce City
Tri-County Health
Xcel

Staff Analysis

- Consistent with regulations
- Comply with performance standards
- Harmonious & compatible
- Addressed all off-site impacts

Planning Commission Update

August 23, 2018

No members of the public to testify.

- Pest/rodent control
- Preservation of existing landscaping

Approval of conditional use permit with 8 Findings-of-Fact, 9 Conditions, and 1 Note

Recommendation

RCU2017-00006 – 7300 Leyden Storage

Approval of conditional use permit with 8 Findings-of-Fact, 9 Conditions, and 1 Note

Recommended Conditions

1. The conditional use permit shall expire on September 11, 2023.
2. An access permit shall be obtained from Commerce City for the proposed driveway.
3. Prior to using the property for outdoor storage, the applicant shall obtain a fence permit and construct the fence as required by this conditional use permit.
4. The fence shall be opaque, eight feet in height, and constructed of wood.
5. All outdoor storage on the property shall be limited to three operational vehicles and two trailers. No other outdoor materials shall be allowed on the site.
6. The outdoor storage shall consist of non-hazardous materials as determined by the Colorado Department of Public Health and Environment.
7. Operation of the use shall be strictly adhered to as depicted on the site plan. Any changes shall require an amendment to the conditional use permit.
8. All landscaping on the site shall conform to the landscape plan approved with the conditional use permit, and all existing, healthy trees shall not be removed from the property. Maintenance of the required landscaping shall conform to County's landscape requirements outlined in the Development Standards and Regulations.
9. Prior to commencing operations on the property, the applicant shall submit a pest control plan to the Tri-County Health Department.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2017-00015

CASE NAME: CROWN CASTLE II

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- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

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- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan
- 3.3 Applicant's Coverage Map

EXHIBIT 4- Referral Comments

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- 4.2 Referral Comments (Brighton Fire)
- 4.3 Referral Comments (CDOT)
- 4.4 Referral Comments (CDPHE)
- 4.5 Referral Comments (School District 27J)
- 4.6 Referral Comments (TCHD)
- 4.7 Referral Comments (United Power)
- 4.8 Referral Comments (Xcel)

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None

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- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Public Notices
- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

September 11, 2018

CASE No.: **RCU2017-00015**

CASE NAME: **Crown Castle II**

Owner's Name:	209 Kuner, LLC
Applicant's Name:	Crown Castle
Applicant's Address:	200 Spectrum Center Dr., Irvine, CA 92618
Location of Request:	209 N. Kuner Road
Nature of Request:	A renewal of a conditional use permit to allow a commercial telecommunications tower on the property
Zone Districts:	Industrial-2 (I-2)
Comprehensive Plan:	Mixed-Use Employment
Site Size:	1,500 sq. ft. portion of a 1.19 ac. site
Proposed Uses:	Telecommunication Tower
Existing Use:	Telecommunication Tower
Hearing Date(s):	PC: August 23, 2018 / 6:00 p.m.
	BOCC: September 11, 2018 /9:30 a.m.
Report Date:	August 2, 2018
Case Manager:	Greg Barnes
PC Recommendation:	APPROVAL with 8 Findings-of-Fact and 5 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On May 5, 1997, the Board of County Commissioners approved a conditional use permit to allow a 90 foot tall commercial telecommunications tower on the property for five years.

On May 1, 2002, the BoCC approved a renewal of the conditional use permit for five years. On

August 8, 2007, the BoCC renewed the conditional use permit again for ten years, expiring on August 8, 2017.

On July 19, 2018, the Board of Adjustment approved a variance to allow the tower to be located closer than 500 feet from an occupied dwelling.

SUMMARY OF APPLICATION

Background

Crown Castle, the applicant, is requesting a renewal of the conditional use permit (CUP) to allow an existing telecommunications tower to remain on the property for another ten years. The tower is located approximately 150 feet north of Brighton Street and 130 feet west of Kuner Road. Elevation plans submitted with the application shows the height of the tower to be 93 feet (see Exhibit 3.2). The applicant is proposing to install an eight-foot high PVC fence along the perimeter of the lease area of the telecommunication tower

Site Characteristics:

Other than the telecommunication tower, there is no current active use on the property. The property is adjacent to Kuner Road to the east and Brighton Street to the south. U.S. Highway 85 is to the east, and runs parallel to Kuner Road.

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 a commercial telecommunications tower in the I-2 zone district. Section 4-09-02-07 of the County's Development Standards and Regulations outlines design and performance standards for telecommunication facilities. These standards include maximum allowed height, landscaping, screening, setbacks from property lines, separation from other freestanding facilities, and setbacks from residential dwellings.

The elevation plans, provided with the application, show the tower is 93 feet in height. Per Section 3-24-07-04 of the County's Development Standards, the maximum height allowed in the I-2 zone district for structures is 75 feet. However, per Section 4-09-02-07(3a) of the County's Development Standards and Regulations, the BoCC, through the conditional use permit approval, may grant exception to allow the height of the telecommunication tower to exceed the allowed height of 75 feet in the I-2 zoned district.

Setback requirements for proposed telecommunications towers are outlined in Section 4-09-02-07(3) of the County's Development Standards and Regulations. Per these standards, freestanding telecommunication towers shall not be located closer than the height of the tower from any property line, unless a waiver is obtained from the BoCC. The existing tower is located 71 feet from the western property line. As part of the conditional use permit, the applicant is requesting the BoCC to waive the minimum setback requirements to allow the tower to be located approximately 71 from the property to the west.

Landscaping may be required to screen the telecommunication tower and associated equipment. There is a tree located south of the telecommunication tower that serves as a buffer between the tower and Brighton Street to the south. The tower is also located at the rear of an existing warehouse structure and screened from Kuner Road to the east and Brighton Street to the south. The site plan submitted with the application shows all equipment associated with the telecommunication tower will be enclosed within an eight (8) foot tall PVC fence. The fence will be forest green in color and blend with the surrounding area. The landscaping, fencing, and the location of the tower provides adequate screening that conforms to the intent of the County's landscaping requirements.

Section 4-09-02-07(3d) of the County's Development Standards and Regulations requires new telecommunication towers to be located no closer than one-thousand (1,000) feet from the nearest telecommunications tower. From the information submitted with the application, the tower conforms to the County's spacing requirement, as the nearest tower is approximately located 3,500 feet away. In addition, the applicant has provided coverage maps of the area to demonstrate the need for the existing tower to remain.

As a requirement of the County's Development Standards, a bond is required to ensure removal of the tower if it is abandoned or no longer in need. The applicant submitted a bond in the amount of \$30,000 to ensure removal of the tower, if the owner fails to remove it after expiration of the conditional use permit, or if the permit is not renewed.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Mixed-Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, Mixed-Use Employment designated areas are intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. The Mixed-Use Employment areas are in locations that will have excellent transportation access and visibility, but are not suitable for residential uses. A primary objective of the Mixed-Use Employment future land use designation is to accommodate a range of employment uses with a mix of supporting uses to serve employment needs; as well as increase employment and contribute to the County's tax base.

The request to renew a conditional use permit for a telecommunications tower on the property is consistent with the County's Comprehensive Plan, as the tower provides telecommunication network coverage to surrounding residents and support future development of the area.

Surrounding Zoning Designations and Existing Use Activity:

<u>Northwest</u> I-2 Vacant	<u>North</u> I-2 Warehouse	<u>Northeast</u> Brighton US-Hwy 85
<u>West</u> I-2 Residential & Industrial	<u>Subject Property</u> I-2 Telecommunications Tower	<u>East</u> Brighton US Hwy 85
<u>Southwest</u> Brighton Industrial	<u>South</u> Brighton Industrial	<u>Southeast</u> Brighton US Hwy 85

Compatibility with the Surrounding Land Uses:

A majority of the surrounding area to the site are designated in the Industrial zoned district and developed for such industrial uses. There is only one residential dwelling within 500 feet of the tower. This dwelling is located to the west of the site. The single-family dwelling is developed on the same lot with an industrial business. Allowing a renewal of the conditional use permit for a telecommunication tower will not be out of character with the surrounding area or uses.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on August 23, 2018, and voted (6-0) to recommend approval of the request. The applicant's representative spoke at the meeting and had no concerns with the staff report or presentation. The PC recommended staff and the applicant to consider providing additional landscaping on the northeastern portion of the property. The applicant had no objection to the PC recommendation, but requested to consult the property owner to allow for the additional landscaping on the site. 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 outlined in Section 2-02-08-06 of the County's Development Standards, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 5 conditions.

Findings-of-fact for Approval:

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:

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The conditional use permit shall expire on August 23, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 93 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. The proposed eight foot tall PVC fence shown on the site plan will be forest green in color. If at any time the fence should fall into disrepair, the fence must be replaced within sixty (60) days of receiving notice.

PUBLIC COMMENTS

Notices Mailed	Number of Responses
72	0

Staff sent notices to property owners and residents within 750 feet of the subject request. As of writing this report, staff has received no comments from the public.

COUNTY AGENCY COMMENTS

County staff reviewed the request and determined that the existing chain-link fence on the property does not provide adequate screening of equipments at the base of the tower; and therefore, is requesting an eight foot PVC screen fence to provide adequate screening.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Brighton Fire

CDOT

CDPHE

School District 27J

Tri-County Health Department

United Power

Xcel Energy



Legend

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

Crown Castle II
RCU2017-00015

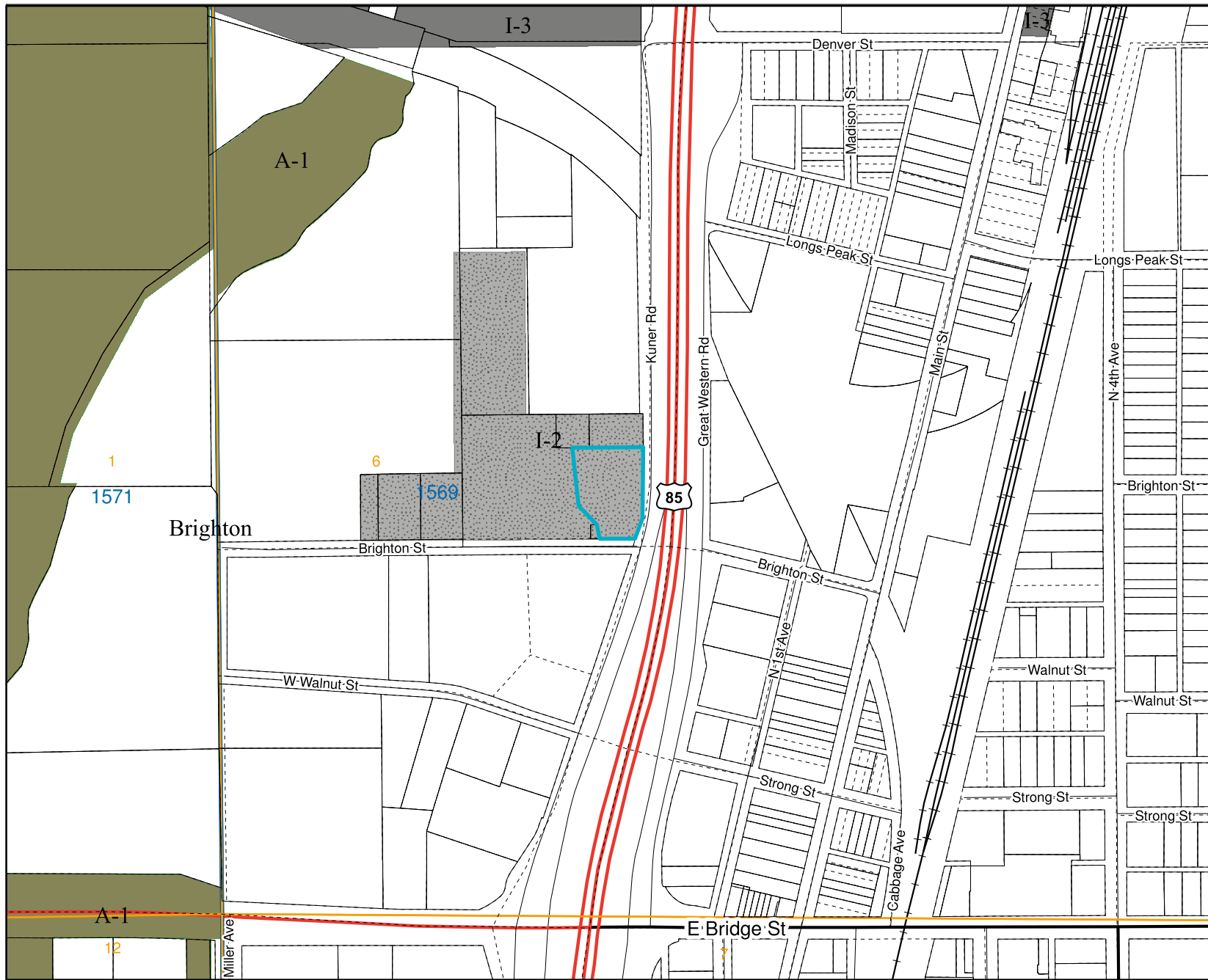


For display purposes only.



ADAMS COUNTY
COLORADO

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



- Legend**
- Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)

Crown Castle II
RCU2017-00015

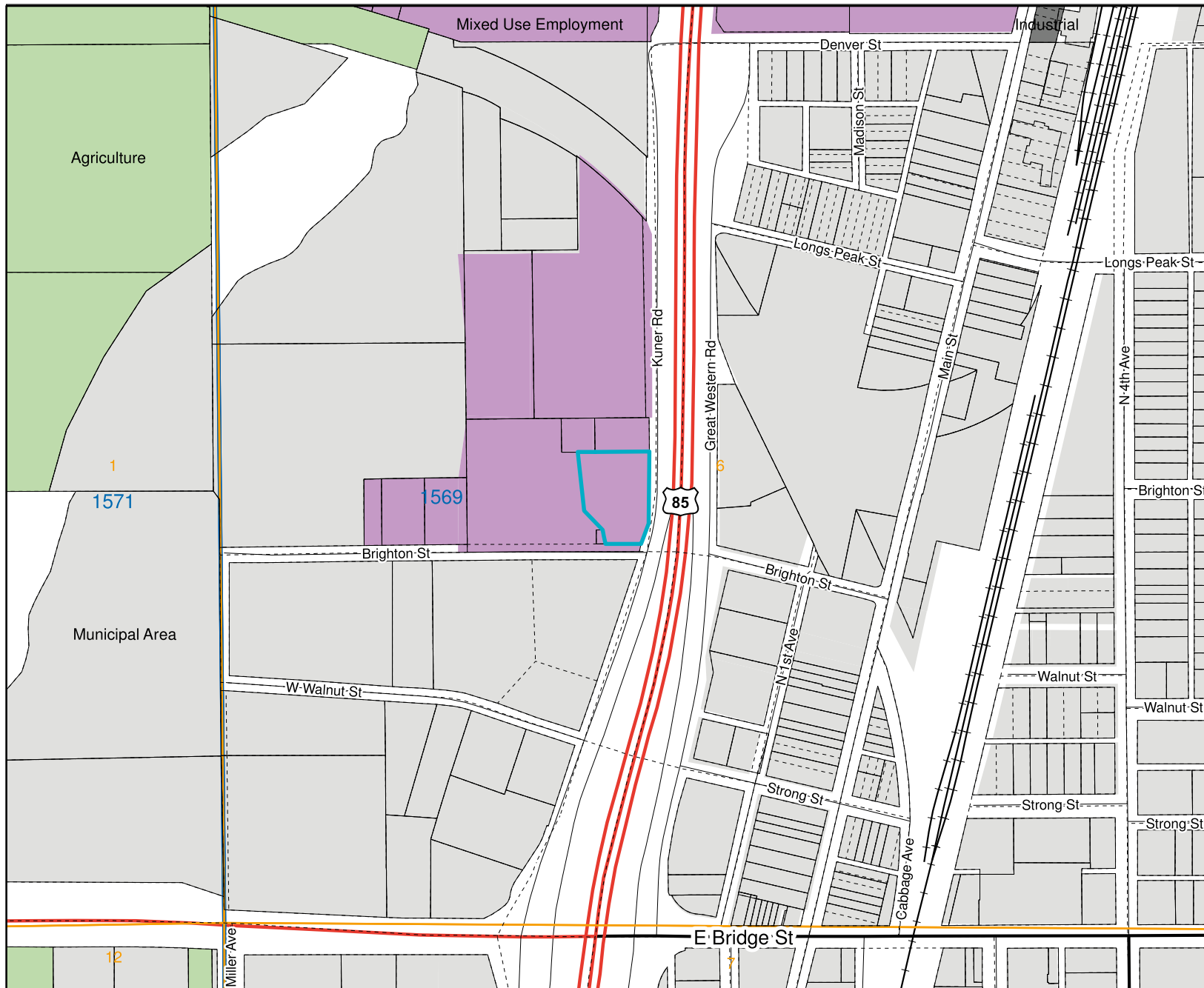


For display purposes only.



ADAMS COUNTY
COLORADO

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



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Crown Castle II
RCU2017-00015

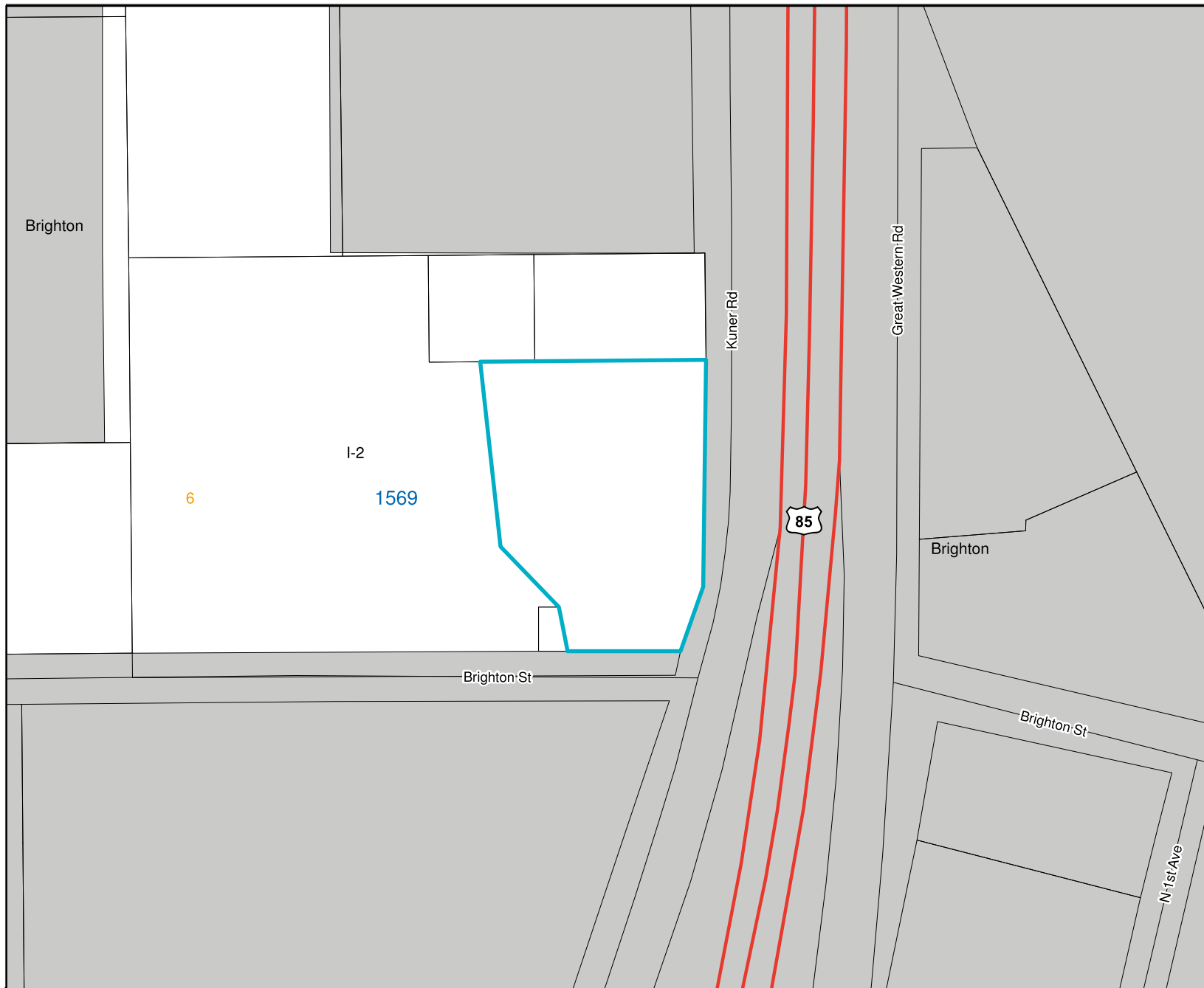


For display purposes only.



ADAMS COUNTY
 COLORADO

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LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay



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Crown Castle II
RCU2017-00015



For display purposes only.

Marken Telecommunication Services, LLC

PROJECT EXPLANATION

To: Adams County Community Development Department

From: Mark McGarey, Marken Telecom Services on behalf of Crown Castle

Date: April 2017

Re: Conditional Use Permit Extension Request, 209 N. Kuner Road, BUN 877025

Site Location: 209 Kuner Road, APN: 0156906300008

Facility Owner: Crown Castle
222 E. Carrillo Street, #107
Santa Barbara CA 93101
Attn: Jon Dohm

Applicant: Marken Telecom Services
3308 Birch Road
Frederick, CO 80504
303-485-0912

Property Owner: 209 Kuner LLC
209 Kuner Road
Brighton, CO 80601

Case History: Original Approval - Case #234-96-C.
Extension of use permit under RCU2007-00021.
Permit Expires August 2017.

Request:

Crown Castle respectfully requests an extension to the original use permit to allow the site to continue to operate at this location. There are no proposed changes or alterations to the facility and Crown anticipates the need for this facility for many years to come. With this application, Crown desires to keep the facility permitted and operational for at least an additional 10 years.

Site Details:

The facility is located in the I-2 Industrial zone at 209 Kuner Road and includes a 90' monopole containing three antenna arrays for Sprint, AT&T and T-Mobile and a microwave dish. The pole is located in the rear of the subject parcel inside a 42' x 32' fenced compound. In addition to the pole, the lease area contains two radio equipment pads with outdoor equipment and a 12' x 20' equipment building. The site is secured behind a 6' wood fence. Surrounding lands are similarly zoned I-2 and the county island is surrounded by City of Brighton land.

Crown and their carrier tenants, have no intention of decommissioning this facility in the near-term and would request the longest time extension allowable with this CUP. Crown is unaware of any negative input regarding the facility. The site provides cellular coverage for cell phone users in the vicinity of the facility, including E911 service. The pole can accommodate additional uses and Crown is actively marketing this facility for future tenant's use.

Review Criteria:

Marken Telecommunication Services, LLC

1. The site is in the I-2 industrial zoning district. This facility is an appropriate use in this district as evidenced by the original CUP approval and no negative feedback since the site has been in place.
2. The industrial zoning regs allow for telecom use with the CUP. The original CUP approval approved the 90' height. This height is still required for optimal coverage by the carrier tenants. A reduction in the height of the tower will result in coverage gaps requiring additional facilities to be located elsewhere.
3. All applicable performance standards will be met. Crown Castle strives to maintain all their facilities in good maintenance and will meet all current applicable local, state and federal permits and regulations. The site remains collocatable and Crown anticipates the continued need for this facility for many years.
4. The neighborhood surrounding the facility is industrial and rural in nature and this facility poses no adverse impacts on surrounding owners, creates little traffic, no noise, vibration, lighting or dust of any kind. No additional landscape screening is proposed since the site has been in place for years and is surrounded by heavy industrial uses.
5. There are no off-site impacts that need to be addressed in allowing the continuing operation of this facility. There are no changes to the site being requested. There is no intensification of the use.
6. There are no physical space constraints nor environmental impacts of any kind being created through the extension of this use permit. Visual impacts of the facility have become an accepted use on this property and there have been no recorded objections to the facility.
7. No changes are being requested to the layout of the facility nor are any needed.
8. The existing infrastructure is adequate to support this site now and in the future. Water and sewer are not required by the unmanned facility. Power is proved by the property owner to Crown under the terms of the lease.

Please contact me at 303-485-0912 or via email at marken.co@comcast.net if you have any questions and/or need additional information.

CASE #: TBD

ENGINEERING LICENSE: _____

[illegible]

APN: 0156906300010

APN: 0156906300009

APN: 0156906300008

APN: 0156906300024

SCHEDULE B EXCEPTIONS

ITEMS 1-10 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES, AND/OR BLANKET IN NATURE OR DO NOT AFFECT SUBJECT SITE. THE SURVEYOR CANNOT GUARANTEE THAT NON-PLOTTABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

SURVEYOR NOTES

- ALL INFORMATION IS BASED UPON A OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY OLD REPUBLIC SPECIALIZED COMMERCIAL SERVICES, ORDER NO.: 01-17051452-015 EFFECTIVE DATE: 07/11/2017.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT META DATA

- ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)* ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
- BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *COLORADO STATE PLANE COORDINATE ZONE NORTH*, DETERMINED BY GPS OBSERVATIONS.
- FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 07/27/2017.

FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 08001C0237H DATED 03/05/2007.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

LESSOR'S LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO:

A PARCEL OF LAND IN THE W1/2 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID W1/2 AND SW1/4; THENCE NORTH ALONG THE EAST LINE OF SAID W1/2 AND SW1/4 A DISTANCE OF 1165.0 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID W1/2 SW1/4 A DISTANCE OF 193.0 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID W1/2 SW1/4 A DISTANCE OF 31.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH AND PARALLEL TO SAID EAST LINE A DISTANCE OF 239.0 FEET TO A POINT ON THE SOUTH LINE OF THE REINHARDT TRACT; THENCE N89°24'W ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF CITY OF BRIGHTON WELL SITE A DISTANCE OF 72.0 FEET; THENCE S5°33'21"E A DISTANCE OF 132.34 FEET; THENCE S28°48'E A DISTANCE OF 122.85 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. CONTAINS 0.271 ACRES MORE OR LESS.

THAT PART OF THE W1/2 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SW1/4 SW1/4 OF SAID SECTION 6, 1165 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SW1/4 SW1/4 OF SAID SECTION 6; THENCE WEST 45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 270 FEET; THENCE WEST 148 FEET; THENCE SOUTH 270 FEET; THENCE EAST 148 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

LESSEE ACCESS EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF A PARCEL OF LAND IN THE W1/2 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, LYING 6.00 FEET ON EACH SIDE OF THE FOLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID W1/2 AND SW1/4; THENCE NORTH 00°47'27" WEST ALONG THE THE EAST LINE OF SAID WEST 1/2, 1165.00 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°12'33" WEST, 45.00 FEET; THENCE SOUTH 89°12'33" WEST, 31.99 FEET TO THE POINT OF BEGINNING.

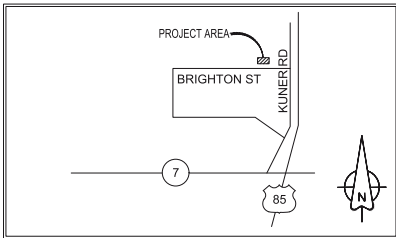
THENCE NORTH 66°59'33" WEST, 95.96 FEET; THENCE NORTH 45°37'55" WEST, 29.20 FEET; THENCE NORTH 09°46'45" WEST, 60.44 FEET; THENCE SOUTH 87°37'14" EAST, 58.76 FEET TO THE POINT OF TERMINUS.

LESSEE LEASE AREA LEGAL DESCRIPTION

A PORTION OF A PARCEL OF LAND IN THE W1/2 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID W1/2 AND SW1/4; THENCE NORTH 00°47'27" WEST ALONG THE THE EAST LINE OF SAID WEST 1/2, 1165.00 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°12'33" WEST, 45.00 FEET; THENCE SOUTH 89°12'33" WEST, 31.99 FEET; THENCE NORTH 66°59'33" WEST, 95.96 FEET; THENCE NORTH 45°37'55" WEST, 29.20 FEET; THENCE NORTH 09°46'45" WEST, 60.44 FEET; THENCE SOUTH 87°37'14" EAST, 58.76 FEET; THENCE NORTH 02°22'46" EAST, 6.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 87°37'14" WEST, 43.06 FEET; THENCE NORTH 01°51'26" EAST, 35.02 FEET; THENCE SOUTH 86°46'57" EAST, 43.48 FEET; THENCE SOUTH 02°31'45" WEST, 34.38 FEET TO THE POINT OF BEGINNING.

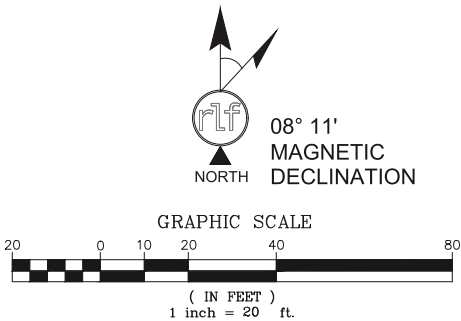


VICINITY MAP
N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	1165.00	N0° 47' 27"W
L2	45.00	S89° 12' 33"W
L3	31.99	S89° 12' 33"W
L4	95.96	N66° 59' 33"W
L5	29.20	N45° 37' 55"W
L6	60.44	N9° 46' 45"W
L7	58.76	S87° 37' 14"E
L8	6.00	N2° 22' 46"E
L9	43.06	N87° 37' 14"W
L10	35.02	N1° 51' 26"E
L11	43.48	S86° 46' 57"E
L12	34.38	S2° 31' 45"W

LEGEND

- BRASS CAP FLUSH
- AIR CONDITIONING UNIT
- ELECTRIC METER
- ELECTRIC SWITCH
- ELECTRIC CABINET
- FIBER VAULT
- TELEPHONE PULL BOX
- TELEPHONE PEDESTAL
- POWER POLE
- DOWN GUY
- GAS VALVE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- DECIDUOUS TREE
- SPOT ELEVATION
- SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- CHAIN LINK FENCE
- WOOD OR IRON FENCE
- OVERHEAD ELECTRIC LINE
- U/G ELECTRIC LINE
- UNDERGROUND TV LINE
- U/G GAS LINE
- ASSESSORS PARCEL NUMBER
- BUILDING
- CABINET
- CHAIN LINK FENCE
- CONCRETE SURFACE
- DRIVEWAY
- NATURAL GRADE
- ASPHALT
- RIGHT OF WAY
- TOP OF CURB
- WOOD FENCE



CROWN CASTLE
2055 S. STEARMAN DRIVE
CHANDLER, AZ 85286
OFFICE: (602) 845-1722

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7301 Federal Blvd, Suite 301
Westminster, CO 80030
Office # (303) 219-1178
Fax # (303) 242-8636
JOB NUMBER 382-000

FIELD BY:	PAC
DRAWN BY:	CRS
CHECKED BY:	ABM

REVISIONS

NO.	DATE	DESCRIPTION
2	09/12/17	FINAL
1	08/04/17	PRELIMINARY



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PROJECT NO.
17005005

SITE NAME:
CUP 877025

SITE ADDRESS:
209 KUNER ROAD
BRIGHTON, CO

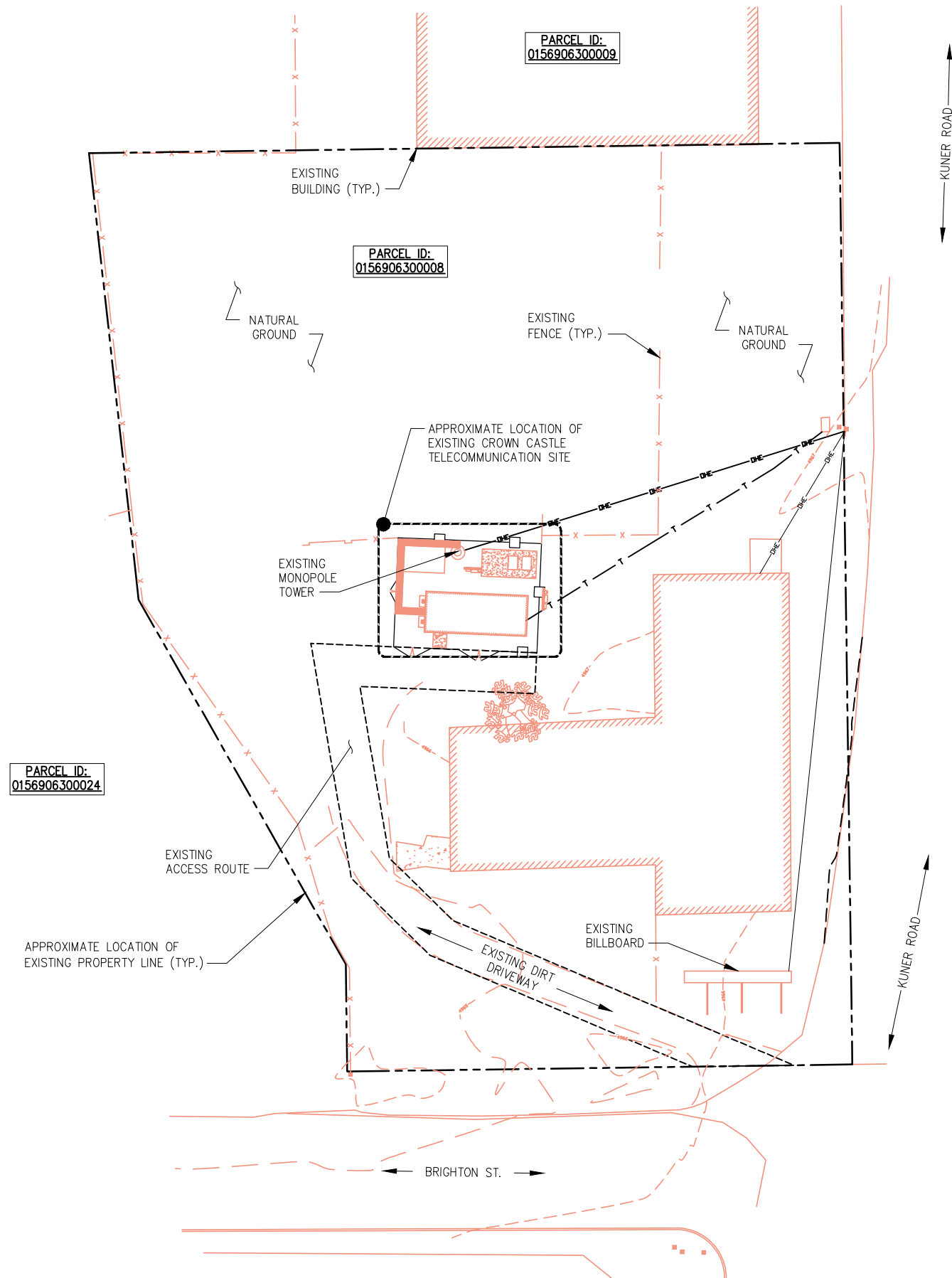
SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.

LS-1

REVISION:

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INFORMATION AND IS NOT THE
RESULT OF A FIELD SURVEY.



OVERALL SITE PLAN

SCALE: AS NOTED

1

PLANS PREPARED FOR: —



2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:

INFINIGY8

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Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636

JOB NUMBER: 425-000

ENGINEERING LICENSE: -

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DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING	12/08/17	CKE	C
REVISED/ISSUED FOR ZONING	11/17/17	CKE	B
ISSUED FOR ZONING	10/12/17	SF	A

SITE NAME:

KUNER

BUSINESS UNIT #: —

877025

SITE ADDRESS: —

209 KUNER ROAD
BRIGHTON, CO 80601

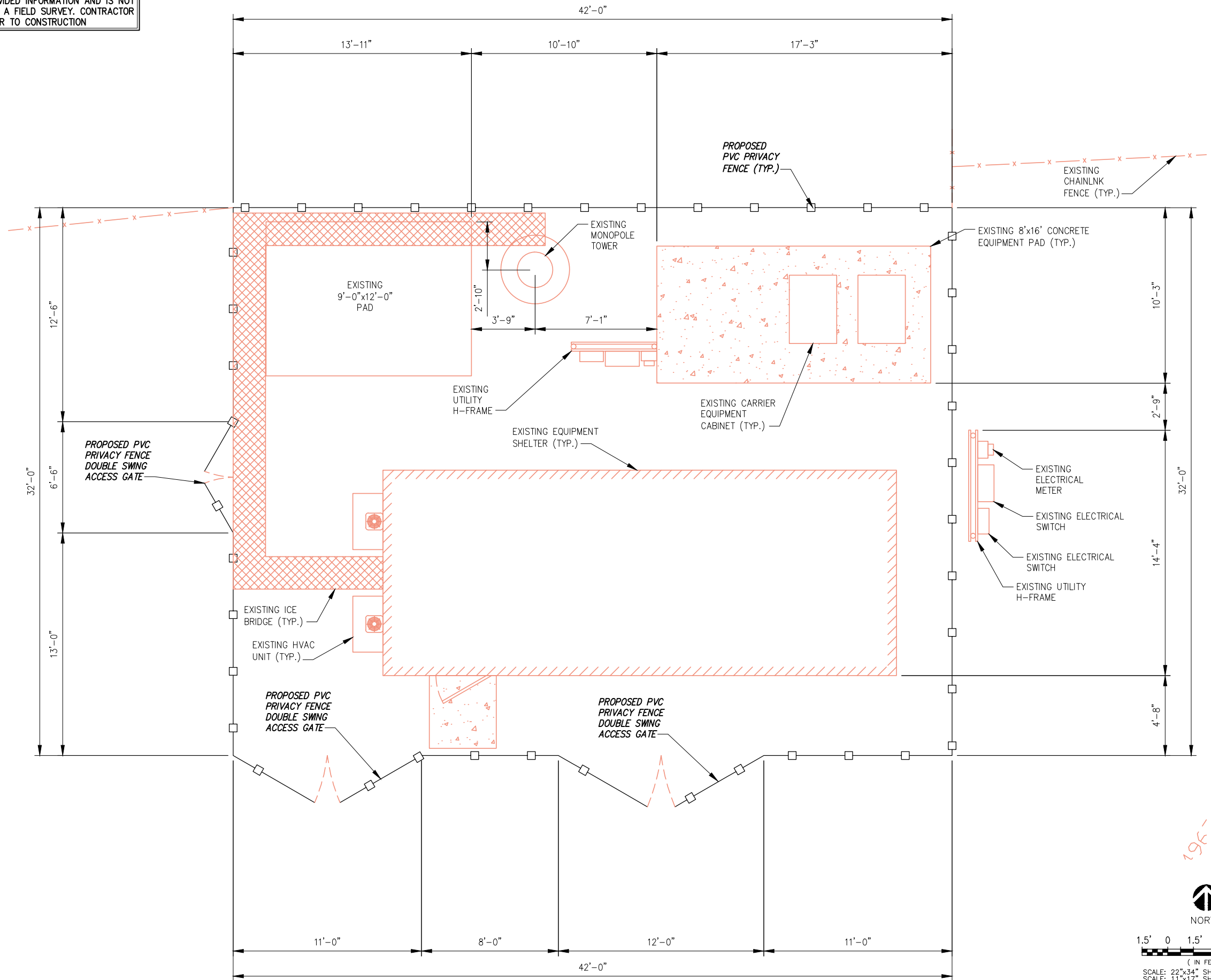
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OVERALL SITE PLAN

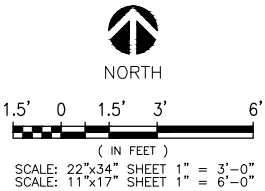
SHEET NUMBER: —

Z-1

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ENLARGED SITE PLAN



SCALE: AS NOTED

1

PLANS PREPARED FOR:



2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



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REVISED /ISSUED FOR ZONING	11/17/17	CKE	B
ISSUED FOR ZONING	10/12/17	SF	A

SITE NAME:

KUNER

BUSINESS UNIT #:

877025

SITE ADDRESS:

209 KUNER ROAD
BRIGHTON, CO 80601

SHEET DESCRIPTION:

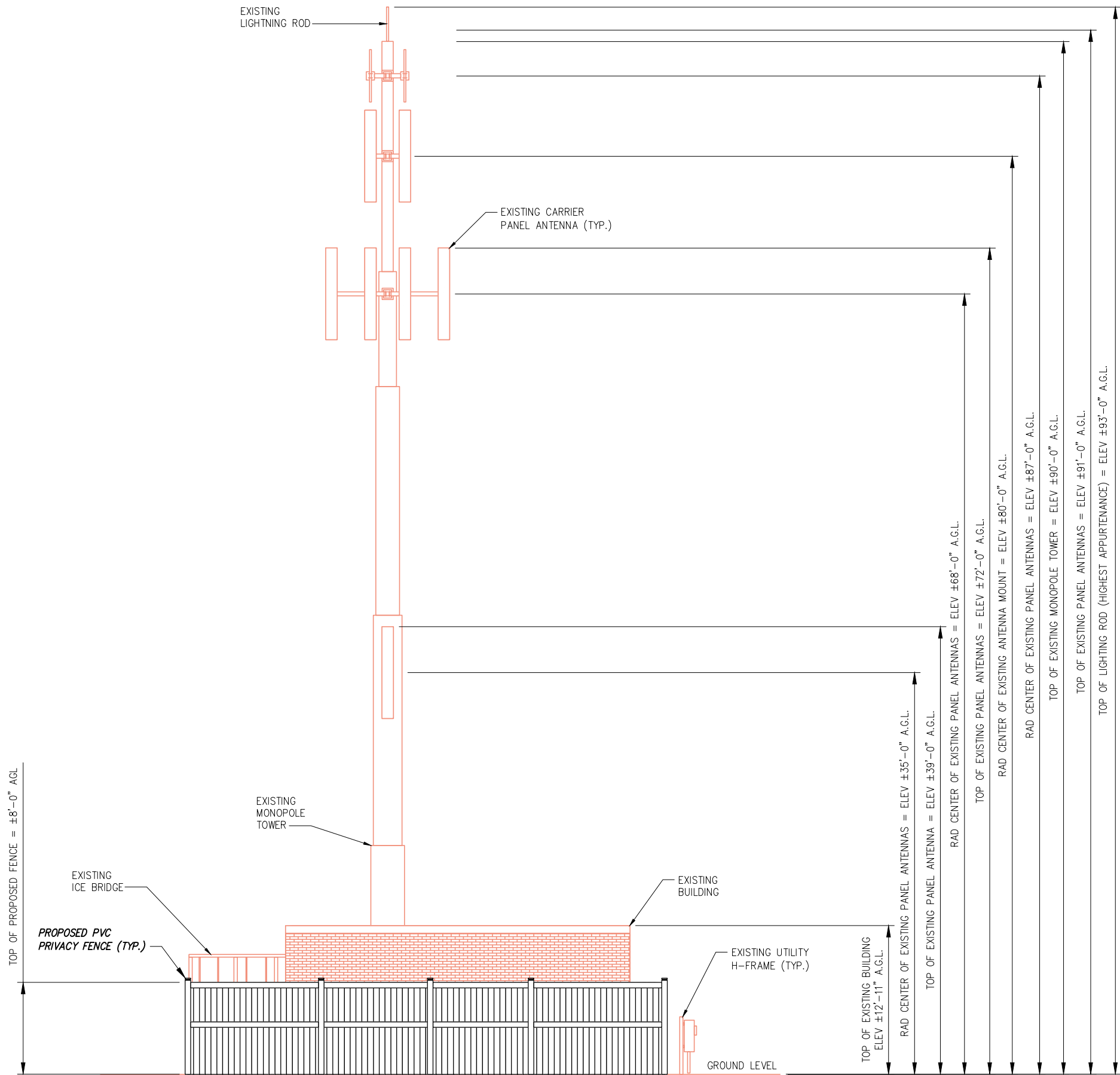
ENLARGED
SITE PLAN

SHEET NUMBER:

Z-2

INFINIGY ENGINEERING HAS NOT EVALUATED THE TOWER OR MOUNT FOR THIS SITE, AND ASSUMES NO RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. REFER TO STRUCTURAL ANALYSIS BY OTHERS PRIOR TO ANY CONSTRUCTION.

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EXISTING TOWER ELEVATION (SOUTH FACE)

NO SCALE

1

PLANS PREPARED FOR:



2055 S. Stearman Drive
Chandler, AZ 85286

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Fax # (303) 242-8636

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REVISIONS:

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REVISED /ISSUED FOR ZONING	11/17/17	CKE	B
ISSUED FOR ZONING	10/12/17	SF	A

SITE NAME:

KUNER

BUSINESS UNIT #:

877025

SITE ADDRESS:

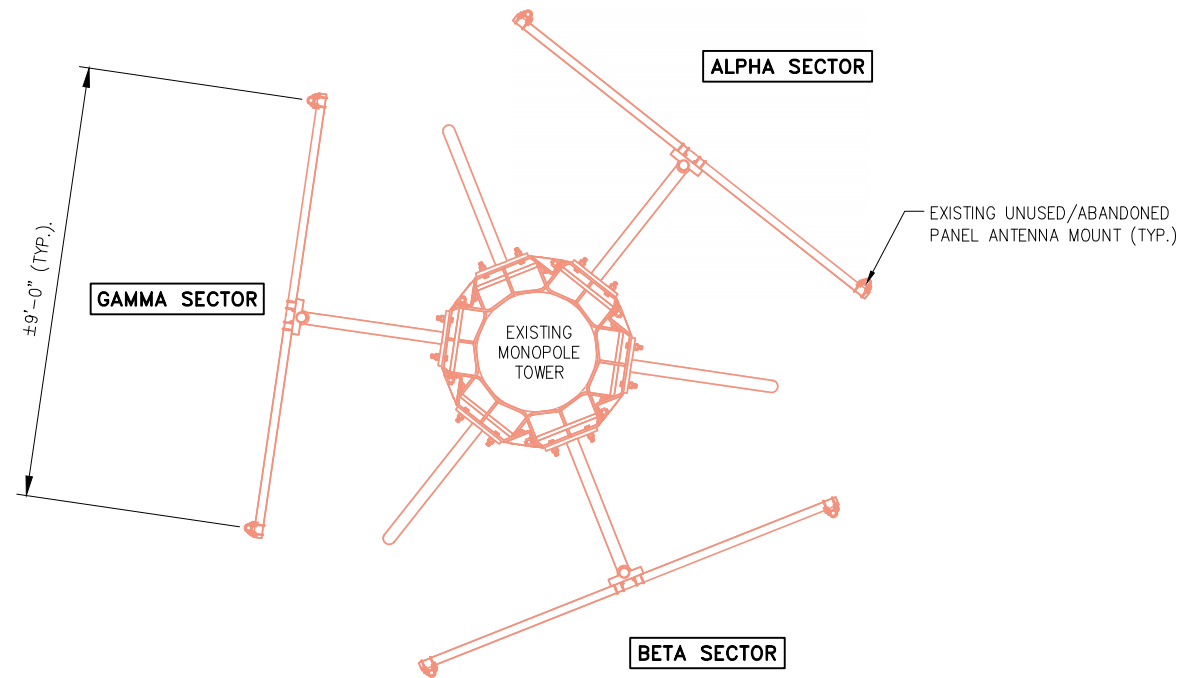
209 KUNER ROAD
BRIGHTON, CO 80601

SHEET DESCRIPTION:

TOWER ELEVATION
(SOUTH FACE)

SHEET NUMBER:

Z-3

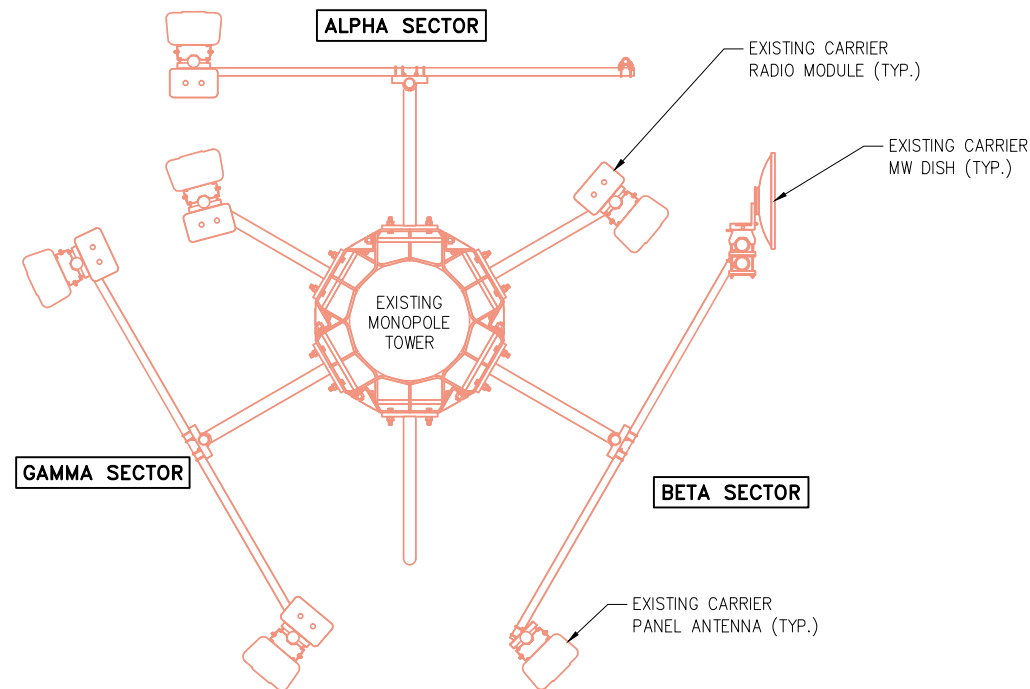


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INFORMATION. CONTRACTOR TO
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EXISTING ANTENNA LAYOUT

NO SCALE 1




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VERIFY PRIOR TO CONSTRUCTION



EXISTING ANTENNA LAYOUT

NO SCALE 2


PLANS PREPARED FOR:



**CROWN
CASTLE**

2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



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REVISIONS:				
DESCRIPTION	DATE	BY	REV	
REVISED /ISSUED FOR ZONING	12/08/17	CKE	C	
REVISED /ISSUED FOR ZONING	11/17/17	CKE	B	
ISSUED FOR ZONING	10/12/17	SF	A	

SITE NAME:

KUNER

BUSINESS UNIT #:

877025

SITE ADDRESS:

209 KUNER ROAD
BRIGHTON, CO 80601

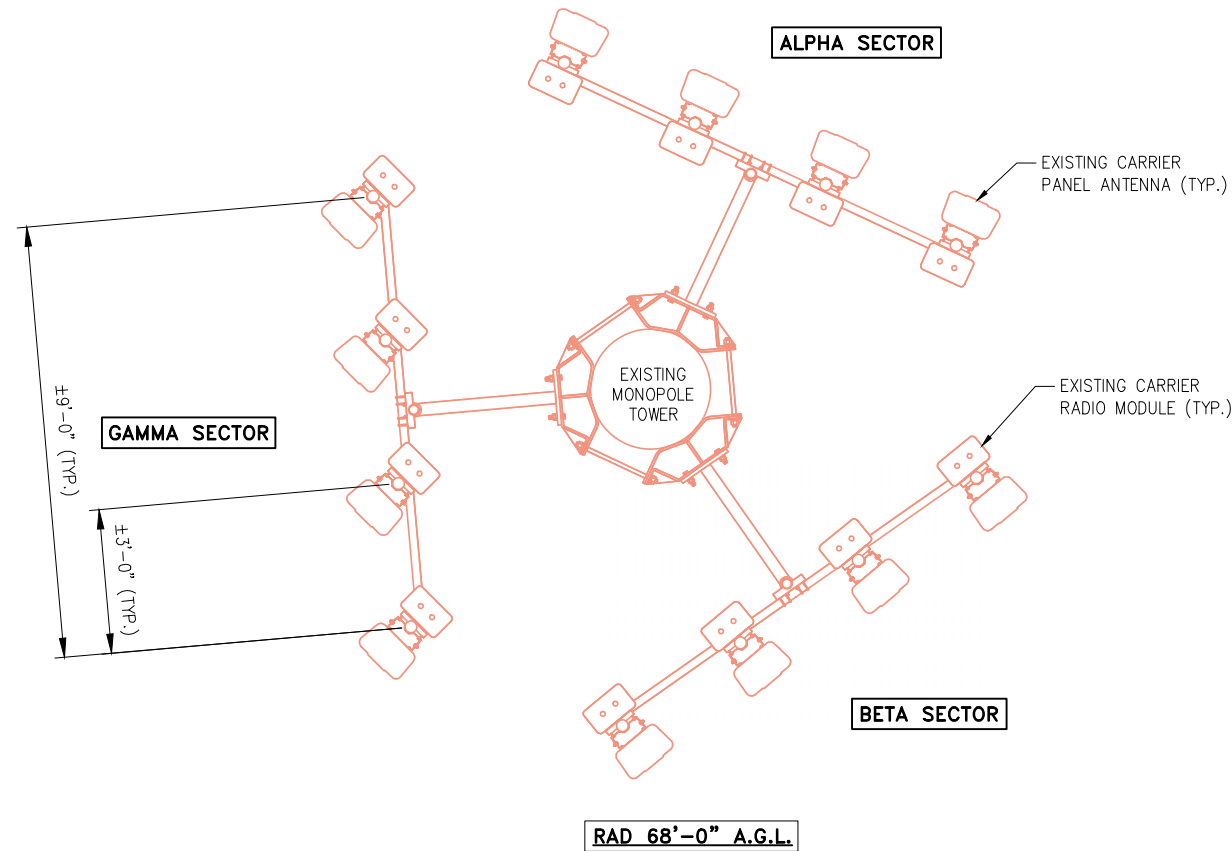
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ANTENNA LAYOUTS

SHEET NUMBER:

Z-4

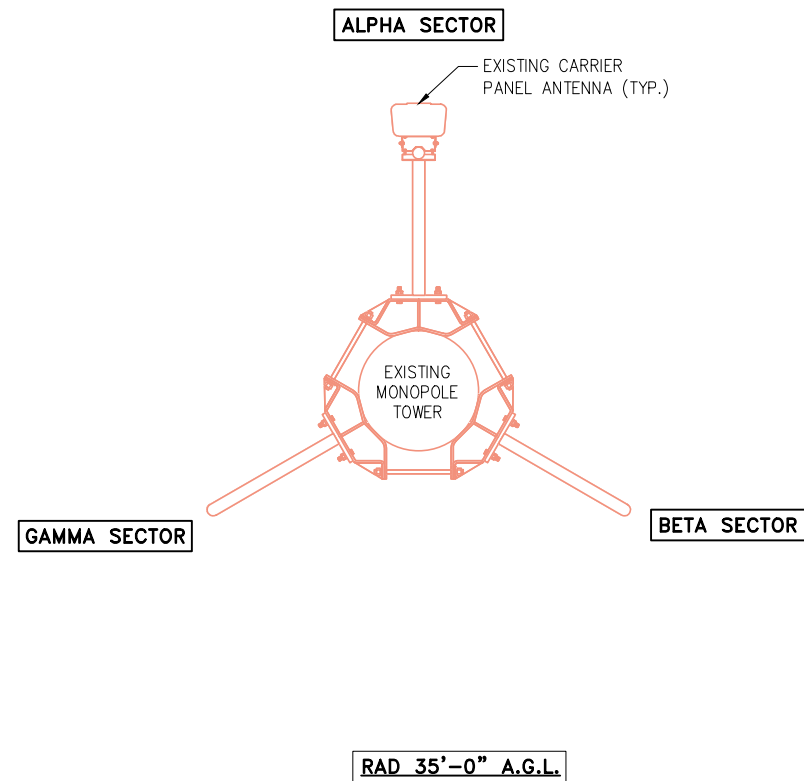
INFORMATION CONTAINED WITHIN
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VERIFY PRIOR TO CONSTRUCTION



EXISTING ANTENNA LAYOUT

NO SCALE 1


INFORMATION CONTAINED WITHIN
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INFORMATION. CONTRACTOR TO
VERIFY PRIOR TO CONSTRUCTION



EXISTING ANTENNA LAYOUT

NO SCALE 2


PLANS PREPARED FOR:



**CROWN
CASTLE**

2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



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JOB NUMBER: 425-000

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REVISIONS:				
DESCRIPTION	DATE	BY	REV	
REVISED /ISSUED FOR ZONING	12/08/17	CKE	C	
REVISED /ISSUED FOR ZONING	11/17/17	CKE	B	
ISSUED FOR ZONING	10/12/17	SF	A	

SITE NAME:

KUNER

BUSINESS UNIT #:

877025

SITE ADDRESS:

209 KUNER ROAD
BRIGHTON, CO 80601

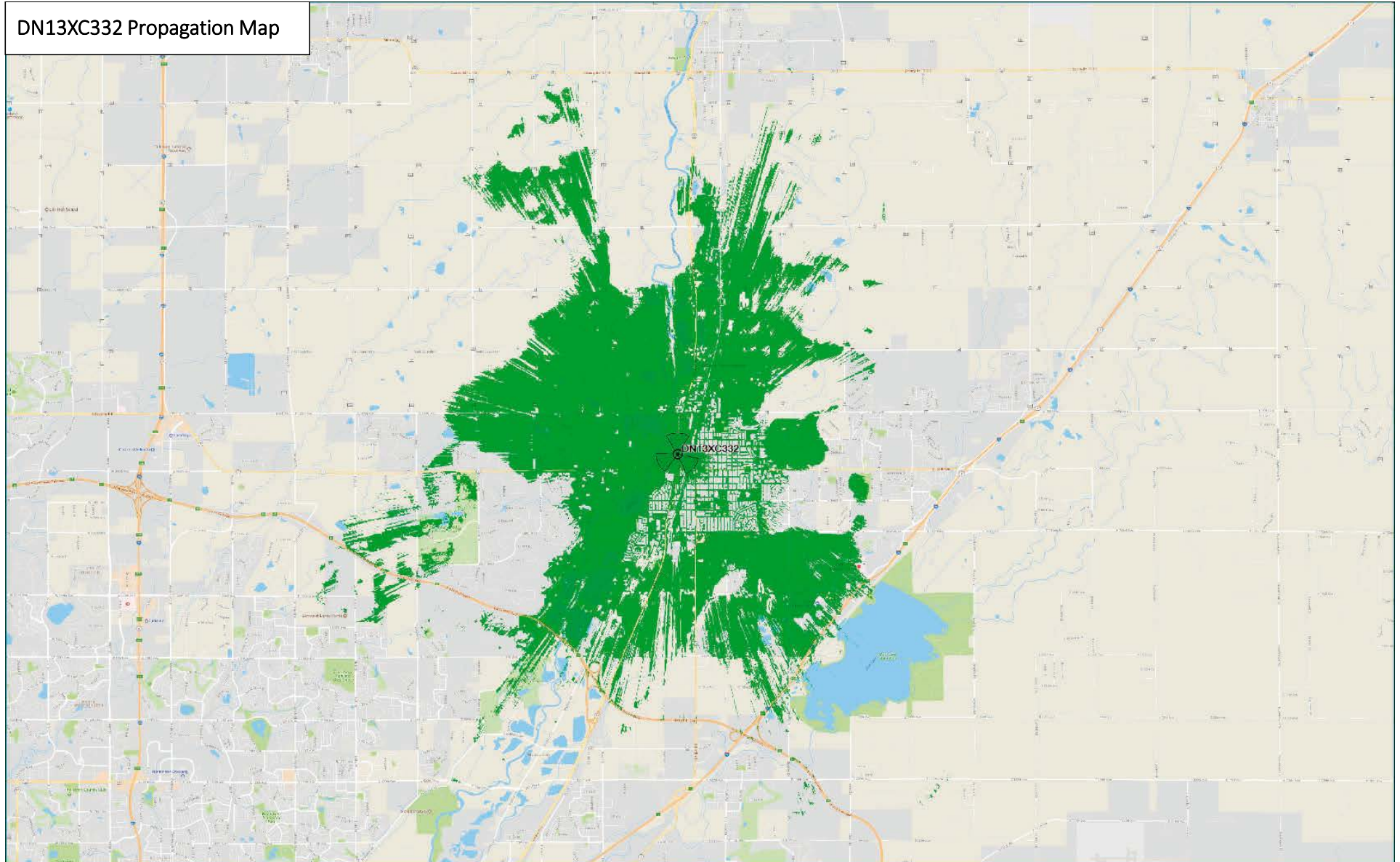
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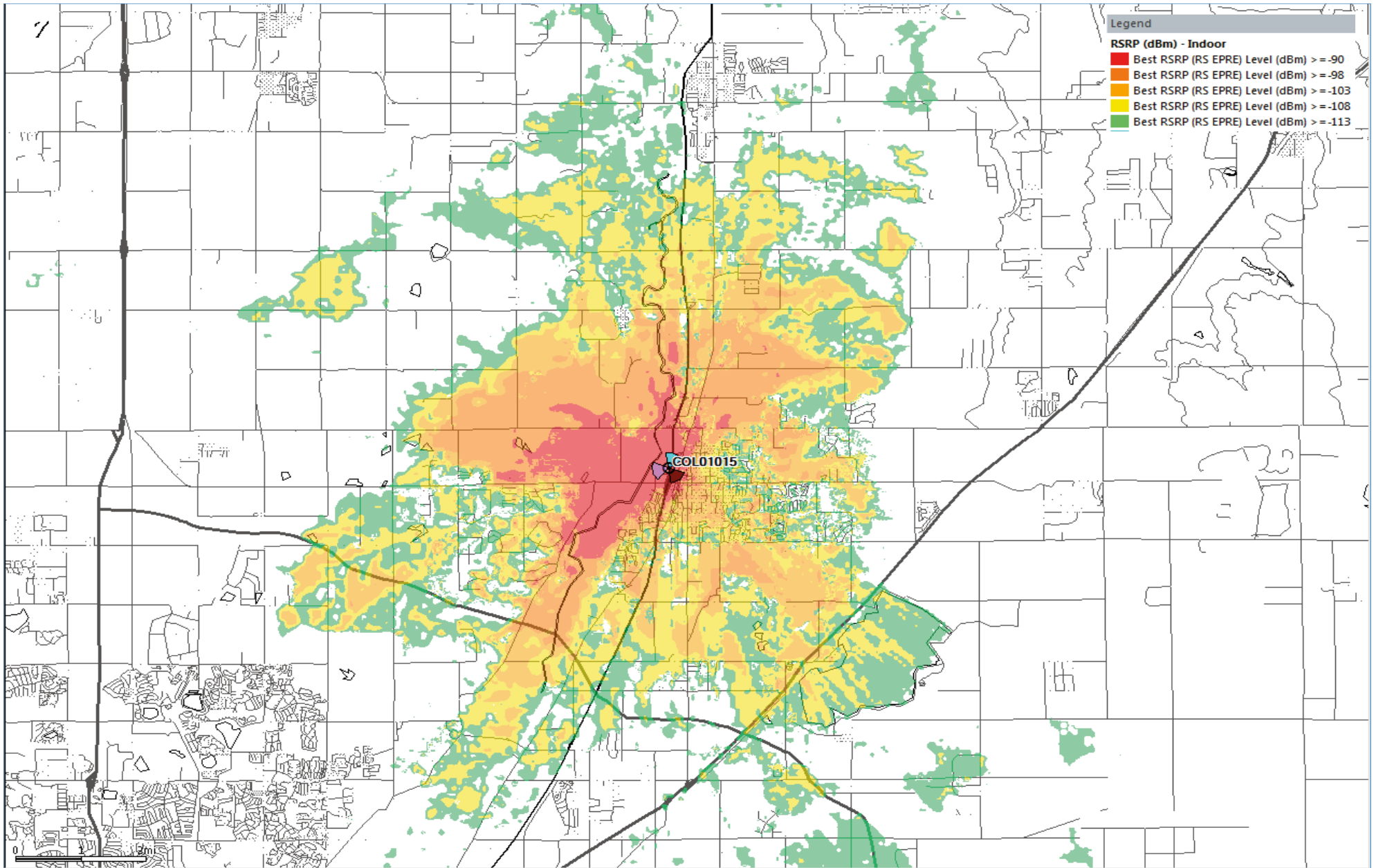
ANTENNA LAYOUTS

SHEET NUMBER:

Z-5

DN13XC332 Propagation Map





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: 5/25/2017

Project Number: RCU2017-00015

Project Name: Crown Castle Cell Site 2

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. You are being requested to resubmit more information. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 04/26/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/08/2017

Email: glabrie@adcogov.org

No Comment

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 04/25/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 04/27/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 05/18/2017

Email: gibarnes@adcogov.org

Resubmittal Required

PLN01: The site plan does not include all necessary information to accurately evaluate the project. The site plan should include a drawing indicating the entirety of the lot. The site plan should include all driveways, access point, property line dimensions, structural setbacks, parking areas, landscaping, and site lighting.

PLN02: Please provide coverage maps to illustrate the need for the tower's renewal in respect to coverage.

PLN03: A letter dated May 7, 1996 regarding the original approval of this site (Case number: 1996-234-C) indicates that 8-10 canopy trees and 16-20 shrubs will be planted around the equipment shelter fencing to provide adequate screening. The landscape that is expected to be resubmitted to us, should indicate the existence of this landscaping, and if not found on site, new plantings should be proposed.

PLN04: The subject property is zoned I-2 (Industrial-2) and a Telecommunications Tower is allowed by Conditional Use Permit in this zone district (per Section 3-07-01 of the Development Standards and Regulations).

PLN05: Telecommunications towers are required to meet all performance standards found in Section 4-09-02-07 of the Development Standards and Regulations (DSR). I've attached these regulations to your comments. Please provide written justification and/or modification to your application to illustrate how the proposal will comply with the following items: 1e, 1f, 1g, 3b, 3e, 3f, 4a, and 4b.

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 05/01/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW1) Please submit a recent copy of a letter that you have contacted City of Brighton and asked if ROW dedications for Kuner Rd and Brighton Street will be required. Brighton St and Kuner Rd are both owned by City of Brighton and may want you to dedicate ROW.

ROW2) Please submit a title policy report dated no older than 30 days. All applicable recordings from Schedule B-2 of the report will need to be depicted on the site plan.



Development Review Team Comments

Date: 3/20/2018

Project Number: RCU2017-00015

Project Name: Crown Castle Cell Site 2

Note to Applicant:

The following review comments and information from the Development Review Team is based on the Conditional Use Permit application that has been submitted. At this time, you are being asked to resubmit. Please contact the case manager if you have any questions:

Commenting Division: Planner Review #1

Name of Reviewer: Greg Barnes

Date: 05/18/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: The site plan does not include all necessary information to accurately evaluate the project. The site plan should include a drawing indicating the entirety of the lot. The site plan should include all driveways, access point, property line dimensions, structural setbacks, parking areas, landscaping, and site lighting.

PLN02: Please provide coverage maps to illustrate the need for the tower's renewal in respect to coverage.

PLN03: A letter dated May 7, 1996 regarding the original approval of this site (Case number: 1996-234-C) indicates that 8-10 canopy trees and 16-20 shrubs will be planted around the equipment shelter fencing to provide adequate screening. The landscape that is expected to be resubmitted to us, should indicate the existence of this landscaping, and if not found on site, new plantings should be proposed.

PLN04: The subject property is zoned I-2 (Industrial-2) and a Telecommunications Tower is allowed by Conditional Use Permit in this zone district (per Section 3-07-01 of the Development Standards and Regulations).

PLN05: Telecommunications towers are required to meet all performance standards found in Section 4-09-02-07 of the Development Standards and Regulations (DSR). I've attached these regulations to your comments. Please provide written justification and/or modification to your application to illustrate how the proposal will comply with the following items: 1e, 1f, 1g, 3b, 3e, 3f, 4a, and 4b.

Commenting Division: Planner Review #2

Name of Reviewer: Greg Barnes

Date: 03/20/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01B: I'm still missing information on the site plan related to what the tower setbacks are from each of the property lines. Please revise or indicate where to find this information (if I am missing it). The site plan will need to indicate the location of the approved access point by the city of Brighton. Please seek their approval on an access permit prior to resubmitting.

PLN03B: Please clarify your response on this comment. I believe there may be some error in the terminology. Staff does not have the ability to "waive" requirements that were levied by the BoCC. At our meeting in November, we did agree that the installation of additional landscaping on the site may be unnecessary given the location of existing buildings and limited pervious area. Staff can still recommend support the CUP request's approval, without the landscaping; however, we cannot waive the requirements.

PLN05B: The proposed tower height exceeds the allowable height of the zone district. Is additional height being added to the tower by this request? In addition, the waiver process related to Section 4-09-02-07(3e) will need to be resolved before public hearings are scheduled. If you cannot obtain the waiver, then a variance application must be submitted.

Commenting Division: Notifications and Referrals Review #2

Name of Reviewer: Greg Barnes

Date: 03/20/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

Commenting Division: Notifications and Referrals Review #1

Name of Reviewer: Greg Barnes

Date: 05/25/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

Commenting Division: ROW Review #1

Name of Reviewer: Marissa Hillje

Date: 05/01/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW1) Please submit a recent copy of a letter that you have contacted City of Brighton and asked if ROW dedications for Kuner Rd and Brighton Street will be required. Brighton St and Kuner Rd are both owned by City of Brighton and may want you to dedicate ROW.

ROW2) Please submit a title policy report dated no older than 30 days. All applicable recordings from Schedule B-2 of the report will need to be depicted on the site plan.

Commenting Division: ROW Review #2

Name of Reviewer: Marissa Hillje

Date: 03/16/2018

Email: mhillje@adcogov.org

Complete

Greg Barnes

From: Even, Whitney [weven@brightonfire.org]
Sent: Friday, May 19, 2017 4:41 PM
To: Greg Barnes
Subject: RE: For Review: Crown Castle II (RCU2017-00015)

Good afternoon Greg,

We have no comments on this case. Thank you!

Please be aware that my email address has changed to weven@brightonfire.org and my old email address (wmeans@brightonfire.org) will no longer be in use.

Whitney Even

Deputy Fire Marshal
Brighton Fire Rescue District
500 S. 4th Ave. 3rd Floor
Brighton, CO 80601
303-654-8040
www.brightonfire.org

From: Greg Barnes [<mailto:GJBarnes@adcogov.org>]
Sent: Friday, April 28, 2017 3:01 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Crown Castle II (RCU2017-00015)

Request for Comments

Case Name: Crown Castle Cell Site 2
Case Number: RCU2017-00015

April 28, 2017

The Adams County Planning Commission is requesting comments on the following request:

Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-2 zone district.

This request is located at 209 N. Kuner Road. The Assessor's Parcel Number is 0156906300008.

Applicant Information: Crown Castle
Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93101

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 05/19/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

Greg Barnes

From: Even, Whitney [weven@brightonfire.org]
Sent: Monday, March 19, 2018 12:50 PM
To: Greg Barnes
Subject: RE: For Review: Crown Castle II (RCU2017-00015)

Good afternoon Greg,

We do not have any comments on the resubmittal of this case. Thank you!

Whitney Even

Deputy Fire Marshal
Brighton Fire Rescue District
500 S. 4th Ave. 3rd Floor
Brighton, CO 80601
303-654-8040
www.brightonfire.org

From: Greg Barnes [<mailto:GJBarnes@adcogov.org>]
Sent: Wednesday, March 7, 2018 12:18 PM
To: Even, Whitney <weven@brightonfire.org>; 'Loeffler - CDOT, Steven' <steven.loeffler@state.co.us>; Kerrie Monti <kmonti@sd27j.net>; 'landuse@tchd.org' <landuse@tchd.org>; Marisa Dale <mdale@UnitedPower.com>; George, Donna L <Donna.L.George@xcelenergy.com>
Subject: For Review: Crown Castle II (RCU2017-00015)

You are being asked to review resubmittal materials for a conditional use permit to allow a telecommunications tower. Previously, you reviewed this application (around 05/25/2017) and provided comment. I have attached the previous comments, as well as the resubmittal information.

Please provide any further comment on this case by **March 20, 2018**.



Greg Barnes
Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216
o: 720-523-6853

gjbarnes@adcogov.org
www.adcogov.org

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, May 18, 2017 10:47 AM
To: Greg Barnes
Subject: RCU2017-00015, Crown Castle Cell Site 2

Greg,

I have reviewed the request to allow renewal of a CUP allowing a commercial telecommunications tower on property located at 209 N. Kuner Road and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, March 15, 2018 9:51 AM
To: Greg Barnes
Subject: Re: For Review: Crown Castle II (RCU2017-00015)

Greg.

I have reviewed the resubmittal materials to allow a renewal of a CUP alloweing a commercial telecommunications tower on property located at 209 N. Kuner Road and have no objections. If any work will take place in the State Highway Right-of-Way, a permit from our office will be required.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of April 20, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204

On Wed, Mar 7, 2018 at 12:17 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

You are being asked to review resubmittal materials for a conditional use permit to allow a telecommunications tower. Previously, you reviewed this application (around 05/25/2017) and provided comment. I have attached the previous comments, as well as the resubmittal information.

Please provide any further comment on this case by **March 20, 2018**.



Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway

Greg Barnes

From: Kuster - CDPHE, Kent [kent.kuster@state.co.us]
Sent: Tuesday, May 02, 2017 7:21 AM
To: Greg Barnes
Subject: RCU2017-00015

May 2, 2017

Greg Barnes, Case Manager

Community and Economic Development Department

4430 South Adams County Parkway, Suite W2000

Brighton, CO 80601-8204

Re: Case No. RCU2017-00015

Dear Mr. Barnes,

The Colorado Department of Public Health and Environment has no comment on Case No. RCU2017-00015 the Crown Castle Cell Site #2 renewal of a conditional use permit.

Please contact Kent Kuster at 303-692-3662 with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

Greg Barnes

From: Kerrie Monti [kmonti@sd27j.net]
Sent: Monday, May 15, 2017 12:01 PM
To: Greg Barnes
Subject: Re: For Review: Crown Castle II (RCU2017-00015)

Hello Greg,

The school district has no objection to this case. Thanks, as always, for asking!

Kerrie Monti | Planning Manager

School District 27J | 18551 E 160th Avenue | Brighton, CO 80601
303-655-2984 | Fax 303-655-2805

kmonti@sd27j.net | www.sd27j.org

On Fri, Apr 28, 2017 at 3:00 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Request for Comments

Case Name: Crown Castle Cell Site 2

Case Number: RCU2017-00015

April 28, 2017

The Adams County Planning Commission is requesting comments on the following request:

Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-2 zone district.

This request is located at 209 N. Kuner Road. The Assessor's Parcel Number is 0156906300008.



May 18, 2017

Greg Barnes
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Crown Castle Cell Site 2, 209 N. Kuner Road
Project No. RCU2017-00015
TCHD Case No. 4381

Dear Mr. Barnes:

Thank you for the opportunity to review and comment on the renewal of a Conditional Use Permit to allow a commercial telecommunications tower in the I-2 zone district located at 209 N Kuner Rd. 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 no comments.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "LB", is written above the typed name.

Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, TCHD



March 20, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Crown Castle Cell Site 2, 209 N. Kuner Road, Project No. RCU2017-00015
TCHD Case No. 4825

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Conditional Use Permit Extension Request to allow a commercial telecommunications tower in the I-2 zone district located at 209 N. Kuner Road. Tri-County Health Department (TCHD) staff previously reviewed the application for the telecommunications tower in a letter dated May 18, 2017 and had no comments. After reviewing the resubmittal materials, TCHD has no comments.

Please feel free to contact me at 720-200-1585 or ahenrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Annemarie Heinrich".

Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD

Greg Barnes

From: Marisa Dale [mdale@UnitedPower.com]
Sent: Wednesday, May 03, 2017 10:51 AM
To: Greg Barnes
Subject: RE: For Review: Crown Castle II (RCU2017-00015)

Hi Greg,

Thank you for inviting United Power, Inc. to review and comment on this conditional use permit referral.

United Power, Inc. has no objection.

Thank you,
Marisa

Marisa Dale, RWA| [Engineering & Rates ROW](#)
500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387 | C 720.334.5282

Schedule: M-Th 7:00-4:30, F 7:00-3:30
Out of the office: May 5 & 19, June 2, 16 & 30



From: Greg Barnes [<mailto:GJBarnes@adcogov.org>]
Sent: Friday, April 28, 2017 3:01 PM
To: Greg Barnes
Subject: For Review: Crown Castle II (RCU2017-00015)

Request for Comments

Case Name: Crown Castle Cell Site 2
Case Number: RCU2017-00015

April 28, 2017

The Adams County Planning Commission is requesting comments on the following request:

Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-2 zone district.

This request is located at 209 N. Kuner Road. The Assessor's Parcel Number is 0156906300008.

Applicant Information: Crown Castle
Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93101

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 05/19/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Greg Barnes

From: Marisa Dale [mdale@UnitedPower.com]
Sent: Thursday, March 15, 2018 6:27 PM
To: Greg Barnes
Subject: RE: For Review: Crown Castle II (RCU2017-00015)

Hi Greg,

Thanks for resending for review. United Power, Inc. has no objection.

Thank you,
Marisa

Marisa Dale, RWA | [System Design - Right of Way](#)
500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387
Schedule: Monday-Thursday 7:00-5:30

Powering Lives, Powering Change, Powering the Future – The Cooperative Way



From: Greg Barnes [<mailto:GJBarnes@adcogov.org>]
Sent: Wednesday, March 07, 2018 12:18 PM
To: Even, Whitney; 'Loeffler - CDOT, Steven'; Kerrie Monti; 'landuse@tchd.org'; Marisa Dale; George, Donna L
Subject: For Review: Crown Castle II (RCU2017-00015)

You are being asked to review resubmittal materials for a conditional use permit to allow a telecommunications tower. Previously, you reviewed this application (around 05/25/2017) and provided comment. I have attached the previous comments, as well as the resubmittal information.

Please provide any further comment on this case by **March 20, 2018**.



Greg Barnes
Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216
O: 720-523-6853

gjbarnes@adcogov.org
www.adcogov.org



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3524
donna.l.george@xcelenergy.com

May 15, 2017

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

Attn: Greg Barnes

Re: Crown Castle Cell Site 2, Case # RCU2017-00015

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Crown Castle Cell Site 2** and has no conflict with the conditional use permit extension.

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

March 8, 2018

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

Attn: Greg Barnes

Re: Crown Castle Cell Site 2 – 2nd referral, Case # RCU2017-00015

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral documentation for **Crown Castle Cell Site 2** and has **no apparent conflict**.

The property owner/developer/contractor must complete the **application process** for any 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.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

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

Request for Comments

Case Name: Crown Castle Cell Site 2
Case Number: RCU2017-00015

April 28, 2017

The Adams County Planning Commission is requesting comments on the following request:

Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-2 zone district.

This request is located at 209 N. Kuner Road. The Assessor's Parcel Number is 0156906300008.

Applicant Information: Crown Castle
Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93101

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 05/19/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name: Crown Castle Cell Site 2
Case Number: RCU2017-00015

Planning Commission Hearing Date: 08/23/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 09/11/2018 at 9:30 a.m.

August 1, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-2 zone district.**

The existing and proposed uses are a commercial telecommunications tower. No change to the existing tower is proposed. This request is located at 209 N Kuner Rd. The Assessor's Parcel Number is 0156906300008.

Applicant Information: Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93107

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

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Publication Request

Crown Castle Cell Site 2

Case Number:	RCU2017-00015
Planning Commission Hearing Date:	08/23/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:	09/11/2018 at 9:30 a.m.

Request: Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-2 zone district.

Location:	209 N KUNER RD
Parcel Number:	0156906300008

Case Manager:	Greg Barnes
---------------	-------------

Applicant:	Jon Dohm 222 E Carrillo St #107 Santa Barbara, CA 93107
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Owner:	209 Kuner LLC 209 N Kuner Rd Brighton, CO 80601
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Legal Description: A PORTION OF A PARCEL OF LAND IN THE W1/2 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID W1/2 AND SW1/4; THENCE NORTH 00°47'27" WEST ALONG THE EAST LINE OF SAID WEST 1/2, 1165.00 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°12'33" WEST, 45.00 FEET; THENCE SOUTH 89°12'33" WEST, 31.99 FEET; THENCE NORTH 66°59'33" WEST, 95.96 FEET; THENCE NORTH 45°37'55" WEST, 29.20 FEET; THENCE NORTH 09°46'45" WEST, 60.44 FEET; THENCE SOUTH 87°37'14" EAST, 58.76 FEET; THENCE NORTH 02°22'46" EAST, 6.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 87°37'14" WEST, 43.06 FEET; THENCE NORTH 01°51'26" EAST, 35.02 FEET; THENCE SOUTH 86°46'57" EAST, 43.48 FEET; THENCE SOUTH 02°31'45" WEST, 34.38 FEET TO THE POINT OF BEGINNING.



Referral Listing
Case Number RCU2017-00015
Crown Castle Cell Site 2

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
BRIGHTON FIRE DISTRICT	Carla Gutierrez 500 South 4th Avenue 3rd Floor BRIGHTON CO 80601 (303) 659-4101 mailto:cgutierrez@brightonfire.com
BRIGHTON SCHOOL DISTRICT 27J	Kerrie Monti 1850 EGBERT STREET SUITE 140, BOX 6 BRIGHTON CO 80601 303-655-2984 kmonti@sd27j.org
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 sean.hackett@state.co.us
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 sean.hackett@state.co.us
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 30 sean.hackett@state.co.us
CDPHE - AIR QUALITY	Richard Coffin 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303.692.3127 richard.coffin@state.co.us

Agency	Contact Information
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 Wiedrich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
CITY OF BRIGHTON - Planning	Jason Bradford 500 S 4th Ave BRIGHTON CO 80601 303-655-2024 jbradford@brightonco.gov
CITY OF BRIGHTON - WATER & SANATATION DEPT.	ED BURKE 500 S. 4th Ave, 4th Floor BRIGHTON CO 80601 303-655-2084 eburke@brightonco.gov
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	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us

Agency	Contact Information
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
NS - Code Compliance	Joaquin Flores 720.523.6207 jflores@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
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

Agency	Contact Information
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 .
UNION PACIFIC RAILROAD	Melissa Meier 280 S 400 W Salt Lake City UT 84101 (801) 212-2706 mmeier@up.com
UNION PACIFIC RAILROAD	Jason Mashek 1400 DOUGLAS ST STOP 1690 OMAHA NE 68179 402-544-8552 jemashek@up.com
United Power, Inc	Marisa Dale PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1387 mdale@UnitedPower.com
	720-334-5282
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

EXHIBIT 6.5 PUBLIC NOTICE LIST

2445 LAWRENCE LLC
1835 S PEARL ST
DENVER CO 80210-3136

GUZMAN GUADALUPE AND
GUZMAN DOMITILA
573 S 4TH AVE
BRIGHTON CO 80601-3102

7509 GRANDVIEW LLC
1480 E 73RD AVE
DENVER CO 80229-6902

HARTIGAN PROPERTIES LLC
2021 KENTMERE DR
LONGMONT CO 80504-2324

ALMOST HOME INC
231 N MAIN STREET
BRIGHTON CO 80601

HERR FAMILY LLC
14378 HANOVER ST
BRIGHTON CO 80602-5782

BELL VALORIE
6706 ARAPAHOE LN
KNOXVILLE TN 37918-9515

HUGHES STATION BHA 2017 LLC
C/O BRIGHTON HOUSING AUTHORITY
22 S 4TH AVE STE 202
BRIGHTON CO 80601-2042

BLUE LEAF LLC
9669 HURON ST UNIT 200
THORNTON CO 80260

J AND J FAMILY TRUST THE
1929 JEFFREY ST
BRIGHTON CO 80601-2685

BROOKS GREASE MANAGEMENT LLC
3104 N ERIE AVE
TULSA OK 74115-1900

KUNER PROPERTY LLC
4047 E 130TH WAY
THORNTON CO 80241

CITY OF BRIGHTON
500 S 4TH AVE
BRIGHTON CO 80601-3165

LIFE CHOICES PREGNANCY CENTER
20 MOUNTAIN VIEW AVE
LONGMONT CO 80501-3419

COLORADO STATE HIGHWAY
NEED ADDRESS

MAHNKE GARY AND
MAHNKE JUDITH M
5855 W 56TH AVE
ARVADA CO 80002-2810

DYCO HOLDINGS LLC
79 LOOKOUT MOUNTAIN CIR
GOLDEN CO 80401-9428

PROCHOWNIK LORRAINE H AND
PROCHOWNIK MICHAEL R
106 MELODY LANE
PLATTEVILLE CO 80651

FRIAS ENTERPRISES LLC
155 N MAIN
BRIGHTON CO 80601

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

ROCKY MOUNTAIN ADVENTURE GROUP LLC
724 IMBODEN MILE RD
WATKINS CO 80137

TRUNKENBOLZ LLC
609 S 1ST AVE
BRIGHTON CO 80601-3001

ROTHMAN SHARON ELAINE
C/O CLARA HOSKINS
6360 W 38TH AVE NO. 205B
WHEAT RIDGE CO 80033

WALSH JERRY P REVOCABLE TRUST THE
PO BOX 307
BRIGHTON CO 80601-0307

ROWLAND MARK E AND
ROWLAND DONNA L
695 BROMELY LN
BRIGHTON CO 80601

209 KUNER LLC
OR CURRENT RESIDENT
209 N KUNER RD
BRIGHTON CO 80601-2822

ROWLAND RICK AND
ROWLAND MARK
104 W LONGSPEAK
BRIGHTON CO 80601

ALVAREZ JOSE LUIS
OR CURRENT RESIDENT
257 N MAIN ST
BRIGHTON CO 80601-1628

SILVERROCK LLC
150 S MAIN STREET
BRIGHTON CO 80601

BAMA LLC
OR CURRENT RESIDENT
139 N MAIN ST
BRIGHTON CO 80601-1626

STEINMILLER SANDRA LEE
15568 NAVAJO ST
BROOMFIELD CO 80023-6331

BRIGHTON ELKS HOME INC
OR CURRENT RESIDENT
101 N MAIN ST
BRIGHTON CO 80601

SUNSOE ENTERPRISES LLC
10821 E WARREN AVE
AURORA CO 80014-1044

GUZMAN GUADALUPE
OR CURRENT RESIDENT
263 N MAIN ST
BRIGHTON CO 80601-1628

TAYLOR DARRELL AND
TAYLOR KEITH L/CAROLYN M
14280 COUNTRY HILLS DR
BRIGHTON CO 80601

INDEPENDENT HOLDING LLC
OR CURRENT RESIDENT
189 N KUNER RD
BRIGHTON CO 80601-2883

TAYLOR KEITH L AND
TAYLOR CAROLYN M
14280 COUNTRY HILLS DR
BRIGHTON CO 80601

MHJA PROPERTIES LLC
OR CURRENT RESIDENT
45 STRONG STREET
BRIGHTON CO 80601

TMP VENTURES LLC
5120 OSAGE ST STE 100
DENVER CO 80221-7825

VILLALOBOS MODESTO C AND
VILLALOBOS LYDIA V
OR CURRENT RESIDENT
129 LONGS PEAK ST
BRIGHTON CO 80601

CURRENT RESIDENT
119 N MAIN ST
BRIGHTON CO 80601-1626

CURRENT RESIDENT
15 STRONG ST
BRIGHTON CO 80601-1633

CURRENT RESIDENT
121 N MAIN ST
BRIGHTON CO 80601-1626

CURRENT RESIDENT
35 STRONG ST
BRIGHTON CO 80601-1633

CURRENT RESIDENT
123 N MAIN ST
BRIGHTON CO 80601-1626

CURRENT RESIDENT
37 STRONG ST
BRIGHTON CO 80601-1633

CURRENT RESIDENT
147 N MAIN ST
BRIGHTON CO 80601-1626

CURRENT RESIDENT
131 N 1ST AVE
BRIGHTON CO 80601-1640

CURRENT RESIDENT
149 N MAIN ST
BRIGHTON CO 80601-1626

CURRENT RESIDENT
8 GREAT WESTERN RD
BRIGHTON CO 80601-1646

CURRENT RESIDENT
155 N MAIN ST
BRIGHTON CO 80601-1626

CURRENT RESIDENT
200 GREAT WESTERN RD
BRIGHTON CO 80601-1647

CURRENT RESIDENT
161 N MAIN ST
BRIGHTON CO 80601-1626

CURRENT RESIDENT
210 GREAT WESTERN RD
BRIGHTON CO 80601-1647

CURRENT RESIDENT
227 N MAIN ST
BRIGHTON CO 80601-1628

CURRENT RESIDENT
190 GREAT WESTERN RD
BRIGHTON CO 80601-1655

CURRENT RESIDENT
233 N MAIN ST
BRIGHTON CO 80601-1628

CURRENT RESIDENT
105 LONGS PEAK ST LOT 19
BRIGHTON CO 80601-1671

CURRENT RESIDENT
265 N MAIN ST
BRIGHTON CO 80601-1628

CURRENT RESIDENT
104 LONGS PEAK ST
BRIGHTON CO 80601-1673

CURRENT RESIDENT
137 LONGS PEAK ST
BRIGHTON CO 80601-1674

CURRENT RESIDENT
221 N KUNER RD
BRIGHTON CO 80601-2822

CURRENT RESIDENT
117 N MAIN ST UNIT A
BRIGHTON CO 80601-1778

CURRENT RESIDENT
108 W WALNUT ST
BRIGHTON CO 80601-2827

CURRENT RESIDENT
117 N MAIN ST UNIT B
BRIGHTON CO 80601-1778

CURRENT RESIDENT
301 N KUNER RD
BRIGHTON CO 80601-2801

CURRENT RESIDENT
109 W WALNUT ST UNIT A
BRIGHTON CO 80601-2803

CURRENT RESIDENT
109 W WALNUT ST UNIT B
BRIGHTON CO 80601-2803

CURRENT RESIDENT
109 W WALNUT ST UNIT C
BRIGHTON CO 80601-2803

CURRENT RESIDENT
109 W WALNUT ST UNIT D
BRIGHTON CO 80601-2803

CURRENT RESIDENT
99 N KUNER RD
BRIGHTON CO 80601-2818

CURRENT RESIDENT
219 N KUNER RD
BRIGHTON CO 80601-2822

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at 209 N. Kuner Road on July 3, 2018 in accordance with the requirements of the Adams County Zoning Regulations.

J. Gregory Barnes, Planner II

Crown Castle II

RCU2017-00015

209 N. Kuner Road

September 11, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Request

- Renewal of a conditional use permit to allow a commercial telecommunications tower in the Industrial-2 (I-2) zone district.

Background

- Existing 93' commercial telecommunications tower
- History
 - 1997: CUP approved for tower for 5 years
 - 2002: CUP renewed for 5 years
 - 2007: CUP renewed for 10 years
 - 2017: Application filed for renewal of the CUP

Aerial View of Location

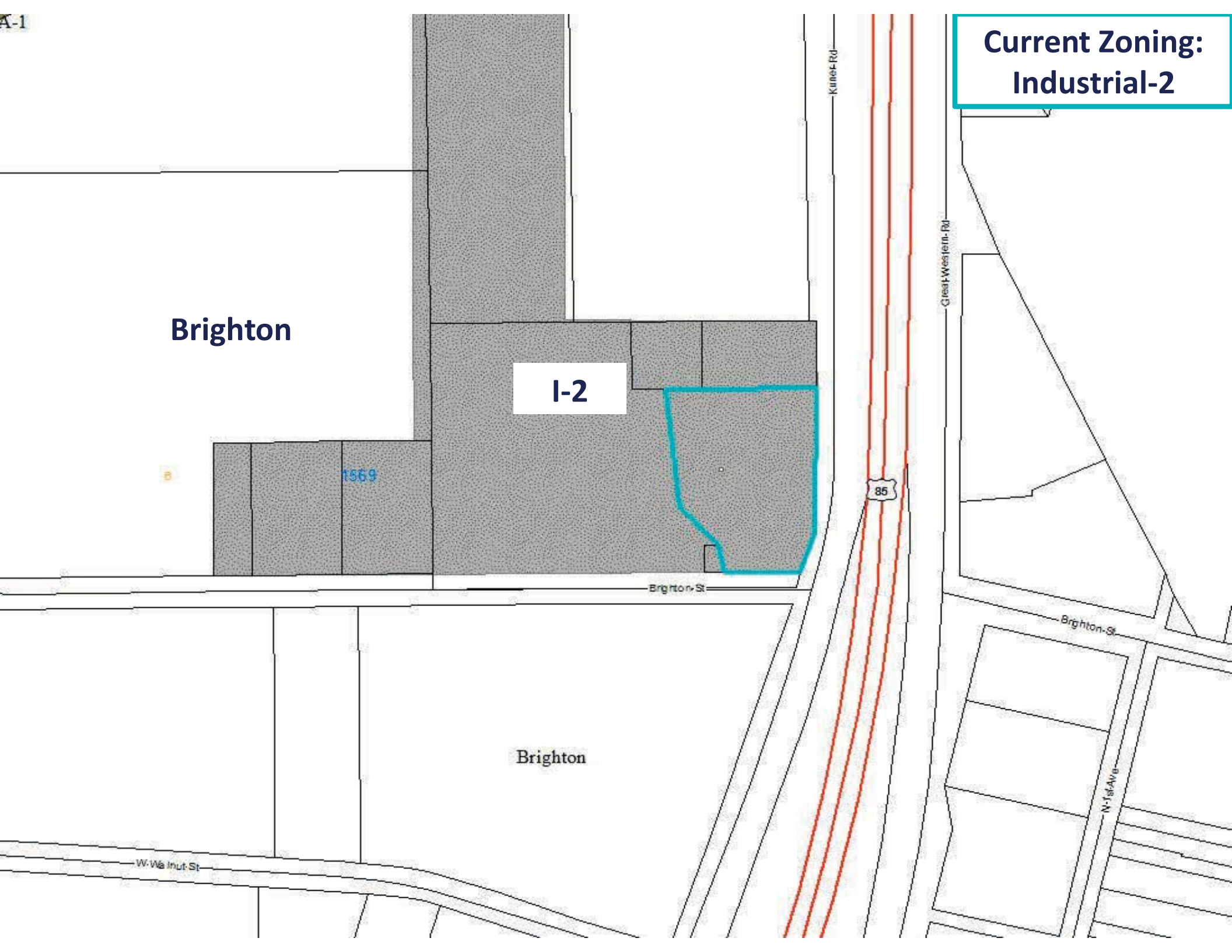


US-85

SITE

Main St.

Bridge St.



**Current Zoning:
Industrial-2**

Brighton

I-2

Brighton

85

Brighton St

Great Western Rd

Brighton St

N. 1st Ave

W. Walnut St

Future Land Use

**Mixed-Use
Employment**

Brighton

1569

Brighton St

Kuner Rd

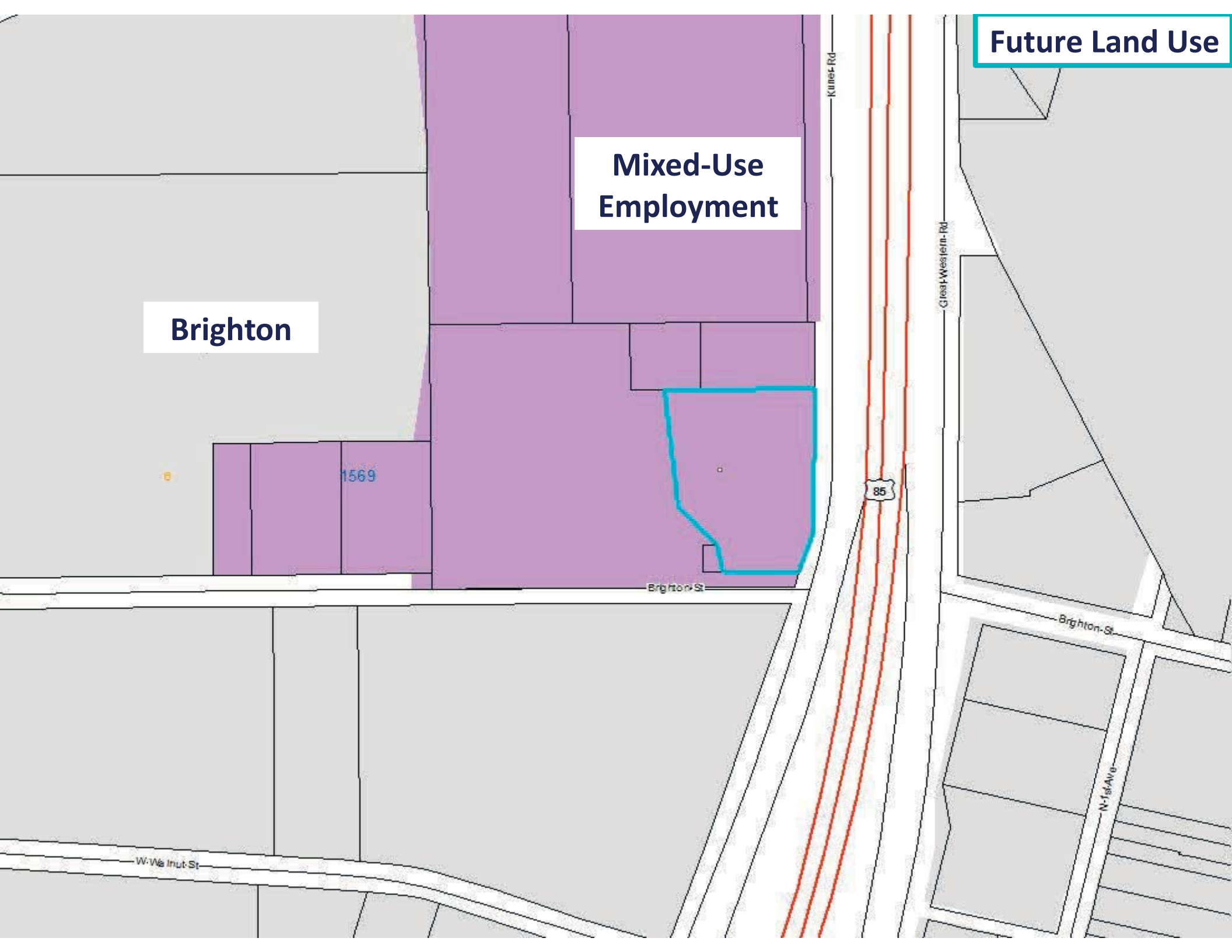
Great Western Rd

85

Brighton St

N 1st Ave

W. Walnut St



Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

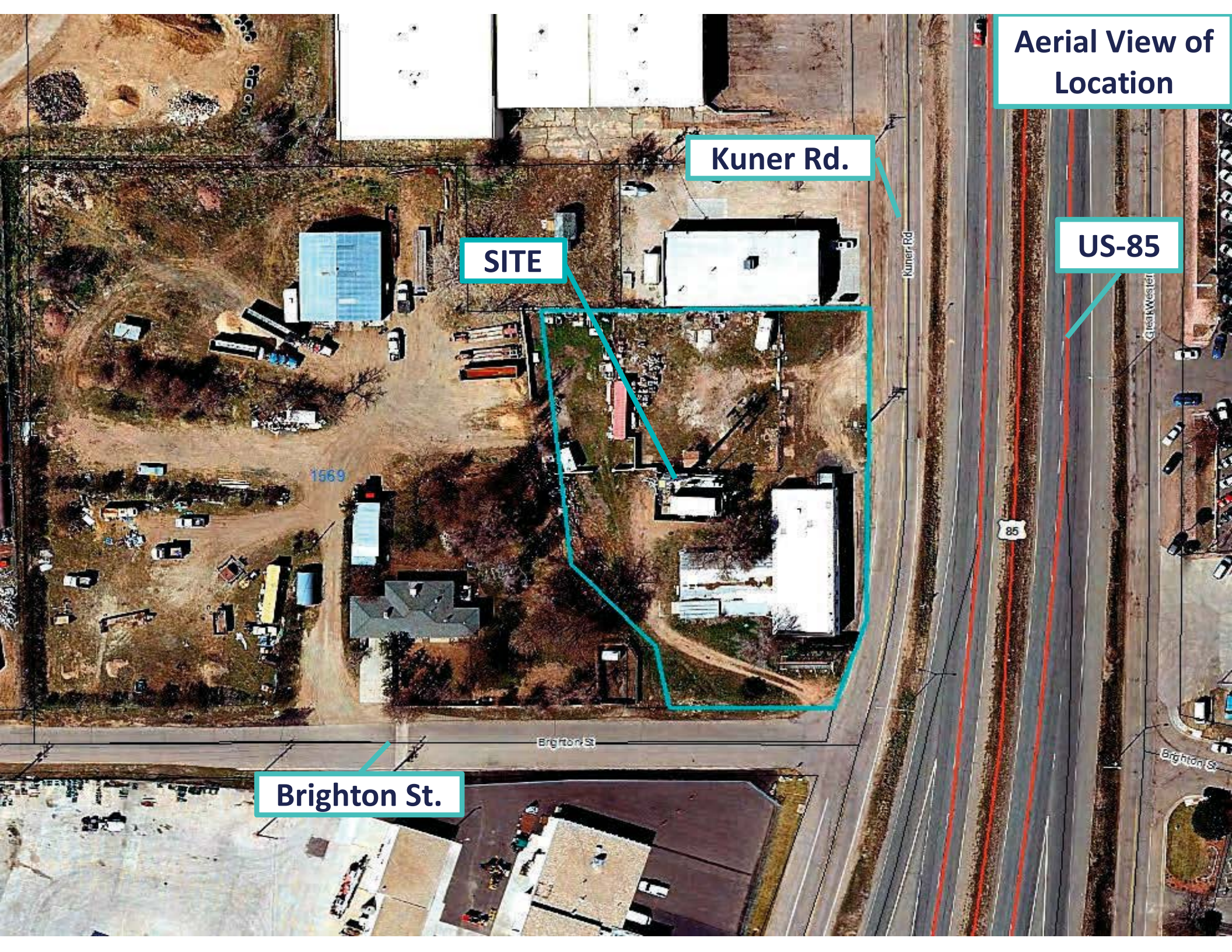
**Aerial View of
Location**

Kuner Rd.

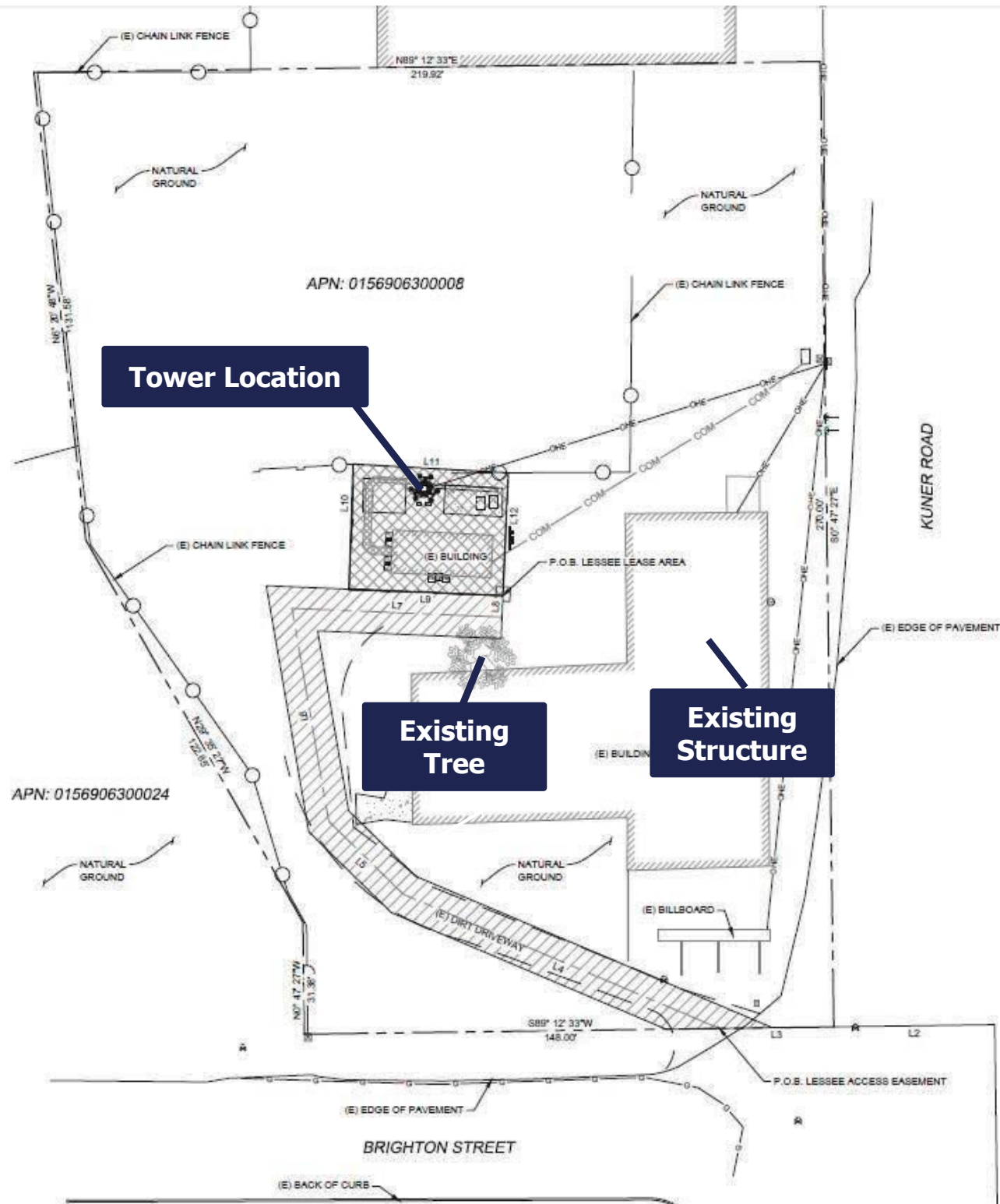
SITE

US-85

Brighton St.



SITE PLAN



- 75' max. height

93'
HEIGHT

6' PVC FENCE

EXISTING
LIGHTING ROD.

— EXISTING CARRIER
PANEL ANTENNA (TYP.)

EXISTING
MONOPOLE
TOWER

EXISTING
ICE BRIDGE

PROPOSED PVC
PRIVACY FENCE (TYP.)

— **EXISTING BUILDING**

```

+FRAME (TYPE,

```

GROUND LEVEL

NAS = ELEV $\pm 35'$ - 0" A.G.L. $\mu_{NA} = 0.00 \pm 0.00 - 0.00$ AGL

NUMBER OF EXISTING PANTS

TOP OF EXISTING PAV.

RAD CENTER ON

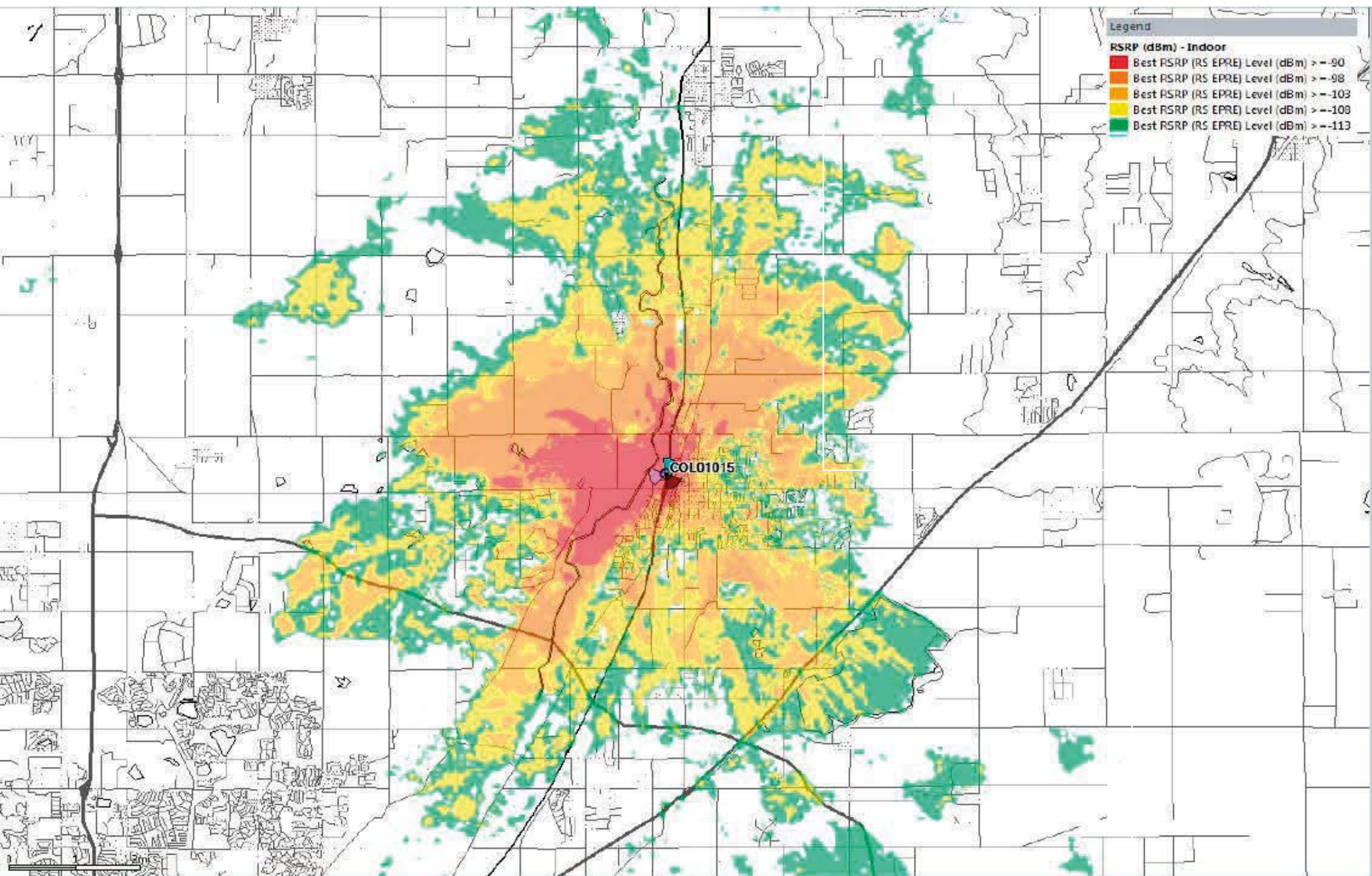
DATE RECEIVED

READ

1

31

TOWER LEVATION







ES
REFRIGERATOR

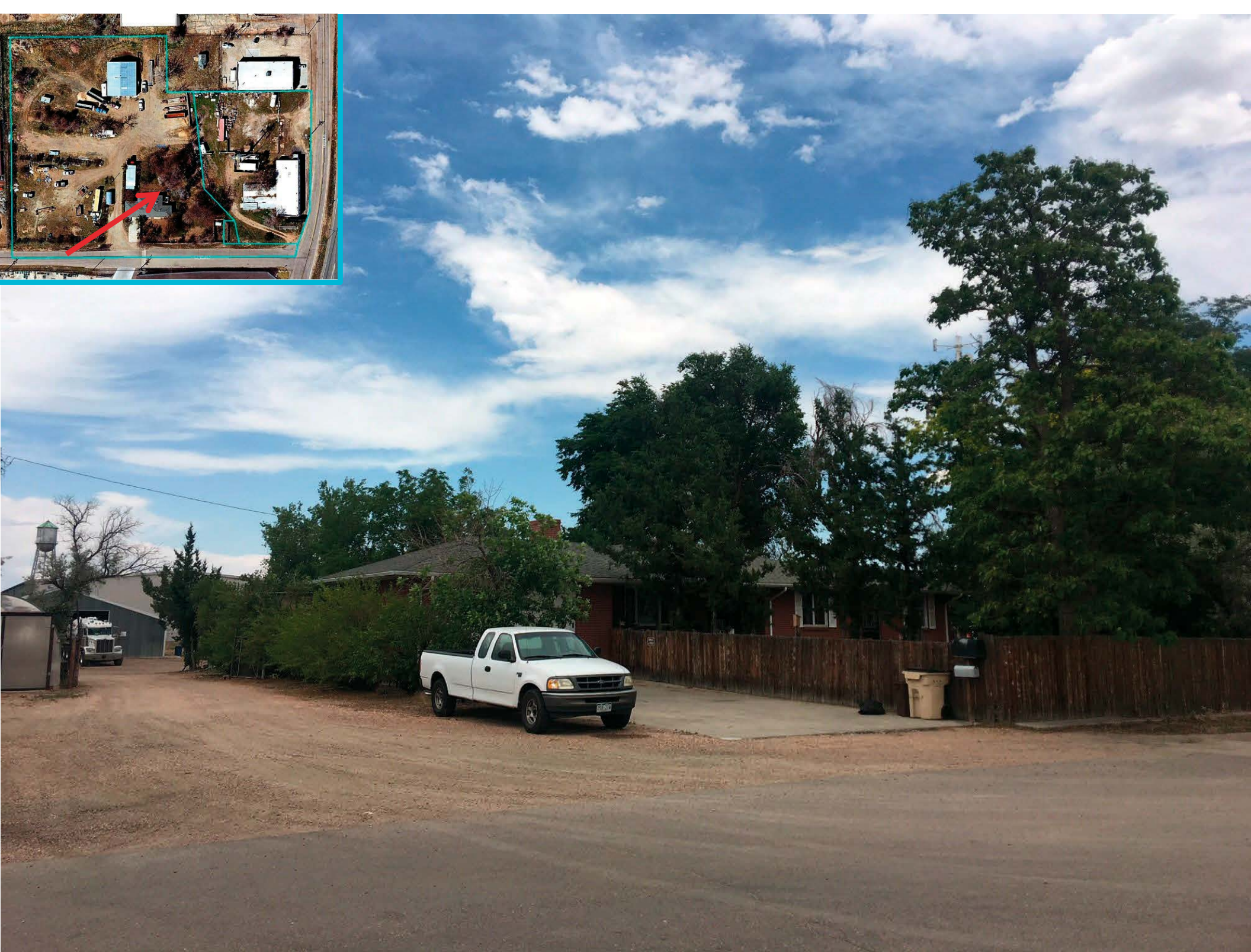
DAILY'S WHSE

209

OPENING
SATURDAY

GE WASHER
PARTS & SERVICE







Referral Period

Notices Sent	Comments Received
72	0

750 foot referral distance

No Concerns:

Brighton Fire

CDOT

CDPHE

School District 27J

Tri-County Health

United Power

Xcel Energy

Summary

- Complies with purpose of standards
- Need for tower has been demonstrated
- Additional screen fencing to mitigate impacts
- The surrounding area is largely industrial
- Residential use is surrounded by industrial

Planning Commission Update

August 23, 2018

No members of public to testify

- Landscaping opportunities on northern edge of property

Recommendation

RCU2017-00015 – Crown Castle II

Approval of conditional use permit with 8 Findings-of-Fact and 5 Conditions

Recommended Conditions

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The conditional use permit shall expire on August 23, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 93 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. The proposed eight foot tall PVC fence shown on the site plan will be forest green in color. If at any time the fence should fall into disrepair, the fence must be replaced within sixty (60) days of receiving notice.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PLN2018-00020

CASE NAME: Creekside South Estates Metropolitan District

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- 2.2 Zoning Map
- 2.3 Simple Map
- 2.4 Comprehensive Plan

EXHIBIT 3- Applicant Information

- 3.1 District Service Plan
- 3.2 Applicant Exclusion Request Response (September 6, 2018)

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Development Services)
- 4.2 Referral Comments (Brighton Fire)
- 4.3 Referral Comments (CDOT)
- 4.4 Referral Comments (Division of Water)

EXHIBIT 5- Public Comments

- 5.1 Anderson

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Referral Agency Labels
- 6.4 Property Owner Labels

Board of County Commissioners**September 11, 2018**

CASE No.: PLN2018-00020 CASE NAME: Creekside South Estates Metropolitan District	
Owner's Information:	Creekside South Estates Homeowners Association, Inc.
Applicant's Name:	White Bear Ankele Tanaka & Waldron
Applicant's Address:	2154 E. Commons Ave, Suite 2000 Centennial, CO 80122
Location of Request:	Approximately Highway 7 between Havana St. and Lima St.
Nature of Request:	Service Plan for the Creekside South Estates Metropolitan District to provide funding for construction and maintenance of public services and facilities in the Creekside South Estates Metropolitan District service area.
Zone District:	Agriculture-1 (A-1)
Site Size:	Approximately 143 acres
Proposed Uses:	Residential
Existing Use:	Residential
Hearing Date(s):	PC: August 9, 2018 / 6:00p.m.
	BOCC (1st): August 21, 2018/ 9:30 am (Consent Calendar) BOCC (2nd) September 11, 2018/ 9:30 am (Public Hearing)
Report Date:	August 28, 2018
Case Manager:	Emily Collins
PC and Staff Recommendation:	APPROVAL with 9 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

On August 23, 1995, the Board of County Commissioners (BoCC) approved the Creekside Estates subdivision filing 1 to allow 14 single-family residential lots.

On November 13, 1995, the BoCC approved filing 2 of the subdivision to allow 14 single-family residential lots.

On April 1, 1996, the BoCC approved filing 3 of the subdivision to allow 25 single-family residential lots.

SUMMARY OF APPLICATION

Background

The applicant, on behalf of Creekside South Estates Homeowners Association, is requesting a service plan for the Creekside South Estates Metropolitan District (District) to provide funding for construction and maintenance of centralized water supply system, storm drainage, and general governance for covenant control and design reviews. The site, comprised of approximately 143-acres, is located at the southeast corner of State Highway 7 and Havana Street. The development is built-out and includes 53 single-family homes. Currently, the 53 lots are serviced by a de-centralized water supply system that consists of 12 wells. These wells are owned and operated by the Homeowners Association. According to the applicant and information submitted with the application, the current water supply system requires significant upgrades in order for it to remain sustainable and be able to continue to service the development. In addition, the Department of Public Health and Environment has also recently implemented certain changes for monitoring, testing, and operations of de-centralized water systems. These requirements have added additional cost to maintaining the existing wells in the development. Therefore, to continue to provide water services to the development, the HOA has considered various improvement options and, after a thorough investigation, concluded to shift their water supply to a more centralized water well system owned, operated, and controlled by a metropolitan district. The control and formation of a metropolitan district will provide the financing mechanism needed to upgrade the water system, as well as provide necessary capital through issuance of municipal bonds to finance the capital infrastructure. The formation of a metropolitan district will also offer the ability to apply for low-interest loans available for local districts (See exhibit 3.1 for the service plan).

Pursuant to Title 32, Article 1 of Colorado Revised Statutes, metropolitan districts are quasi-governmental agencies and political subdivisions of the State of Colorado organized to provide two or more services to support a development area. Common services provided by a metropolitan district include general governance, park and recreation, water and sanitation services, and storm water facilities, etc. The proposed metropolitan district is mainly to provide financing for a centralized water system, storm drainage, covenant control and architectural design reviews in the development.

Development Standards and Regulations

Chapter 10 of the Adams County Development Standards and Regulations outlines the submittal and review process for creation of a special district. The proposed service plan includes: a description of the area to be included within the proposed district, a description of proposed facilities and services to be provided, and a financial plan including estimated costs and proposed indebtedness for the provision of services.

In approving a service plan, the Board of County Commissioners (BoCC) shall find that: 1) there is sufficient existing and projected need for organized services in the area to be serviced by the proposed district; 2) the existing service in the area to be served is inadequate for present and projected needs; 3) the proposed district is capable of providing economical and sufficient service to the area within its proposed boundary; and 4) the area to be included in the special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis. From the service plan submitted with the application, the current water system servicing the development has become unsustainable and cannot be relied on to serve the development in the future without a substantial upgrade. In addition, the only feasible financial mechanism available to perform improvements to the existing system is through the formation of a metropolitan district, which has the authority to secure financing to provide the needed improvements. According to the applicant, all other options to seek provision of services from other special districts were evaluated and deemed cost prohibitive (See exhibit 3.1).

As part of the evaluation criteria for approving a service plan, the BoCC shall also find the proposed special district is capable of providing economical and sufficient service and will have the financial ability to discharge the proposed indebtedness on a reasonable basis. According to the financial plan submitted with the application, the estimated costs of the required public improvements total approximately One Million Seven Hundred Eighty-Six Thousand One Hundred and Four Dollars (\$1,786,104); however, actual costs of the improvement will vary based on specific construction requirements and timing of construction. Per the Plan, the District anticipates issuing approximately Two Million One Hundred Ninety-Seven Thousand Dollars (\$2,197,000) of debt through low-interest loans and/or grants to finance the required improvements. Per Section 32-1-1000 (1) of the Colorado Revised Statutes, the District may rely upon various revenue sources authorized by law including, but not limited to, public improvement fee (PIF), ad valorem property taxes and powers to assess fees, rates, tolls, penalties, or charges. The financial plan, submitted with the application, show a proposed mill levy of 70 to imposed as the District Debt Mill Levy. The District will also require operating funds for administration as well as the cost for improvements to be constructed and maintained, which is anticipated to be derived from revenues of the District. Overall, the maximum mill debt levy proposed in the financial plan is 91 mills.

All proposed development and activities in the metropolitan district are required to conform to all applicable zoning, subdivision, building codes, land use regulations, and other applicable ordinances, laws, rules and regulations. This is to ensure that the facility and service standards of the district conform to the County's standards and regulations.

Below is a summary of the proposed Metropolitan District and the need for it:

Project basics:

- Creation of the District is necessary to facilitate construction and maintenance of public infrastructure. Specifically, the existing well system requires significant upgrades to remain a sustainable source of water supply to the subdivision. The improvements are also needed to comply with the Colorado Department of Public Health and Environment regulations for public water systems.

Overall Development:

- 143 acres, including residential lots and designated drainage outlots
- 53 existing single-family residential dwellings

Assessed Valuation:

- Currently assessed value of district boundaries is \$1,746,350.
- Current population within the district boundaries is estimated to be 156 persons.

General Description of facilities:

- Improvements expected to include: potable and non-potable water distribution and transmission systems, and drainage facilities.

Financing Structure:

- Total estimated cost of public improvements: \$1,786,104
- Maximum debt limitation: \$2,500,000
- Maximum mill levy for payment of general obligation debt: 91 mills
- Maximum interest rate: Market rate at the time debt is issued
- Proposed length of bonds: 30 years
- The District may rely upon various revenue sources authorized by law including the power to assess fees, rates, public improvement fee (PIF), ad valorem property taxes, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S.

Future Land Use Designation

The existing development area is designated as Estate Residential in the County's future land use map. Per Chapter 5 of the Adams County Comprehensive Plan, Estate Residential areas are intended to provide single-family housing at lower densities, typically no greater than one unit per acre, and compatible uses such as schools and parks. The subject request to provide services to an existing residential estate development conforms to goals of the Comprehensive Plan and future land use designation.

Site Characteristic:

Approximately 143 acres of land are within the proposed district service area. The service area is currently developed with single-family dwellings on approximately 2.5 acre lots.

Surrounding Zoning Designations and Existing Use Activity:

Northwest R-E Residential	North Planned Unit Development Residential	Northeast Planned Unit Development Residential
West Planned Unit Development Institutional	Subject Property A-1 Residential	East PUD (Midtown) Vacant
Southwest A-1 Residential	South A-1 Residential	Southeast A-1 Vacant

Compatibility with the Surrounding Land Uses:

The existing single family residential subdivision is consistent with the surrounding area. Creating a metropolitan district to provide financing to construct and maintain required public improvements aligns with the continuous use of the property and need for service provision to support the development.

Referral Agency Comments:

Brighton Fire Rescue District, CDOT, and the Colorado Division of Water Resources reviewed the proposed service plan and had no concerns.

County Agency Comments:

Adams County Finance Department reviewed the proposed service plan and expressed concerns with the financial plan. Specifically, the concerns were about the proposed maximum mill levy of 91 mills. The Finance Department stated that the proposed mill levy is high and may impact the market values of properties in the service area and could result in higher taxes than those of similar properties in the immediate vicinity of the development.

The applicant responded to the Finance Department's concerns and stated that the size of the development and property values of the development are proportional to the proposed mill levy. The levy is also necessary to discharge the debt required to finance the infrastructure improvements. In addition, the District intends to obtain low-interest financing or grants to reduce the need for general obligation debt. The property owners in the subdivision will also be required to pay for associated costs for the infrastructure improvements through several mechanisms, such as taxes spread over an average of 30 years that are tax-deductible, monthly fees imposed by the District, or one-time assessments imposed by the HOA on properties.

Planning Commission (PC) Update:

The Planning Commission (PC) considered this case on August 9, 2018 and recommended approval of the request in a 7-0 vote. At the hearing, the PC asked the applicant to explain their public outreach to the community and the elections process required for establishing the metropolitan district. The PC also asked the applicant to further explain the cost analysis leading to the final determination to create the metropolitan district to provide the needed infrastructure improvement, instead of joining an existing public water utility district. The applicant informed the PC that the community has been engaged in the application process and are aware of the proposed metropolitan district. In addition, the community will be engaged through the next required steps, which include general elections for the establishment of the district. The elections are scheduled to occur in November. The applicant also informed the PC that they discussed various alternatives to the creating of a metropolitan district, including joining existing water supply districts. However, all those alternative were cost prohibitive and at the recommendation of their hired consultant determined the creating their own district was the most feasible alternative to continue to provide water and other infrastructure needs to the subdivision.

No one spoke during the public testimony request; however, on August 27, 2018, staff received a letter from a property owner in the subdivision requesting exclusion from the proposed district (See Exhibit 5.1). Per Section 32-1-203(3.5) of the Colorado Revised Statutes, “[a]ny person owning property in the proposed special district who requests that his or her property be excluded from the special district shall submit the request to the Board of County Commissioners no later than ten days prior” to the hearing for the service plan.

On September 6, 2018, the applicant responded to the property owner’s request to be excluded from the metropolitan district and provided evidence to not exclude any lot in the submission from the proposed metropolitan district (See exhibit 3.2). Staff reviewed the responses and recommends the Board of County Commissioners to not exclude any lot from the metropolitan district.

PC and Staff Recommendations:

Based upon the application, the criteria and review process for creating special districts outlined in chapter 10 of the Adams County Development Standards and Regulations, staff recommends Approval of the request with 9 findings-of-fact.

FINDINGS OF FACT

1. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District
2. The existing service in the area to be served is inadequate for present and projected needs.
3. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.
4. The area to be included in the proposed Special District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, or will not be, available to the area through the County, other existing municipal or quasi-municipal corporations, including existing Special Districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each county within which the proposed District is to be located and each municipality which is an interested party under C.R.S. Section 32-1-204 (1).
7. The proposal is in compliance with a master plan adopted pursuant to C.R.S. Section 30-28-106.
8. The proposal is in compliance with all duly adopted county, regional, or state long-range water quality management plan for the area.
9. The creation of the proposed District will be in the best interest of the area proposed to be served.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Brighton Fire District

Colorado Division of Water Resources

CDOT

Notified but not Responding / Considered a Favorable Response:

Brighton School District

City of Brighton

City of Thornton

Centurylink

Comcast

Eagle Shadow Metropolitan District

Heritage Todd Creek Metropolitan District

North Metro Fire District

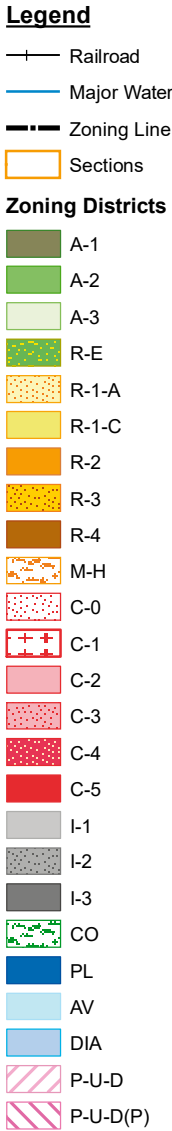
RTD

Metro Wastewater Reclamation

Riverdale Peaks Metropolitan District

Todd Creek Village Metropolitan District

Todd Creek Village Metropolitan District #2



Creekside South Estates Metropolitan District

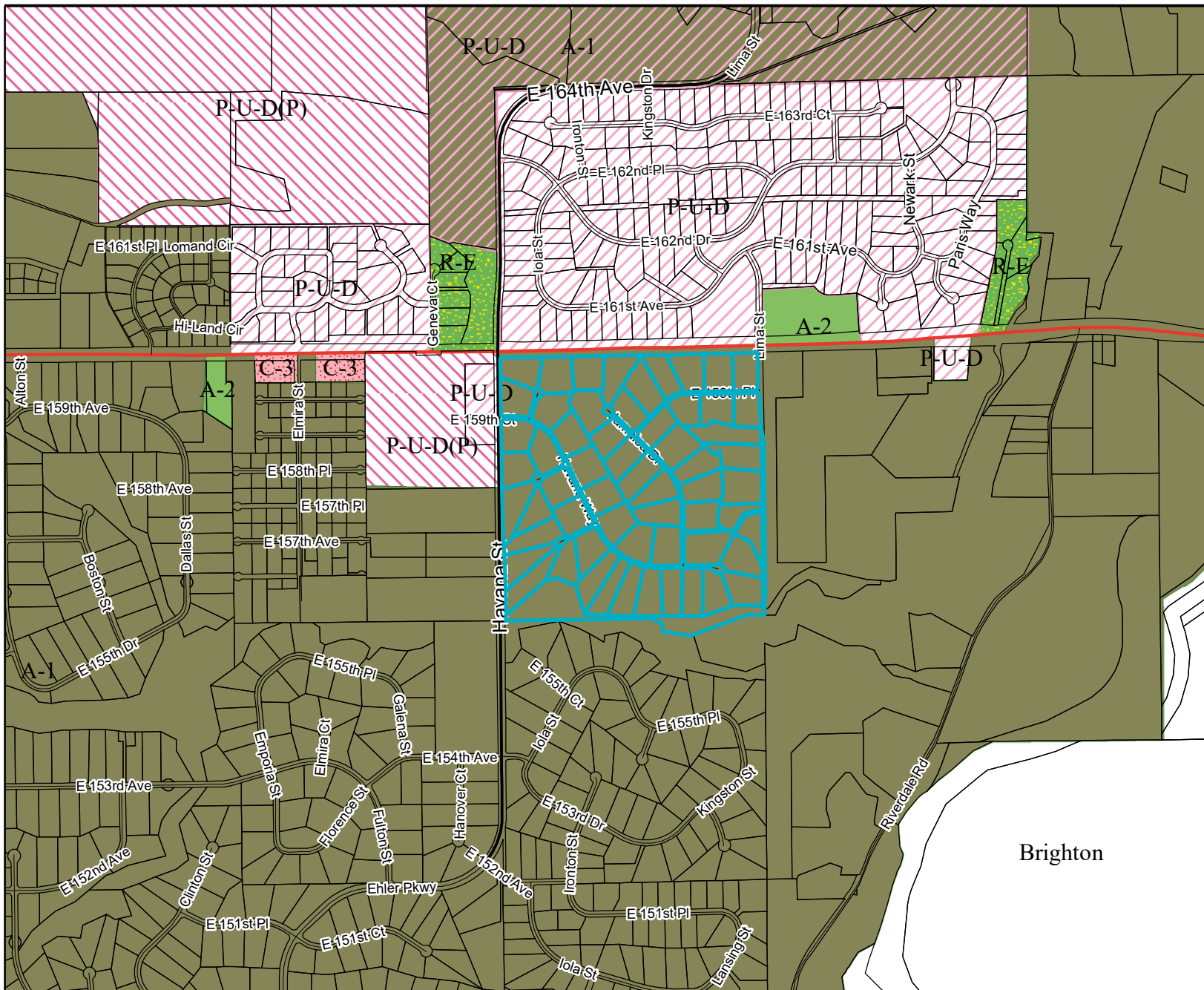


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ADAMS COUNTY
COLORADO

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



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

PLN2018-00020

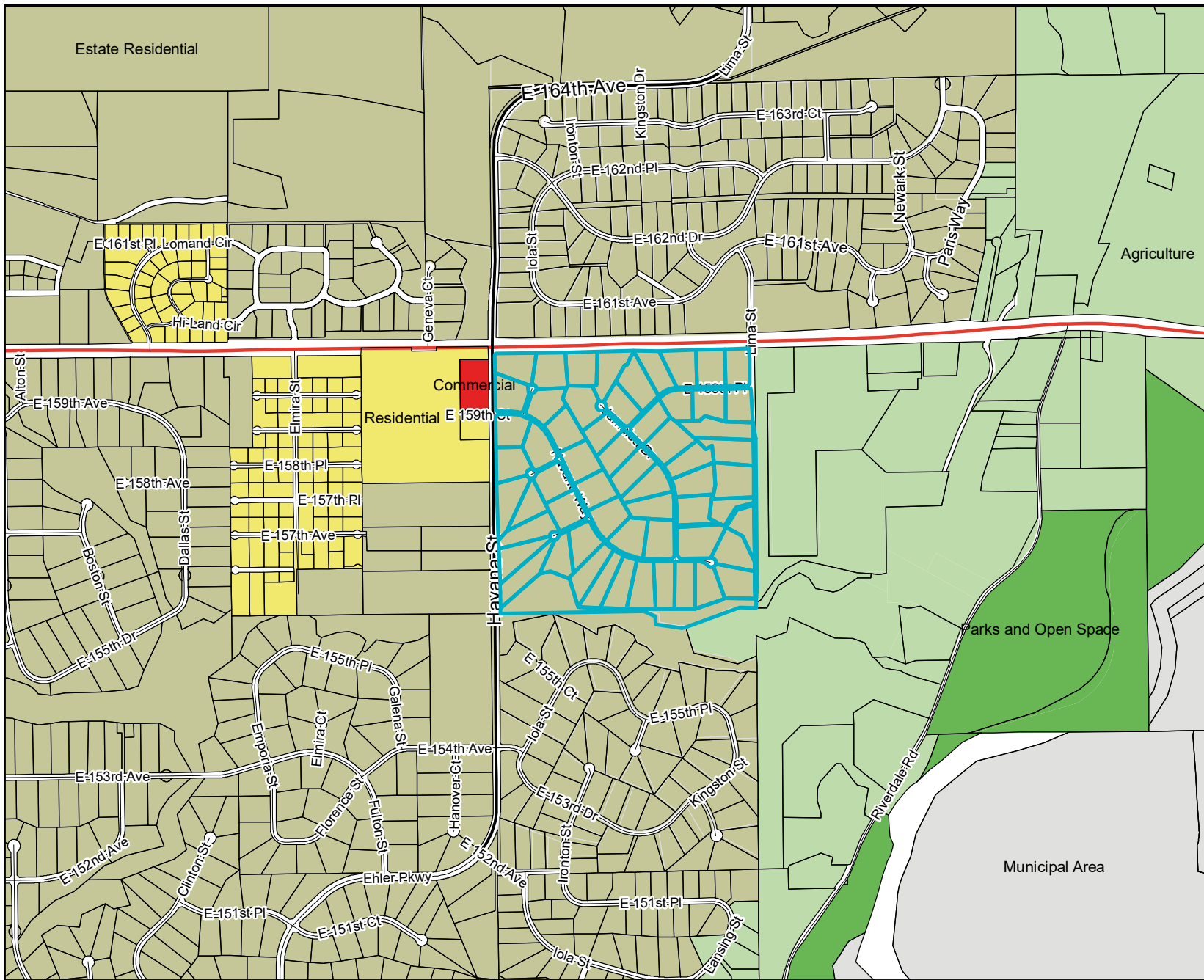
Creekside South Estates Metropolitan District



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Zoning Districts

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

PLN2018-00020

Creekside South Estates Metropolitan District



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ADAMS COUNTY
COLORADO

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SERVICE PLAN

FOR

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

ADAMS COUNTY, COLORADO

Prepared By
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Revised Submittal Date: July 6, 2018

Approved: _____, 2018

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- EXHIBIT A Legal Description
- EXHIBIT B District Boundary Map
- EXHIBIT C-1 Vicinity and 3-Mile Radius Maps
- EXHIBIT C-2 Proposed Services
- EXHIBIT D Cost Estimates
- EXHIBIT E Preliminary Engineering Survey and Location of Public Improvements
- EXHIBIT F Pro-Forma Financial Plan
- EXHIBIT G List of Property Owners and Adjacent Owners
- EXHIBIT H Mill Levies of Overlapping Entities

I. INTRODUCTION

A. Purpose and Intent.

The Creekside South Estates Metropolitan District (the “District”) is an independent unit of local government, separate and distinct from the County, and except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the County only insofar as such activities may deviate in a material way from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements necessary and appropriate for the development of properties within the District Boundaries. The Public Improvements will be constructed for the use and benefit of the public, generally and those residents and property owners within the District Boundaries, specifically. The primary purposes of the District will be: 1) to finance the construction of Public Improvements; 2) to operate and maintain such Public Improvements that are not otherwise dedicated or conveyed to the County or other governmental entities; and 3) to provide covenant enforcement and design review services within the District Boundaries.

The District is expected to manage and oversee the permitted District Activities, and to collect property taxes and other legally available revenues sufficient for the debt service requirements of Debt issued to cover the costs associated with financing, acquisition and/or construction of the Public Improvements.

B. Need for District

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Organizers and Consultants

This Service Plan has been prepared by the following:

Organizers

Creekside South Estates Homeowners
Association, Inc.
c/o Stan Martin
2154 South Holly Street
Denver, CO 80222

District’s Legal Counsel

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(303) 764-5759
zbishop@dadco.com

Engineer

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Bradley A. Simons, PE
7262 South Garrison Court
Littleton, CO 80128
(720) 234-8398
bradley.a.simons@gmail.com

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Alternative Service Provider: means any other any other governmental service provider with jurisdiction over the Public Improvements.

Board: means the board of directors of the District.

Board of County Commissioners: means the Board of County Commissioners of Adams County, Colorado.

County: means Adams County, Colorado.

Cost Estimates: means the preliminary estimated cost of the Public Improvements, as represented in **Exhibit D**.

Debt: means general obligation bonds or other financial obligations issued by the District, which are not subject to annual appropriation, the repayment of which the District has promised to impose, collect and pledge an *ad valorem* property tax mill levy.

Debt Limitation: means the maximum amount of Debt that the District may issue. If a present value savings can be shown, increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall not count towards the Debt Limitation. The Debt Limitation may be increased pursuant to a future intergovernmental agreement with the County.

District Activities: means any and all functions undertaken by the District in accordance with this Service Plan and as permitted under applicable law in order to effectuate the purposes for which the District is organized.

District: means the Creekside South Estates Metropolitan District, a quasi-municipal corporation and political subdivision of the State.

District Boundaries: means the current boundaries of the District as described in **Exhibit A**, as may be amended from time to time as the same is permitted hereunder.

District Boundary Map: means the map attached hereto as **Exhibit B** depicting the current boundaries of the District.

Fees: means any fee, rate, toll, penalty or other charge imposed by the District and permitted by applicable law for services, programs, improvements, facilities, capital costs or operations costs provided by the District, or the payment of Debt, which may be adjusted by the District to account for annual budgetary needs.

Financial Plan: has the meaning assigned to such term in Section VI.A of this Service Plan. In addition, Section VI of this Service Plan describes the following to be considered with other revenues identified in this Service Plan: 1) how the Public Improvements are to be financed; 2) how the Debt is expected to be incurred; 3) the estimated operating revenue derived from Fees or taxes for the first budget year; and 4) proposed sources of revenue and projected expenses of the District.

HOA: means, the Creekside South Estates Homeowners' Association, Inc., a Colorado non-profit corporation, and its affiliates, successors or assigns.

Maximum Debt Mill Levy: means a mill levy for payment of Debt which exceeds 50% of the District's assessed valuation, which mill levy is not to exceed a total of ninety-one (91.000) mills imposed upon the taxable property of the District, as adjusted and more particularly described pursuant to Section VI.C, *infra*.

Maximum Net Effective Interest Rate: means the maximum net effective interest rate applicable to any issuance of Debt, which is 18% under this Service Plan.

Maximum Underwriting Discount: means the maximum underwriter's discount applicable to any issuance of Debt, which is 3% under this Service Plan.

Preliminary Engineering Survey: means that map shown in **Exhibit E**, which depicts all existing infrastructure and planned Public Improvements for the District.

Pro-Forma Financial Plan: means the pro-forma financial plan attached as **Exhibit F** hereto.

Public Improvements: means a part or all of the public improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, operated, maintained and/or financed, including necessary and appropriate landscaping, appurtenances and acquisition of real property to effect such improvements, as generally described in the Preliminary Engineering Survey, and as are necessary to serve the present and future taxpayers and inhabitants of the District Boundaries, as determined by the Board.

Service Plan: means this service plan for the District approved by the Board of County Commissioners, as may be amended or modified from time to time.

Service Plan Amendment: means an amendment to the Service Plan approved by the Board of County Commissioners in accordance with the County's policies and the applicable State law.

Services Proposed: means those services proposed to be provided by the District, as described in **Exhibit C-2**.

Special District Act: means Sections 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

TABOR: means Article X Section 20 of the Colorado Constitution, as the same may be amended from time to time.

Vicinity and 3-Mile Radius Maps: means the maps showing the general vicinity of the District within the County and the relative location of other existing special districts located within 3 miles of the District Boundaries, as represented in **Exhibit C-1**.

III. BOUNDARIES

The area within the District Boundaries includes approximately 143.112 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit B**. Vicinity and 3-Mile Radius Maps are attached hereto as **Exhibit C-1**.

IV. PROPOSED LAND USE/POPULATION PROJECTION/ASSESSED VALUATION

The property located within the District Boundaries is fully built-out at this time and consists of fifty-three (53) single-family residences and encompasses 143.112 acres. The current assessed valuation of the District Boundaries is \$1,746,350 as of January 1, 2017. The population contained within the District Boundaries is currently estimated to be approximately one hundred and fifty-six (156) persons, based on an average of 2.93 persons per residential unit. Listings of the property owners located within the District Boundaries and those property owners located directly adjacent to the District Boundaries, as provided by the Adams County Assessor on May 22, 2018, are attached hereto as **Exhibit G**.

Approval of this Service Plan by the County does not imply approval of the development of a specific area within the District Boundaries nor of any of the Public Improvements.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. General Powers of the District/District Services.

The District shall have the power and authority to acquire, construct, install, finance and operate and maintain the Public Improvements within and without the District Boundaries and undertake related District Activities within the District Boundaries, as such power and authority is described in the Special District Act, other applicable statutes, the common law and the State Constitution, subject to the limitations set forth in this Service Plan. Further, the District shall have the power to provide any and all services necessary or incidental to the provision of the Public Improvements.

1. Storm Drainage. The District shall have the power and authority to provide for the design, acquisition, installation, construction, financing, operation, and maintenance of storm sewers, flood and surface drainage improvements including, but not limited to, culverts, dams, retaining walls, access ways inlets, detention ponds and paving, roadside swales and curb and gutter, and all necessary or proper equipment and appurtenances incident thereto, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

2. Water. The District shall have the power and authority to provide for the design, acquisition, installation, construction, financing, operation and maintenance of a complete potable water and non-potable irrigation and water system, including, but not limited to, water rights, water supply, transmission and distribution systems for domestic and other public or private purposes, together with all necessary and proper water rights, equipment and appurtenances incident thereto which may include, but shall not be limited to, transmission lines, distribution mains and laterals, storage facilities, land and easements, together with extensions of and improvements to said systems.

3. Covenant Enforcement. The District shall have the power and authority to provide covenant enforcement and design review services within the District.

If, after the Service Plan is approved, the State Legislature includes additional powers or grants new or broader powers for Title 32 districts by amendment of the Special District Act, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to or exercised by the District and shall not constitute a material modification of this Service Plan by the District.

The District shall be authorized to fund the District Activities from the proceeds of Debt to be issued by the District, and from other legally available revenues, including Fees. The District will construct the Public Improvements in compliance with the County's standards and requirements. The scope and specific Public Improvements that may be undertaken by the District shall be determined in the discretion of the Board, subject to the requirements of the County and other applicable service providers, and are anticipated to include those Public Improvements as generally set forth in **Exhibit D**.

B. Limitations of the District Powers and Service Plan Amendment.

1. Operation and Maintenance Limitation

Unless otherwise required by separate intergovernmental agreement with the County or an Alternative Service Provider, it is anticipated that the District shall own some or all of the Public Improvements and operate and maintain the same from any legally-available revenues of the District. In the event that certain of the Public Improvements are for any reason conveyed to the County or an Alternative Service Provider, to the extent that the District possesses sufficient property interests to do so, the District shall dedicate such Public Improvements to the County or such Alternative Service Provider, as appropriate. Notwithstanding the foregoing, the District shall be permitted to own, operate and maintain the storm drainage and water facilities and improvements contemplated herein without the requirement of any separate agreement.

The District is anticipated to be responsible for the ongoing operation and maintenance of potable and non-potable water transmission and distribution facilities within the District Boundaries. The District is also anticipated to be responsible for the operation and maintenance of certain storm drainage improvements, including detention ponds, within the District Boundaries, as well as be responsible for eventually taking over covenant enforcement and design review responsibilities from the HOA. The budget(s) adopted by the District will authorize expenditures from District revenues for the District's administration and the operation and maintenance of the Public Improvements not otherwise conveyed to the County or an Alternative Service Provider. In addition to property taxes, and in order to offset the expenses of the anticipated operations and maintenance costs, the District may also rely upon various other revenue sources authorized by law, which may include, without limitation, Fees. Any Fees imposed by the District shall be reasonably related to the District Activities provided by the District that such Fees fund.

2. Construction Standards Limitation. Construction of all Public Improvements shall be subject to applicable ordinances, codes and regulations of the County, as well as the applicable ordinances, codes and regulations of any other governmental service provider with jurisdiction over the Public Improvements. The District will ensure that the Public Improvements to be dedicated or maintained by the District are designed and constructed in accordance with the standards and specifications of the County, as well as the applicable standards of other governmental entities with jurisdiction over the specific Public Improvements. The District will obtain approval of civil engineering plans and permits for construction and installation of Public Improvements from the County or other governmental entity with jurisdiction, as appropriate.

3. Inclusion and Exclusion Limitation. The District shall be permitted to undertake inclusions and exclusions at its discretion and without further amendment to this Service Plan, so long as such inclusions are in accordance with the Special District Act. Notice of any such boundary adjustment shall be provided to the County pursuant to the requirements of the annual report required herein under Section VII. The County shall not be required to take any action to facilitate such boundary adjustments or obligations with respect to the same.

4. Debt Limitation. The District's Debt Limitation shall be Two Million Five Hundred Thousand Dollars (\$2,500,000). The obligations of the District set forth in any agreements concerning the funding and/or operations of the Public Improvements and District Activities, for which voter approval will be obtained to the extent required by law, shall not count against the Debt Limitation. Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall also not count against the Debt Limitation if a present value savings can be shown.

5. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for amendments. Actions of the District that constitute material modifications to this Service Plan under the Special District Act shall entitle the County to all remedies available under applicable State and local law to enjoin such actions. Any violation of the Debt Limitation or the Maximum Debt Mill Levy without County approval, as set forth herein, shall constitute a material modification of this Service Plan and shall require an

amendment to the Service Plan.

6. Overlapping Districts. The District Boundaries do not overlap with any other special districts providing similar services as those being proposed by the District. A listing of the mill levies of governmental entities that overlap with the District Boundaries, as of January 1, 2018, is attached hereto as **Exhibit H**.

C. Preliminary Engineering Survey/Site Plan.

A preliminary engineering survey setting forth the anticipated scope of Public Improvements and the initial estimated costs of the Public Improvements, which may be provided by or through the District is attached hereto as **Exhibit E**. The estimated costs of the Public Improvements total approximately One Million Seven Hundred Eighty-Six Thousand One Hundred Four Dollars (\$1,786,104). Actual Public Improvements costs will vary based in part upon the specific requirements and timing related to construction of the Public Improvements. Final planning and design of Public Improvements will depend upon the specific design specifications and plans adopted at the time of construction, and, therefore, the estimates and proposed scope presented herein are conceptual in nature. All Public Improvements will be designed in such a way as to assure that the facility and service standards will be compatible with those of the County and of other municipalities and special districts and any future subdivision improvement agreements which may be affected thereby.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the District Activities from the proceeds of Debt to be issued by the District and from other legally available revenues, including grants and Fees. The plan of finance for the District shall be to issue, from time to time, such Debt as the District can reasonably pay from legally available revenues of the District (the "Financial Plan"), based upon the generation of the revenue sources depicted in the pro-forma financial plan, attached hereto as **Exhibit F** (the "Pro-Forma Financial Plan"). The Pro-Forma Financial Plan sets forth a projection currently associated with development within the District Boundaries. Timing associated with issuance of any permitted Debt shall be based upon the valuation of property located within the District Boundaries and shall take into account variables such as levels of interest rate, the interests and needs of the taxpayers and residents within the Service Plan, all within the reasonable determination of the Board. As a consequence, Debt that the District issues may be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan, and may be phased to best serve the District's residents and taxpayers. The Pro-Forma Financial Plan provides an illustration of how the Public Improvements and other services of the District may be financed; however, the final terms of Debt financing are likely to be different and shall be determined by the District, subject to the key limiting parameters established within this Service Plan. Further, the Public Improvements may be financed in whole or in part by low-interest loans and/or grant proceeds received by the District. As further described in the Pro-Forma Financial Plan, the District anticipates issuing approximately Two Million One Hundred Ninety-Seven Thousand Dollars (\$2,197,000) of Debt.

The actual amount of Debt may increase or decrease, depending upon the timing with respect to actual home property values and, ultimately, actual assessed value that is established within the District. Notwithstanding, the District shall not be permitted to issue Debt in excess of the Debt Limitation, and Debt which exceeds 50% of the District's assessed valuation shall be subject to the Maximum Debt Mill Levy established hereunder.

The District anticipates that it will be necessary to impose a debt service mill levy of approximately seventy (70.000) mills upon all taxable property of the District. Notwithstanding, mill levies may be certified by the District as necessary to cover debt service requirements, subject to the limitations of the Maximum Debt Mill Levy. The District will use its best efforts to keep the debt service mill levy as low as possible and, if possible or where appropriate, consider temporarily reducing the debt service mill levy if revenues are over-collected and not otherwise required pursuant to agreements pursuant to which Debt is issued.

B. Maximum Net Effective Interest Rate/Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued, but not to exceed the Maximum Net Effective Interest Rate. The underwriting discount on any Debt shall not exceed the Maximum Underwriting Discount. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then-applicable to the issuance of public securities. Interest rates and Debt terms will ultimately be determined within the limitations of this Service Plan, as well as the amounts and timing of Debt issuance.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" authorized herein shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt which exceeds 50% of the District's assessed valuation, and shall be determined as follows: the Maximum Debt Mill Levy for payment of Debt which exceeds 50% of the District's assessed valuation shall be ninety-one (91.000) mills; provided that if, on or after January 1, 2018, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. The number of mills which equal the Maximum Debt Mill Levy is intended to adjust from time to time upon the occurrence of the changes described in this paragraph.

For the portion of any Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate. For purposes of the foregoing, once Debt has been determined to be equal to or less than fifty percent (50%) of the District's assessed valuation, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, inclusive of refundings of the same, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., as amended, and all other requirements of applicable State law.

D. Debt Repayment Sources.

The District may rely upon various revenue sources authorized by law including, but not limited to, *ad valorem* property taxes, Fees and grants. The District shall have the authority to pledge revenue from its Fees to the repayment of Debt.

E. Security for Debt.

The District shall not pledge any revenue or property of the County as security for the Debt authorized in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the County of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the County in the event of default by the District in the payment of any such obligation.

F. District's Operating Costs.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are included within assumptions contained in the Pro-Forma Financial Plan and are anticipated to be funded with any revenues legally available to the District, including Fees and property taxes.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be One Hundred Fifty Thousand Dollars (\$150,000), which is anticipated to be derived from available revenues of the District.

The District will use its best efforts to keep the operations and maintenance mill levy as low as possible and, if possible or where appropriate, consider temporarily reducing the operations and maintenance mill levy if revenues are over-collected and not otherwise required to meet the District's needs.

G. Debt Instrument Disclosure Requirement.

Debt instruments shall be required to include the following statement: “The [debt instrument] does not constitute a debt, financial obligation or liability of the County, and the County is not liable for payment of the principal of, premium if any, and interest on the [debt instrument]”.

VII. ANNUAL REPORT

The District shall be responsible for submitting an annual report to the County pursuant to Section 32-1-207(3)(c), C.R.S., by June 1 of each year.

VIII. CONSOLIDATION/DISSOLUTION

The consolidation of the District with any other special district shall be subject to the approval of the County. The District will take all action necessary to dissolve pursuant to Sections 32-1-701, *et seq.*, C.R.S., as amended from time to time, at such time as it does not need to remain in existence to discharge its financial obligations or perform its services.

IX. INTERGOVERNMENTAL AGREEMENTS

Although none are anticipated at this time, the District may enter into one or more intergovernmental agreements with other governmental entities as may be necessary or appropriate for the District to provide District Activities.

X. ELECTION OF BOARD OF DIRECTORS

The Board of Directors of the District is anticipated to have up to five (5) directors. The initial Board of Directors will be elected from a pool of eligible electors at an organizational election held as soon after approval of this Service Plan as practicable. At the organizational election, up to three (3) directors may be elected to serve an initial term of four (4) years, and up to two (2) directors may be elected to serve an initial term of two (2) years. Thereafter, pursuant to Section 1-13.5-111, C.R.S., as amended, the District shall hold regular elections pursuant to applicable Colorado law. At such regular elections, directors may be elected to any term of office available for election at such election.

XI. CONCLUSION

It is submitted that this Service Plan, as required by Section 32-1-203(2) and Section 32-1-203(2.5), C.R.S., as amended, establishes that:


- A. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- B. The existing service in the area to be served by the District is inadequate for present and projected needs;

- C. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- D. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
- E. Adequate service is not, and will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
- F. The facility and service standards of the District are compatible with the facility and service standards of each county within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
- G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to Section 30-28-106, C.R.S.
- H. The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.
- I. The creation of the District is in the best interests of the area proposed to be served.

Therefore, it is hereby respectfully requested that the Board of County Commissioners, which has jurisdiction to approve this Service Plan by virtue of Section 32-1-203(2), C.R.S., as amended, adopt a resolution, which approves this "Service Plan for the Creekside South Estates Metropolitan District" as submitted.

Respectfully submitted this 6th day of July, 2018.

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



Jennifer Gruber Tanaka, Esq.
Attorney for the Petitioners

EXHIBIT A

Legal Description

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

BEING A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11, A 3 ¼" ALUMINUM CAP, LS 28056, AND THENCE SOUTH 68°17'57" WEST FOR 85.89 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45°48'13" EAST ON THE NORTHEAST LINE OF LOT 10, BLOCK 1 OF CREEKSIDE ESTATES - FIRST FILING, FILE 17, MAP 444, RECEPTION #1995030110214, FOR 28.06 FEET;

THENCE SOUTH 00°20'53" EAST ON THE EAST LINE OF SAID LOT 10, BLOCK 1 FOR 320.00 FEET;

THENCE CONTINUING SOUTH 00°20'53" EAST FOR 100.00 FEET TO THE EAST LINE OF LOT 1, BLOCK 2 OF CREEKSIDE ESTATES - FIRST FILING;

THENCE SOUTH 07°52'42" EAST ON THE EAST LINE OF SAID LOT 1, BLOCK 2 FOR 341.99 FEET;

THENCE CONTINUING SOUTH 07°52'42" EAST FOR 115.83 FEET, ON THE NORTHERLY LINE OF LOTS 5 AND 6 OF CREEKSIDE OUTLOT SUBDIVISION FILE 17, MAP 477, RECEPTION #CO138738, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE SOUTH 00°20'53" EAST ON SAID EAST LINE FOR 1532.96 FEET TO THE NORTHEAST CORNER OF OUTLOT 20, CREEKSIDE ESTATES - THIRD FILING;

THENCE THE FOLLOWING EIGHT COURSES ON THE PERIMETER OF OUTLOT 20, CREEKSIDE ESTATES - THIRD FILING:

1. THENCE CONTINUING SOUTH 00°20'53" EAST ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 FOR 180.00 FEET TO THE CENTER OF SAID SECTION 11;

2. THENCE SOUTH 00°21'09" EAST ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, FOR 4.08 FEET;

3. NORTH 88°17'09" WEST FOR 163.80 FEET;

4. SOUTH 70°15'21" WEST FOR 580.99 FEET;

5. NORTH 82°00'00" WEST FOR 275.00 FEET;

6. NORTH 02°00'00" WEST FOR 80.00 FEET;

7. NORTH 65°45'00" WEST FOR 127.54 FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;

8. SOUTH 88°42'31" WEST ON SAID SOUTH LINE FOR 1485.02 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 20;

THENCE NORTH 00°26'16" WEST ON THE WEST LINE OF SAID OUTLOT 20, AND THE WEST LINE OF LOTS 17, 18, AND 19, BLOCK 1 OF CREEKSIDE ESTATES - THIRD FILING, FOR 714.89 FEET;

THENCE CONTINUING NORTH 00°26'16" WEST ON THE WEST LINE OF LOTS 1, 3, AND 4, BLOCK 2 OF CREEKSIDE ESTATES - SECOND FILING, FILE 17, MAP 483, RECEPTION #1996030141029, FOR 1258.68 FEET;

THENCE CONTINUING NORTH 00°26'16" WEST FOR 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF CREEKSIDE ESTATES - SECOND FILING;

THENCE CONTINUING NORTH 00°26'16" WEST ON THE WEST LINE OF SAID LOT 1 AND LOT 2, BLOCK 1 OF CREEKSIDE ESTATES - SECOND FILING, FOR 515.57 FEET;

THENCE NORTH 44°09'06" EAST ON THE NORTHWEST LINE OF SAID LOT 2, BLOCK 1 FOR 28.49 FEET;

THENCE NORTH 88°44'28" EAST ON THE NORTH LINE OF SAID LOT 2 AND LOT 3, BLOCK 1 OF CREEKSIDE ESTATES - SECOND FILING, FOR 665.55 FEET;

THENCE SOUTH 04°27'55" EAST ON THE EAST LINE OF SAID LOT 3, BLOCK 1 FOR 331.21 FEET;

THENCE SOUTH 87°45'58" EAST ON THE NORTH LINE OF LOTS 3 AND 4, BLOCK 1 OF CREEKSIDE ESTATES - FIRST FILING, FOR 307.85 FEET;

THENCE NORTH 00°00'00" EAST ON THE WEST LINE OF SAID LOT 4, BLOCK 1 FOR 349.53 FEET;

THENCE NORTH 88°44'28" EAST ON THE NORTH LINE OF SAID LOT 4, BLOCK 1 AND THE NORTH LINE OF LOTS 7, 8, 9, AND 10, BLOCK 1 OF CREEKSIDE ESTATES - FIRST FILING, FOR 1492.26 FEET, TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING ROADS LYING WITHIN THE ABOVE DESCRIBED PERIMETER:

1. E 159TH PLACE
2. JAMAICA DRIVE
3. HAVANA WAY
4. E 157TH COURT
5. E 158TH COURT
6. HAVANA COURT

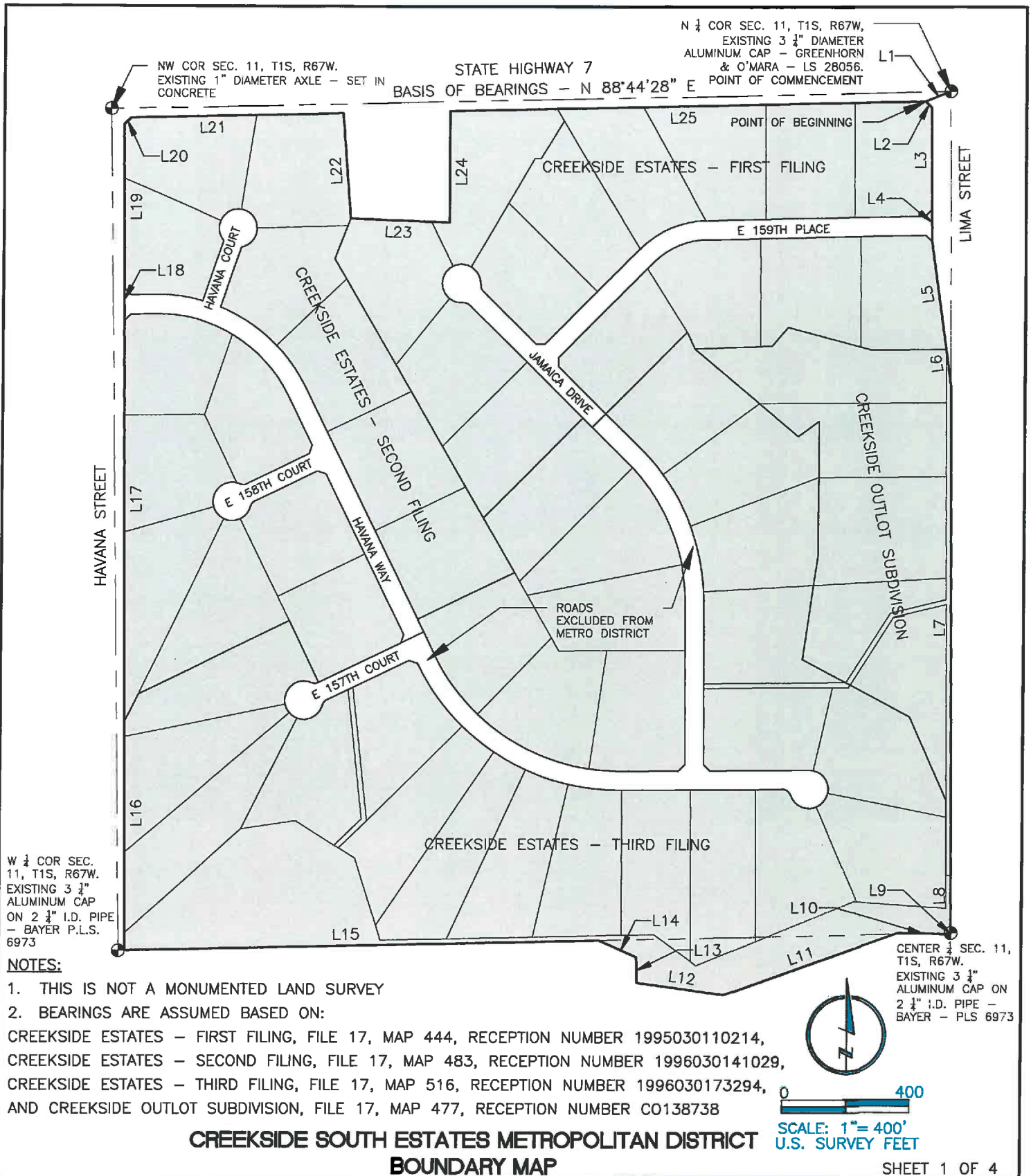
SAID PARCEL CONTAINS 143.112 ACRES, MORE OR LESS

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, IS ASSUMED TO BEAR NORTH 88°44'28" EAST. MONUMENTED AT THE NORTHWEST CORNER BY AN EXISTING AXLE IN CONCRETE, AND AT THE NORTH QUARTER CORNER BY A 3 ¼" ALUMINUM CAP, LS 28056, AS SHOWN ON THE PLAT OF CREEKSIDE ESTATES - FIRST FILING, FILE 17, MAP 44, RECORD #1995030110214.

EXHIBIT B

District Boundary Map



LAMP RYNEARSON
& ASSOCIATES

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Line Table		
Line #	Length	Direction
L1	85.89	S68° 17' 57"W
L2	28.06	S45° 48' 13"E
L3	320.00	S00° 20' 53"E
L4	100.00	S00° 20' 53"E
L5	341.99	S07° 52' 42"E
L6	115.83	S07° 52' 42"E
L7	1532.96	S00° 20' 53"E
L8	180.00	S00° 20' 53"E
L9	4.08	S00° 21' 09"E
L10	163.80	N88° 17' 09"W
L11	580.99	S70° 15' 21"W
L12	275.00	N82° 00' 00"W
L13	80.00	N02° 00' 00"W
L14	127.54	N65° 45' 00"W
L15	1485.02	S88° 42' 31"W
L16	714.89	N00° 26' 16"W
L17	1258.68	N00° 26' 16"W
L18	100.00	N00° 26' 16"W
L19	515.57	N00° 26' 20"W
L20	28.49	N44° 09' 06"E
L21	665.55	N88° 44' 28"E
L22	331.21	S04° 27' 55"E
L23	307.85	S87° 45' 58"E
L24	349.53	N00° 00' 00"E
L25	1492.26	N88° 44' 28"E

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
BOUNDARY MAP**

SHEET 2 OF 4



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05-17-2018

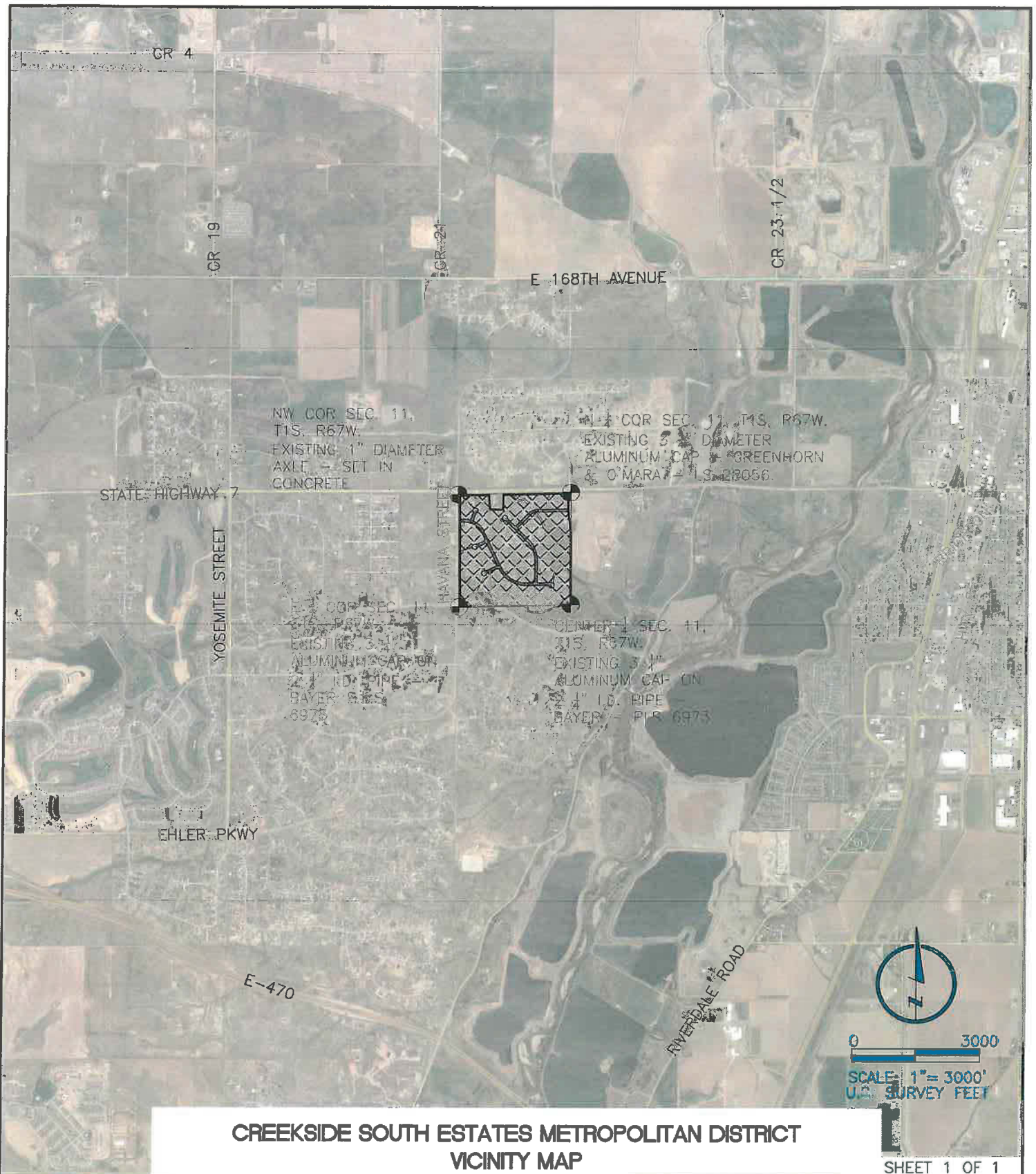
BOOK AND PAGE

REVISIONS

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EXHIBIT C-1

Vicinity Map and 3-Mile Radius Maps



**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
VICINITY MAP**

SHEET 1 OF 1

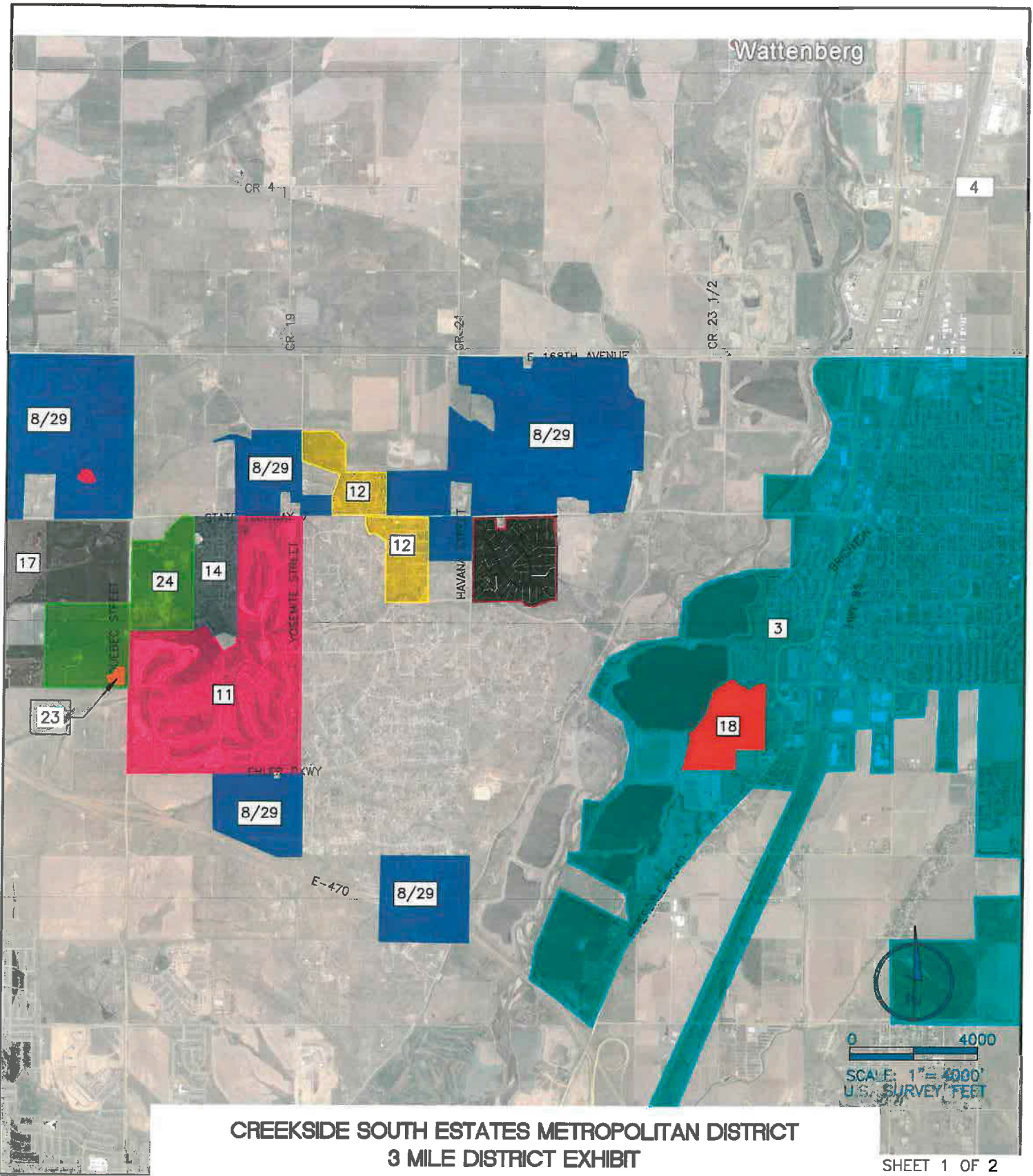


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CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

1. ADAMS COUNTY	-	(NON PLOTTABLE)
2. ADAMS EAST METROPOLITAN DISTRICT	-	(OFF MAP)
3. BRIGHTON		
4. BRIGHTON URBAN RENEWAL AUTHORITY	-	(NON PLOTTABLE)
5. CENTRAL COLO GROUND WATER SUBD	-	(NON PLOTTABLE)
6. CENTRAL COLO WATER CONSERV	-	(NON PLOTTABLE)
7. CENTRAL COLO WELL AUGMENTATION	-	(NON PLOTTABLE)
8. EAGLE SHADOW METRO DIST NO 1		
9. FIRE DISTRICT 6 GREATER BRIGHTON	-	(NON PLOTTABLE)
10. FIRE DISTRICT 6 IGA	-	(NON PLOTTABLE)
11. HERITAGE TODD CREEK METRO DISTRICT		
12. HI-LAND ACRES WATER & SAN		
13. HI-LAND ACRES WATER&SAN BOND	-	(NON PLOTTABLE)
14. LAKEVIEW ESTATES WATER		
15. NORTH HOLLY METRO DISTRICT	-	(NON PLOTTABLE)
16. NORTH METRO FIRE BOND(FKA FD1B)	-	(NON PLOTTABLE)
17. NORTH METRO FIRE RESCUE FKA FIRE DIST.1		
18. PLATTE RIVER RANCH SOUTH METRO		
19. RANGEVIEW LIBRARY DISTRICT	-	(NON PLOTTABLE)
20. RIVERDALE PEAKS II METRO DISTRICT	-	(NON PLOTTABLE)
21. RTD	-	(NON PLOTTABLE)
22. School District 27-Brighton	-	(NON PLOTTABLE)
23. TALON POINTE COORDINATING METRO		
24. TALON POINTE METRO DIST		
25. THE LAKES METRO DIST NO 2	-	(NON PLOTTABLE)
26. THORNTON	-	(NON PLOTTABLE)
27. TIMBERLEAF METRO	-	(NON PLOTTABLE)
28. TODD CREEK FARMS 2	-	(NON PLOTTABLE)
29. TODD CREEK VILLAGE METRO		
30. TODD CREEK VILLAGE PARK & REC DISTRICT		
31. URBAN DRAINAGE & FLOOD CONTROL	-	(NON PLOTTABLE)
32. URBAN DRAINAGE SOUTH PLATTE	-	(NON PLOTTABLE)

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT 3 MILE DISTRICT EXHIBIT

SHEET 2 OF 2



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EXHIBIT C-2

Proposed Services

The District proposes to provide the following services:

- **Ongoing Water Services** –The District proposes to provide water services with respect to the operation and maintenance of its potable and non-potable water distribution and transmission system within the District Boundaries.
- **Ongoing Storm Drainage Services** – The District proposes to provide storm drainage services with respect to the operation and maintenance of storm sewers, flood and surface drainage improvements including but not limited to, culverts, dams, retaining walls, access ways inlets, detention ponds and paving, roadside swales and curb and gutter within the District Boundaries. The District does not propose to provide storm drainage services with respect to any storm drainage improvements that are conveyed to the County or any other Alternative Service Provider.
- **Covenant Enforcement Services** –The District proposes to provide covenant enforcement and design review services within the District Boundaries in conformance with applicable State law.
- **Finance and Construction of Public Improvements** - The District proposes to provide for the financing and construction of all or a part of the Public Improvements described in **Exhibit D**.

EXHIBIT D

Cost Estimates



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ENGINEERS | SURVEYORS | PLANNERS

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**OPINION OF PROBABLE COST
For
CREEKSIDE SOUTH METROPOLITAN DISTRICT
INFRASTRUCTURE IMPROVEMENTS COST**

PN 0417020.01
2/26/2018
TDS

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GROUNDWATER WELLS AND TREATMENT

\$1,074,364

POTABLE WATER DISTRIBUTION

\$711,740

TOTAL OPINION OF CONSTRUCTION COST

\$1,786,104

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS



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& ASSOCIATES**
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**OPINION OF PROBABLE COST
For
CREEKSIDE SOUTH METROPOLITAN DISTRICT
INFRASTRUCTURE IMPROVEMENTS COST**

PN 0417045.02
2/26/2018
TDS

CLASSIFICATION	QUANTITY	UNIT	UNIT COST	CONST COSTS	ENG SOFT COSTS	CONST SOFT COSTS	CONTINGENCY	TOTAL
					10.0%	9.5%	10%	
GROUNDWATER WELLS AND TREATMENT								
Well - 1000' Total Depth	2	EA	\$250,000	\$500,000	\$50,000	\$47,500	\$55,000	\$652,500
Well Pump and 30 HP Motor	2	EA	\$13,200	\$26,400	\$2,640	\$2,508	\$2,904	\$34,452
Variable Frequency Drive	2	EA	\$10,000	\$20,000	\$2,000	\$1,900	\$2,200	\$26,100
Column Pipe	1,750	ft	\$15	\$26,250	\$2,625	\$2,494	\$2,888	\$34,256
Pitless Adapter	2	EA	\$11,850	\$23,700	\$2,370	\$2,252	\$2,607	\$30,929
Well Level Transducer and Cabling	2	EA	\$3,000	\$6,000	\$600	\$570	\$660	\$7,830
Well Airline	1,750	ft	\$0.50	\$875	\$88	\$83	\$96	\$1,142
3" PVC - Sch 40	1,785	ft	\$25	\$44,625	\$4,463	\$4,239	\$4,909	\$58,236
Precast Concrete Vault	1	EA	\$21,000	\$21,000	\$2,100	\$1,995	\$2,310	\$27,405
3" Mechanical Flow Meter	3	EA	\$720	\$2,160	\$216	\$205	\$238	\$2,819
Hypochlorite Dosing Pump	2	EA	\$567	\$1,133	\$113	\$108	\$125	\$1,479
Dosing Pump Control Module	2	EA	\$279	\$557	\$56	\$53	\$61	\$727
25,000 Gallon Storage Tank	1	EA	\$115,383	\$115,383	\$11,538	\$10,961	\$12,892	\$150,575
Tank Level Transducer & Transmitter	1	EA	\$2,077	\$2,077	\$208	\$197	\$228	\$2,710
Electrical I&C	1	EA	\$13,106	\$13,106	\$1,311	\$1,245	\$1,442	\$17,104
Water Rights Determination	1	EA	\$20,000	\$20,000	\$2,000	\$1,900	\$2,200	\$26,100
GROUNDWATER SUBTOTAL								\$1,074,364

POTABLE WATER DISTRIBUTION

8" PVC - C900	8,255	ft	\$60	\$495,300	\$49,530	\$47,054	\$54,483	\$646,367
7.5 HP Booster Pump and VFD	2	EA	\$4,866	\$9,732	\$973	\$925	\$1,071	\$12,700
Pressure Transducer	2	EA	\$237	\$474	\$47	\$45	\$52	\$619
Gate Valve	18	EA	\$1,500	\$27,000	\$2,700	\$2,565	\$2,970	\$35,235
Blowoff Valve	6	EA	\$2,000	\$12,000	\$1,200	\$1,140	\$1,320	\$15,660
Electrical I&C	1	EA	\$889	\$889	\$89	\$84	\$98	\$1,160
DRINKING WATER SUBTOTAL								\$711,740

TOTAL OPINION OF DEVELOPMENT COST

\$1,786,104

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

EXHIBIT E

Preliminary Engineering Survey and Location of Public Improvements

NW COR SEC. 11,
T1S, R67W.
EXISTING 1" DIAMETER
AXLE - SET IN
CONCRETE

N $\frac{1}{4}$ COR SEC. 11, T1S, R67W,
EXISTING 3 $\frac{1}{4}$ " DIAMETER
ALUMINUM CAP - GREENHORN
& O'MARA - LS 28056.

STATE HIGHWAY 7

CREEKSIDE ESTATES - FIRST FILING

E 159TH PLACE

HAVANA STREET

HAVANA COURT

CREEKSIDE ESTATES - SECOND FILING

E 158TH COURT

HAVANA WAY

JAMAICA DRIVE

CREEKSIDE OUTLOT SUBDIVISION

E 157TH COURT

CREEKSIDE ESTATES - THIRD FILING

E $\frac{1}{4}$ COR SEC. 11,
T1S, R67W.
EXISTING 3 $\frac{1}{4}$ "
ALUMINUM CAP ON
2 $\frac{1}{4}$ " I.D. PIPE -
BAYER P.L.S.
6973

CENTER $\frac{1}{4}$ SEC. 11,
T1S, R67W.
EXISTING 3 $\frac{1}{4}$ "
ALUMINUM CAP ON
2 $\frac{1}{4}$ " I.D. PIPE -
BAYER - PLS 6973



0 400

SCALE: 1" = 400'
U.S. SURVEY FEET

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT ROADWAY EXHIBIT

SHEET 1 OF 1

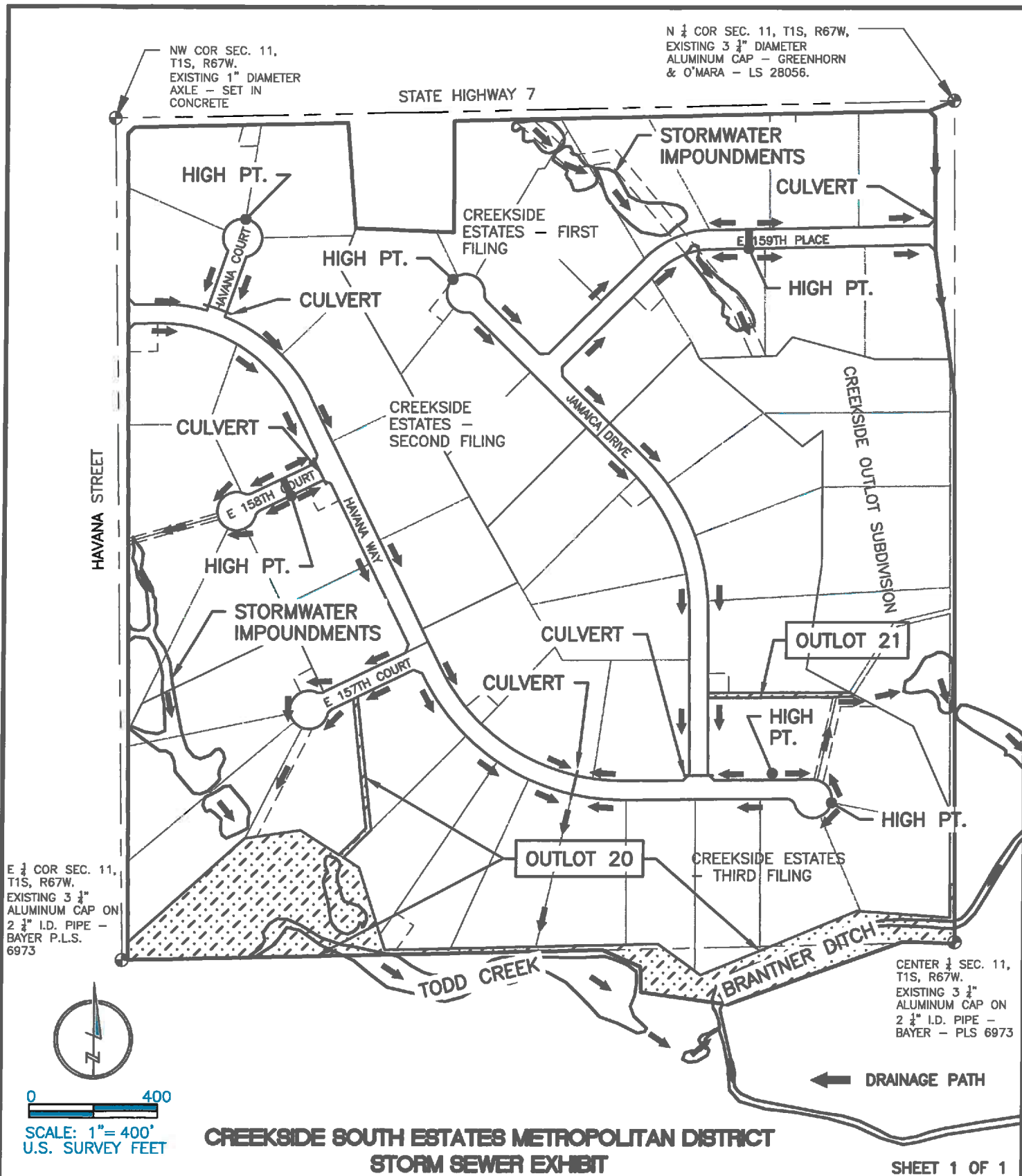


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EXHIBIT F

Financial Plan

May 24, 2018

Creekside South Estates Metropolitan District
c/o Jennifer Gruber Tanaka
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

RE: Proposed Creekside South Estates Metropolitan District

We have analyzed the bonding capacity for the proposed Creekside South Estates Metropolitan District (the “District”). The analysis presented summarizes and presents information provided by the County assessor and does not include independently verifying the accuracy of the information or assumptions.

Estimate of Potential Bonding Capacity

1. It is estimated that the District may issue a bond in March, 2019 with a par amount of \$2,197,000. The bond is modeled to carry an interest rate of 5.0% based on 30-year debt. At issuance, it is projected that the District will fund costs of issuance and a debt service reserve fund for the bond with bond proceeds. The remaining \$1,786,104 is projected to be used to pay for the costs of designing, constructing and installing public infrastructure that the District is authorized to provide.
2. The debt service mill levy target is 70 mills (with a cap of 91 mills for debt). Operations and maintenance expenses are expected to be funded from mills imposed by the District in an amount necessary to meet the operational and maintenance needs of the District.
3. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues (on both the Debt Service and Operations levies).
4. It is projected that 98% of property taxes levied will be collected and available to the District (for both the Debt Service and Operations levies).
5. It is projected that there will be a 2% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 2%.

The assumptions disclosed in the Financial Plan are based upon the certified assessed value provided by the County assessor and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements— are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability

that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS



Zachary Bishop
Managing Director, Public Finance

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

Development Projection at 70.000 (target) District Mills for Debt Service -- 05/23/2018

Series 2019, L.T.G.O. Bonds, Non-Rated, \$1,786,104 Project, 130x, 30-yr. Maturity

YEAR	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 2.0%	Cumulative Market Value	Manual Adj. ¹	As'ed Value* @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Assessed Value	D/S Mill Levy [70.000 Target]	District D/S Mill Levy @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
2016	***		24,254,861	24,254,861		0	0	\$1,746,350		\$0	\$0	\$0
2017	0		24,254,861			0	0			0		0
2018	0	485,087	24,739,958		1,746,350		0	1,746,350	70,000	119,800	7,188	126,988
2019	0		24,739,958		1,746,350		0		70,000	122,196	7,332	129,527
2020	0	494,799	25,234,758		1,781,277		0	1,781,277	70,000	122,196	7,332	129,527
2021	0		25,234,758		1,781,277		0	1,781,277	70,000	124,640	7,478	132,118
2022	0	504,695	25,739,453		1,816,903		0	1,816,903	70,000	124,640	7,478	132,118
2023	0		25,739,453		1,816,903		0	1,816,903	70,000	127,132	7,628	134,760
2024	0	514,789	26,254,242		1,853,241		0	1,853,241	70,000	127,132	7,628	134,760
2025	0		26,254,242		1,853,241		0	1,853,241	70,000	129,675	7,780	137,455
2026	0	525,085	26,779,327		1,890,305		0	1,890,305	70,000	129,675	7,780	137,455
2027	0		26,779,327		1,890,305		0	1,890,305	70,000	132,268	7,936	140,205
2028	0	535,587	27,314,913		1,928,112		0	1,928,112	70,000	132,268	7,936	140,205
2029	0		27,314,913		1,928,112		0	1,928,112	70,000	134,914	8,095	143,009
2030	0	546,298	27,861,211		1,966,674		0	1,966,674	70,000	134,914	8,095	143,009
2031	0		27,861,211		1,966,674		0	1,966,674	70,000	137,612	8,257	145,869
2032	0	557,224	28,418,436		2,006,007		0	2,006,007	70,000	140,364	8,422	148,786
2033	0		28,418,436		2,006,007		0	2,006,007	70,000	140,364	8,422	148,786
2034	0	568,369	28,986,804		2,046,127		0	2,046,127	70,000	143,172	8,590	151,762
2035	0		28,986,804		2,046,127		0	2,046,127	70,000	146,035	8,762	154,797
2036	0	579,736	29,566,540		2,087,050		0	2,087,050	70,000	146,035	8,762	154,797
2037			29,566,540		2,087,050		0	2,087,050	70,000	148,956	8,937	157,893
2038		591,331	30,157,871		2,128,791		0	2,128,791	70,000	148,956	8,937	157,893
2039			30,157,871		2,128,791		0	2,128,791	70,000	151,935	9,116	161,051
2040		603,157	30,761,029		2,171,367		0	2,171,367	70,000	151,935	9,116	161,051
2041			30,761,029		2,171,367		0	2,171,367	70,000	154,974	9,298	164,272
2042		615,221	31,376,249		2,214,794		0	2,214,794	70,000	154,974	9,298	164,272
2043			31,376,249		2,214,794		0	2,214,794	70,000	158,073	9,484	167,557
2044		627,525	32,003,774		2,259,090		0	2,259,090	70,000	158,073	9,484	167,557
2045			32,003,774		2,259,090		0	2,259,090	70,000	161,235	9,674	170,909
2046		640,075	32,643,850		2,304,272		0	2,304,272	70,000			
2047			32,643,850		2,304,272		0	2,304,272	70,000			
2048		652,877	33,296,727		2,350,357		0	2,350,357	70,000			
	0	9,041,866	24,254,861							4,184,924	251,095	4,436,020

[1] Adj. to actual/prelim. AV

[1] RAR @ 7.96% thru 2017

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

Development Projection at 70,000 (target) District Mills for Debt Service -- 05/23/2018

Series 2019, L.T.G.O. Bonds, Non-Rated, \$1,786,104 Project, 130x, 30-yr. Maturity

YEAR	Net Available for Debt Svc	Ser. 2019 \$2,197,000 Par [Net \$1,786 MM]	Annual Surplus	Surplus Release @ to \$219,700	Cumulative Surplus \$219,700 Target	Debt/ Assessed Ratio	Debt/ Act'l Value Ratio	Cov. of Net DS: @ 70,000 target
2016								
2017	\$0					0%	0%	0%
2018	0					0%	0%	0%
2019	126,988	\$82,388	44,600		44,600	123%	9%	154%
2020	129,527	128,850	677	0	45,277	122%	9%	101%
2021	129,527	127,900	1,627	0	46,905	119%	8%	101%
2022	132,118	130,950	1,168	0	48,073	118%	8%	101%
2023	132,118	130,800	1,318	0	49,391	114%	8%	101%
2024	134,760	133,600	1,160	0	50,551	112%	8%	101%
2025	134,760	133,200	1,560	0	52,111	109%	8%	101%
2026	137,455	135,750	1,705	0	53,816	107%	8%	101%
2027	137,455	136,100	1,355	0	55,172	103%	7%	101%
2028	140,205	139,350	855	0	56,028	101%	7%	101%
2029	140,205	139,350	855	0	56,881	97%	7%	101%
2030	143,009	141,250	1,759	0	58,640	95%	7%	101%
2031	143,009	141,950	1,059	0	59,698	90%	6%	101%
2032	145,869	144,500	1,369	0	61,067	88%	6%	101%
2033	145,869	144,800	1,069	0	62,136	83%	6%	101%
2034	148,786	147,950	836	0	62,972	80%	6%	101%
2035	148,786	147,800	986	0	63,958	75%	5%	101%
2036	151,762	150,500	1,262	0	65,220	72%	5%	101%
2037	151,762	149,900	1,862	0	67,082	67%	5%	101%
2038	154,797	153,150	1,647	0	68,729	63%	4%	101%
2039	154,797	153,050	1,747	0	70,477	58%	4%	101%
2040	157,893	156,750	1,143	0	71,620	53%	4%	101%
2041	157,893	156,050	1,843	0	73,463	48%	3%	101%
2042	161,051	159,150	1,901	0	75,364	43%	3%	101%
2043	161,051	159,850	1,201	0	76,565	37%	3%	101%
2044	164,272	162,250	2,022	0	78,587	32%	2%	101%
2045	164,272	163,250	1,022	0	79,609	26%	2%	101%
2046	167,557	165,900	1,657	0	81,266	20%	1%	101%
2047	167,557	166,100	1,457	0	82,723	14%	1%	101%
2048	170,909	168,850	2,059	84,782	0	0%	0%	101%
	4,436,020	4,351,238	84,782	84,782				

[D:\May2218 19.mtd]

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

Operations Revenue and Expense Projection -- 05/23/2018



YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	Specific Ownership Tax @ 6%	Total Available For O&M	Less District Operations @ of \$300,000 Inlt. @ 1% or max 168,000 mills	Developer Advances for Operations	Developer Repayment for Operations	Annual Surplus	Total Mills
2016	\$1,746,350	165.370	283,019	16,951	\$300,000	300,000	0	0	0	235.370
2017	1,781,277	163.749	285,849	17,151	303,000	303,000	0	0	0	233.749
2018	1,781,277	165.387	288,708	17,322	306,030	306,030	0	0	0	235.387
2019	1,816,903	163.765	291,595	17,496	309,090	309,090	0	0	0	233.765
2020	1,816,903	165.403	294,511	17,671	312,181	312,181	0	0	0	235.403
2021	1,853,241	163.781	297,456	17,847	315,303	315,303	0	0	0	233.781
2022	1,853,241	165.419	300,430	18,028	318,456	318,456	0	0	0	235.419
2023	1,890,305	163.797	303,435	18,206	321,641	321,641	0	0	0	233.797
2024	1,890,305	165.435	306,469	18,388	324,857	324,857	0	0	0	235.435
2025	1,928,112	163.813	309,534	18,572	328,106	328,106	0	0	0	233.813
2026	1,928,112	165.452	312,629	18,758	331,387	331,387	0	0	0	235.452
2027	1,966,674	163.830	315,755	18,945	334,701	334,701	0	0	0	233.830
2028	1,966,674	165.468	318,913	19,135	338,048	338,048	0	0	0	235.468
2029	2,006,007	163.846	322,102	19,328	341,428	341,428	0	0	0	233.846
2030	2,006,007	165.484	325,323	19,519	344,842	344,842	0	0	0	235.484
2031	2,046,127	163.862	328,576	19,715	348,291	348,291	0	0	0	233.862
2032	2,046,127	165.500	331,862	19,912	351,774	351,774	0	0	0	235.500
2033	2,087,050	163.878	335,180	20,111	355,291	355,291	0	0	0	233.878
2034	2,087,050	165.516	338,532	20,312	358,844	358,844	0	0	0	235.516
2035	2,128,791	163.894	341,918	20,515	362,433	362,433	0	0	0	233.894
2036	2,128,791	165.533	345,337	20,720	366,057	366,057	0	0	0	235.533
2037	2,171,367	163.910	348,790	20,927	369,718	369,718	0	0	0	233.910
2038	2,171,367	165.549	352,278	21,137	373,415	373,415	0	0	0	235.549
2039	2,214,794	163.926	355,801	21,348	377,149	377,149	0	0	0	233.926
2040	2,214,794	165.565	359,359	21,562	380,920	380,920	0	0	0	235.565
2041	2,259,090	163.942	362,952	21,777	384,730	384,730	0	0	0	233.942
2042	2,259,090	165.581	366,582	21,995	388,577	388,577	0	0	0	235.581
2043	2,304,272	163.958	370,248	22,215	392,463	392,463	0	0	0	233.958
2044	2,304,272	165.598	373,950	22,437	396,387	396,387	0	0	0	235.598
2045	2,350,357	163.974	377,690	22,661	400,351	400,351	0	0	0	233.974
			9,844,781	590,687	10,435,467	12,509,723	0	0	0	

SOURCES AND USES OF FUNDS

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2019

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary -- for discussion only]

Dated Date	03/01/2019
Delivery Date	03/01/2019

Sources:

Bond Proceeds:	
Par Amount	2,197,000.00
	2,197,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,786,104.00
Other Fund Deposits:	
Debt Service Reserve Fund	166,100.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	43,940.00
Other Uses of Funds:	
Rounding Amount	856.00
	2,197,000.00

BOND SUMMARY STATISTICS

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2019

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary -- for discussion only]

Dated Date	03/01/2019
Delivery Date	03/01/2019
First Coupon	06/01/2019
Last Maturity	12/01/2048
Arbitrage Yield	5.000615%
True Interest Cost (TIC)	5.164344%
Net Interest Cost (NIC)	5.094685%
All-In TIC	5.978487%
Average Coupon	5.000000%
Average Life (years)	21.123
Weighted Average Maturity (years)	21.123
Duration of Issue (years)	12.594
Par Amount	2,197,000.00
Bond Proceeds	2,197,000.00
Total Interest	2,320,337.50
Net Interest	2,364,277.50
Bond Years from Dated Date	46,406,750.00
Bond Years from Delivery Date	46,406,750.00
Total Debt Service	4,517,337.50
Maximum Annual Debt Service	334,950.00
Average Annual Debt Service	151,843.28
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2048	2,197,000.00	100.000	5.000%	21.123	04/14/2040	3,383.38
	2,197,000.00			21.123		3,383.38

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,197,000.00	2,197,000.00	2,197,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-43,940.00	-43,940.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	2,153,060.00	1,953,060.00	2,197,000.00
Target Date	03/01/2019	03/01/2019	03/01/2019
Yield	5.164344%	5.978487%	5.000615%

BOND DEBT SERVICE

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2019

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary – for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2019			27,462.50	27,462.50	
12/01/2019			54,925.00	54,925.00	82,387.50
06/01/2020			54,925.00	54,925.00	
12/01/2020	19,000	5.000%	54,925.00	73,925.00	128,850.00
06/01/2021			54,450.00	54,450.00	
12/01/2021	19,000	5.000%	54,450.00	73,450.00	127,900.00
06/01/2022			53,975.00	53,975.00	
12/01/2022	23,000	5.000%	53,975.00	76,975.00	130,950.00
06/01/2023			53,400.00	53,400.00	
12/01/2023	24,000	5.000%	53,400.00	77,400.00	130,800.00
06/01/2024			52,800.00	52,800.00	
12/01/2024	28,000	5.000%	52,800.00	80,800.00	133,600.00
06/01/2025			52,100.00	52,100.00	
12/01/2025	29,000	5.000%	52,100.00	81,100.00	133,200.00
06/01/2026			51,375.00	51,375.00	
12/01/2026	33,000	5.000%	51,375.00	84,375.00	135,750.00
06/01/2027			50,550.00	50,550.00	
12/01/2027	35,000	5.000%	50,550.00	85,550.00	136,100.00
06/01/2028			49,675.00	49,675.00	
12/01/2028	40,000	5.000%	49,675.00	89,675.00	139,350.00
06/01/2029			48,675.00	48,675.00	
12/01/2029	42,000	5.000%	48,675.00	90,675.00	139,350.00
06/01/2030			47,625.00	47,625.00	
12/01/2030	46,000	5.000%	47,625.00	93,625.00	141,250.00
06/01/2031			46,475.00	46,475.00	
12/01/2031	49,000	5.000%	46,475.00	95,475.00	141,950.00
06/01/2032			45,250.00	45,250.00	
12/01/2032	54,000	5.000%	45,250.00	99,250.00	144,500.00
06/01/2033			43,900.00	43,900.00	
12/01/2033	57,000	5.000%	43,900.00	100,900.00	144,800.00
06/01/2034			42,475.00	42,475.00	
12/01/2034	63,000	5.000%	42,475.00	105,475.00	147,950.00
06/01/2035			40,900.00	40,900.00	
12/01/2035	66,000	5.000%	40,900.00	106,900.00	147,800.00
06/01/2036			39,250.00	39,250.00	
12/01/2036	72,000	5.000%	39,250.00	111,250.00	150,500.00
06/01/2037			37,450.00	37,450.00	
12/01/2037	75,000	5.000%	37,450.00	112,450.00	149,900.00
06/01/2038			35,575.00	35,575.00	
12/01/2038	82,000	5.000%	35,575.00	117,575.00	153,150.00
06/01/2039			33,525.00	33,525.00	
12/01/2039	86,000	5.000%	33,525.00	119,525.00	153,050.00
06/01/2040			31,375.00	31,375.00	
12/01/2040	94,000	5.000%	31,375.00	125,375.00	156,750.00
06/01/2041			29,025.00	29,025.00	
12/01/2041	98,000	5.000%	29,025.00	127,025.00	156,050.00
06/01/2042			26,575.00	26,575.00	
12/01/2042	106,000	5.000%	26,575.00	132,575.00	159,150.00
06/01/2043			23,925.00	23,925.00	
12/01/2043	112,000	5.000%	23,925.00	135,925.00	159,850.00
06/01/2044			21,125.00	21,125.00	
12/01/2044	120,000	5.000%	21,125.00	141,125.00	162,250.00
06/01/2045			18,125.00	18,125.00	
12/01/2045	127,000	5.000%	18,125.00	145,125.00	163,250.00
06/01/2046			14,950.00	14,950.00	
12/01/2046	136,000	5.000%	14,950.00	150,950.00	165,900.00
06/01/2047			11,550.00	11,550.00	
12/01/2047	143,000	5.000%	11,550.00	154,550.00	166,100.00
06/01/2048			7,975.00	7,975.00	
12/01/2048	319,000	5.000%	7,975.00	326,975.00	334,950.00
	2,197,000		2,320,337.50	4,517,337.50	4,517,337.50

NET DEBT SERVICE

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2019

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2019		82,387.50	82,387.50		82,387.50
12/01/2020	19,000	109,850.00	128,850.00		128,850.00
12/01/2021	19,000	108,900.00	127,900.00		127,900.00
12/01/2022	23,000	107,950.00	130,950.00		130,950.00
12/01/2023	24,000	106,800.00	130,800.00		130,800.00
12/01/2024	28,000	105,600.00	133,600.00		133,600.00
12/01/2025	29,000	104,200.00	133,200.00		133,200.00
12/01/2026	33,000	102,750.00	135,750.00		135,750.00
12/01/2027	35,000	101,100.00	136,100.00		136,100.00
12/01/2028	40,000	99,350.00	139,350.00		139,350.00
12/01/2029	42,000	97,350.00	139,350.00		139,350.00
12/01/2030	46,000	95,250.00	141,250.00		141,250.00
12/01/2031	49,000	92,950.00	141,950.00		141,950.00
12/01/2032	54,000	90,500.00	144,500.00		144,500.00
12/01/2033	57,000	87,800.00	144,800.00		144,800.00
12/01/2034	63,000	84,950.00	147,950.00		147,950.00
12/01/2035	66,000	81,800.00	147,800.00		147,800.00
12/01/2036	72,000	78,500.00	150,500.00		150,500.00
12/01/2037	75,000	74,900.00	149,900.00		149,900.00
12/01/2038	82,000	71,150.00	153,150.00		153,150.00
12/01/2039	86,000	67,050.00	153,050.00		153,050.00
12/01/2040	94,000	62,750.00	156,750.00		156,750.00
12/01/2041	98,000	58,050.00	156,050.00		156,050.00
12/01/2042	106,000	53,150.00	159,150.00		159,150.00
12/01/2043	112,000	47,850.00	159,850.00		159,850.00
12/01/2044	120,000	42,250.00	162,250.00		162,250.00
12/01/2045	127,000	36,250.00	163,250.00		163,250.00
12/01/2046	136,000	29,900.00	165,900.00		165,900.00
12/01/2047	143,000	23,100.00	166,100.00		166,100.00
12/01/2048	319,000	15,950.00	334,950.00	166,100	168,850.00
	2,197,000	2,320,337.50	4,517,337.50	166,100	4,351,237.50

BOND SOLUTION

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2019

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2019		82,388		82,388	126,988	44,600	154.13453%
12/01/2020	19,000	128,850		128,850	129,527	677	100.52568%
12/01/2021	19,000	127,900		127,900	129,527	1,627	101.27235%
12/01/2022	23,000	130,950		130,950	132,118	1,168	100.89186%
12/01/2023	24,000	130,800		130,800	132,118	1,318	101.00756%
12/01/2024	28,000	133,600		133,600	134,760	1,160	100.86844%
12/01/2025	29,000	133,200		133,200	134,760	1,560	101.17135%
12/01/2026	33,000	135,750		135,750	137,455	1,705	101.25632%
12/01/2027	35,000	136,100		136,100	137,455	1,355	100.99592%
12/01/2028	40,000	139,350		139,350	140,205	855	100.61325%
12/01/2029	42,000	139,350		139,350	140,205	855	100.61325%
12/01/2030	46,000	141,250		141,250	143,009	1,759	101.24506%
12/01/2031	49,000	141,950		141,950	143,009	1,059	100.74579%
12/01/2032	54,000	144,500		144,500	145,869	1,369	100.94728%
12/01/2033	57,000	144,800		144,800	145,869	1,069	100.73814%
12/01/2034	63,000	147,950		147,950	148,786	836	100.56519%
12/01/2035	66,000	147,800		147,800	148,786	986	100.66725%
12/01/2036	72,000	150,500		150,500	151,762	1,262	100.83849%
12/01/2037	75,000	149,900		149,900	151,762	1,862	101.24211%
12/01/2038	82,000	153,150		153,150	154,797	1,647	101.07552%
12/01/2039	86,000	153,050		153,050	154,797	1,747	101.14156%
12/01/2040	94,000	156,750		156,750	157,893	1,143	100.72925%
12/01/2041	98,000	156,050		156,050	157,893	1,843	101.18110%
12/01/2042	106,000	159,150		159,150	161,051	1,901	101.19445%
12/01/2043	112,000	159,850		159,850	161,051	1,201	100.75130%
12/01/2044	120,000	162,250		162,250	164,272	2,022	101.24621%
12/01/2045	127,000	163,250		163,250	164,272	1,022	100.62602%
12/01/2046	136,000	165,900		165,900	167,557	1,657	100.99905%
12/01/2047	143,000	166,100		166,100	167,557	1,457	100.87744%
12/01/2048	319,000	334,950	-166,100	168,850	170,909	2,059	101.21917%
	2,197,000	4,517,338	-166,100	4,351,238	4,436,020	84,782	

EXHIBIT G

List of Property Owners and Adjacent Owners

Property Owner Listing
Creekside South Estates Metropolitan District

PARCELNO	ACCOUNTNO	MAILINGADDRESS1	MAILINGADDRESS2	CITY	STATECODE	ZIPCODE	PROVINCE	COUNTRY	STREETNO	PREDIRECTION	STREETNAME	STREETTYPE
0157111002001	R0008525	11299 E 159TH PL		BRIGHTON	CO	80602			11299	E	159TH	PL
0157111002002	R0008526	11077 E 159TH PL		BRIGHTON	CO	80602			11077	E	159TH	PL
0157111002003	R0008527		10855 E 159TH PL	BRIGHTON	CO	806027405			10855	E	159TH	PL
0157111002007	R0008531	15990 JAMAICA DRIVE		BRIGHTON	CO	80602			15990		JAMAICA	DR
0157111002004	R0008528		10933 E 159TH PL	BRIGHTON	CO	806027405			10933	E	159TH	PL
0157111002005	R0008529	10811 E 159TH PL		BRIGHTON	CO	80602			10811	E	159TH	PL
0157111002013	R0008537	15980 HAVANA COURT		BRIGHTON	CO	80602			15980		HAVANA	CT
0157111002012	R0008536	15991 HAVANA CT		BRIGHTON	CO	806027404			15991		HAVANA	CT
0157111002011	R0008535	15970 HAVANA WAY		BRIGHTON	CO	80602			15970		HAVANA	WAY
0157111002006	R0008530		15910 JAMAICA DR	BRIGHTON	CO	806027407			15910		JAMAICA	DR
0157111002008	R0008532	15985 JAMAICA DR		BRIGHTON	CO	806027407			15985		JAMAICA	DR
0157111002014	R0008538	15960 HAVANA WAY		BRIGHTON	CO	80602			15960		HAVANA	WAY
0157111003003	R0008544		10920 E 159TH PL	BRIGHTON	CO	806027406			10920	E	159TH	PL
0157111003004	R0008545	10810 E 159TH PL		BRIGHTON	CO	80602			10810	E	159TH	PL
0157111002015	R0008539		PO BOX 424	EASTLAKE	CO	806140424			15900		HAVANA	WAY
0157111002009	R0008533	15905 JAMAICA DR		BRIGHTON	CO	806027407			15905		JAMAICA	DR
0157111004001	R0008552	15925 HAVANA WAY		BRIGHTON	CO	806027411			15925		HAVANA	WAY
0157111004002	R0008553		15855 HAVANA WAY	BRIGHTON	CO	806027411			15855		HAVANA	WAY
0157111004005	R0008556	10561 E 158TH CT		BRIGHTON	CO	80602			10561	E	158TH	CT
0157111004007	R0008558	15745 HAVANA WAY		BRIGHTON	CO	806027402			15745		HAVANA	WAY
0157111002021	R0106766	15725 JAMAICA DR		BRIGHTON	CO	80602			15725		JAMAICA	DR
0157111003014	R0106769		15700 JAMAICA DR	BRIGHTON	CO	806027416			15700		JAMAICA	DR
0157111002018	R0106765		15710 HAVANA WAY	BRIGHTON	CO	806027401			15710		HAVANA	WAY
0157111003029	R0106779	10655 E 157TH CT		BRIGHTON	CO	806027434			10655	E	157TH	CT
0157111002019	R0108502	15670 HAVANA WAY		BRIGHTON	CO	806027409			15670		HAVANA	WAY
0157111002020	R0108503		15850 HAVANA WAY	BRIGHTON	CO	806027409			15850		HAVANA	WAY
0157111003025	R0106777	15705 HAVANA WAY		BRIGHTON	CO	80602			15705		HAVANA	WAY
0157111003031	R0106781	10086 GRANITE HILL DR		PARKER	CO	80134			0			
0157111003015	R0106770	15630 HAVANA WAY		BRIGHTON	CO	80602			15630		HAVANA	WAY
0157111003018	R0108507	15610 HAVANA WAY		BRIGHTON	CO	80602			15610		HAVANA	WAY
0157111003028	R0106778	10700 E 157TH CT		BRIGHTON	CO	806027434			10700	E	157TH	CT
0157111003029	R0108486	10625 E 157TH CT		BRIGHTON	CO	806027434			10625	E	157TH	CT
0157111003024	R0106776	15695 HAVANA WAY		BRIGHTON	CO	80602			15695		HAVANA	WAY
0157111003023	R0106775	15675 HAVANA WAY		BRIGHTON	CO	806027415			15675		HAVANA	WAY
0157111003017	R0106771	15605 HAVANA WAY		BRIGHTON	CO	80602			15605		HAVANA	WAY
0157111003027	R0108511	10800 E 157TH CT		BRIGHTON	CO	80602			10800	E	157TH	CT
0157111003001	R0008542	11200 E 159TH PL		BRIGHTON	CO	80602			11200	E	159TH	PL
0157111003002	R0008543	11040 E 159TH PL		BRIGHTON	CO	80602			11040	E	159TH	PL
0157111003011	R0108505	15820 JAMAICA DR		BRIGHTON	CO	80602			15820		JAMAICA	DR
0157111003008	R0008549	15700 JAMAICA DR		BRIGHTON	CO	80602			0			
0157111003009	R0008550	15610 HAVANA WAY		BRIGHTON	CO	80602			0			
0157111003006	R0008547	15750 JAMAICA DRIVE		BRIGHTON	CO	80602			0			
0157111003005	R0008546	15820 JAMAICA DR		BRIGHTON	CO	80602			0			
0157111002010	R0008534	15875 JAMAICA DR		BRIGHTON	CO	80602			15875		JAMAICA	DR
0157111002016	R0008540	15810 HAVANA WAY		BRIGHTON	CO	806027412			15810		HAVANA	WAY
0157111002023	R0108504	15825 JAMAICA DR		BRIGHTON	CO	80602			15825		JAMAICA	DR
0157111004003	R0008554	10541 E 158TH CT		BRIGHTON	CO	806027403			10541	E	158TH	CT
0157111004006	R0008557	15815 HAVANA WAY		BRIGHTON	CO	806027402			15815		HAVANA	WAY
0157111002022	R0106767		15775 JAMAICA DR	BRIGHTON	CO	806027417			15775		JAMAICA	DR
0157111002017	R0008541	15750 HAVANA WAY		BRIGHTON	CO	80601			15750		HAVANA	WAY
0157111004004	R0008555	10551 E 158TH CT		BRIGHTON	CO	80602			10551	E	158TH	CT
0157111003022	R0106774	15685 HAVANA WAY		BRIGHTON	CO	806027415			15685		HAVANA	WAY
0157111003021	R0106773	15655 HAVANA WAY		BRIGHTON	CO	80602			15655		HAVANA	WAY
0157111003019	R0108508		15635 HAVANA WAY	BRIGHTON	CO	806027408			15635		HAVANA	WAY
0157111003018	R0106772	15625 HAVANA WAY		BRIGHTON	CO	806027408			15625		HAVANA	WAY
0157111003020	R0108509	15645 HAVANA WAY		BRIGHTON	CO	80602			15645		HAVANA	WAY
0157111003030	R0108780	10086 GRANITE HILL DR		PARKER	CO	80134			0			
0157111003012	R0108506	15800 JAMAICA DR		BRIGHTON	CO	806027418			15800		JAMAICA	DR
0157111003013	R0108768	15750 JAMAICA DR		BRIGHTON	CO	80602			15750		JAMAICA	DR
0157111003010	R0008551	10086 GRANITE HILL DR		PARKER	CO	80134			0			
0157111003007	R0008548	15750 JAMAICA DRIVE		BRIGHTON	CO	80602			0			

Adjacent Property Owner Listing
Creekside South Estates Metropolitan District

PARCEL NO	ACCOUNT NO	ADDRESS1	ADDRESS2	CITY	STATE CODE	ZIP CODE	PROVINCE	COUNTRY	STREET NO	PREDIRECTION	STREET NAME	STREET TYPE	UNIT NAME
7	R0106764	15725 HAVANA ST		BRIGHTON	CO	8			15725		HAVANA	ST	
6	R0106763	15685 HAVANA ST		BRIGHTON	CO	80002			15685		HAVANA	ST	
1	R0152873	500 S 4TH AVE 3RD FL		BRIGHTON	CO	5			15659		HAVANA	ST	
0	R0114760		55046 E RD 46	STRASSBURG	CO	5			15785		HAVANA	ST	
5	R0175400	9200 E MINERAL AVE STE 306		CENTENNIAL	CO	9			10450	E	150TH	CT	
0	R0168893	7501 VILLAGE SQUARE DR STE 205		CASTLE PINES	CO	0			0				
1	R0168903	7501 VILLAGE SQUARE DR STE 205		CASTLE PINES	CO	C			0				
0	R0168736	PO BOX 201553		DENVER	CO	3			0				
1	R0168737	PO BOX 201553		DENVER	CO	3			0				
2	R0168738	10750 E 161ST AVE		BRIGHTON	CO	8			10750	E	161ST	AVE	
3	R0168739	10800 E 161ST AVE		BRIGHTON	CO	8			10800	E	161ST	AVE	
4	R0168740	10840 E 161ST AVE		BRIGHTON	CO	8			10840	E	161ST	AVE	
5	R0168741	10880 E 161ST AVE		BRIGHTON	CO	8			10880	E	161ST	AVE	
6	R0168742	PO BOX 201553		DENVER	CO	3			10920	E	161ST	AVE	
7	R0168743	PO BOX 201553		DENVER	CO	3			10960	E	161ST	AVE	
8	R0168744	PO BOX 201553		DENVER	CO	3			11040	E	161ST	AVE	
9	R0168745		11080 E 161ST AVE	BRIGHTON	CO	7			11090	E	161ST	AVE	
1	R0114773	15635 HAVANA ST		BRIGHTON	CO	80602			15635		HAVANA	ST	
0	R0192471	15655 RIVERDALE RD		BRIGHTON	CO	6			15655		RIVERDALE	RD	
5	R0117574	4430 SOUTH ADAMS COUNTY PKWY	5TH FLOOR SUITE C6000A	BRIGHTON	CO	4			0				
6	R0175481		1401 FOCH ST STE 140	FORT WORTH	TX	8			10200	E	150TH	CT	
1	R0192472	15825 RIVERDALE RD		BRIGHTON	CO	6			15825		RIVERDALE	RD	

EXHIBIT H
Mill Levy of Overlapping Entities

Name	Tax Collection Year	Mill Levy
ADAMS COUNTY	2018	26.929
FIRE DISTRICT 6 GREATER BRIGHTON	2018	11.795
RANGEVIEW LIBRARY DISTRICT	2018	3.669
RTD	2018	0.000
School District 27-Brighton	2018	49.164
URBAN DRAINAGE & FLOOD CONTROL	2018	0.500
URBAN DRAINAGE SOUTH PLATTE	2018	0.057
Total		92.114

Exhibit C
Form DLG-60

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS

OF COUNSEL:
KRISTEN D. BEAR
BLAIR M. DICKHONER



SEAN ALLEN
ZACHARY P. WHITE
CASEY K. LEKAHAL
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
BRADLEY T. NEIMAN
EVE M. GRINA
JENNIFER F. KEMP
ALLISON C. FOGG

September 6, 2018

VIA ELECTRONIC MAIL

Ms. Emily Collins
Community & Economic Development Department
Adams County, Colorado
4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, Colorado 80601-8204
ECollins@adcogov.org

**RE: Proposed Creekside South Estates Metropolitan District
Response to Request for Exclusion from James and Judy Anderson
Project Number: PRE2018-00045**

Dear Ms. Collins:

Pursuant to § 32-1-203(3.5), C.R.S., James and Judy Anderson (the “Andersons”) submitted a Request for Exclusion, dated August 23, 2018 (the “Request”), from the proposed Creekside South Estates Metropolitan District (the “District”) for consideration by the Adams County Board of County Commissioners (the “Commissioners”) at the September 11, 2018 public hearing to consider the District’s service plan. This letter provides the District’s response to the Request.

I. THE SUBJECT PROPERTY REQUESTED TO BE EXCLUDED

The Andersons own Lot 6, Third Filing, Creekside Estates, also known as 15610 Havana Way, Brighton, Colorado 80602, and Outlot 6, Third Filing, Creekside Estates (collectively, the “Property”). A map depicting the location of the Property within the District is attached hereto as **Exhibit A** and incorporated herein by this reference. No wells currently exist on the Property and the Property is served by Well Number 10 (Permit No. 45519-F-R), located at 15700 Jamaica Drive, Brighton, Colorado 80602, which well is known as a cluster well because it serves a total of 5 lots, including Lot 6 of the Property. A map depicting the location of Well Number 10 in relation to the Property is attached hereto as **Exhibit B** and incorporated herein by this reference.

Outlot 6 includes a detention pond currently owned by the Creekside South Estates Homeowners’ Association (the “HOA”), the petitioner for the District. Runoff from the Property and neighboring lots is designed to drain into the pond. A map depicting the existing storm drainage improvements is attached hereto as **Exhibit C** and incorporated herein by this reference.

Ms. Emily Collins

RE: Response to Request for Exclusion from James and Judy Anderson

Project Number: PRE2018-00045

September 6, 2018

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II. REQUEST FOR WELL PERMIT FROM STATE

The Request states that the Andersons have applied and paid for a well permit from the Colorado Department of Public Health and Environment Division of Water Resources (the "Division") to drill a private well for their Property. Application for a well permit requires the HOA's consent because the HOA owns the water rights associated with the existing permit and serving Lots 2 through 6, inclusive, of Creekside Estates – Third Filing. On May 14, 2018, the HOA communicated to the Andersons that the HOA would agree to provide its consent to the Andersons prior to the District's organization provided that the Andersons not object to the organization of the District due to the increased costs that would result therefrom. No response or counter proposal was received from the Andersons to the HOA's conditional consent letter. After organization, the District will own the wells, water rights and infrastructure throughout the community. At that time, any requests for private wells will be considered by the Board of Directors for the District (the "Board") based upon impact to the District's system. The same considerations and factors set forth herein are likely to be considered by the Board at that time.

Even if, for argument's sake, the HOA (or, in the future, the District) were to consent to the well permit application and/or the Commissioners grant the Request, there is no guarantee that the Division will grant the permit or that other interested parties will not object to the application. Further, there is no guarantee that the water rights allocated to the Property would be sufficient for current uses and needs or long-term objectives for the Property. If the Property is not included into the District and is disconnected from the water system, it is entirely possible that the Property will have no source of water in the future and the Andersons will be required to approach the District for the reinstatement of service.

III. OWNERSHIP OF WATER RIGHTS

The HOA currently owns the water rights underlying the subdivision and which are currently used to serve properties within its boundaries. The wells utilized by the HOA are cluster wells with 3 to 5 properties being served by each of the wells. The Andersons' Request states that they own .71 acre feet of water. In reality, this is the water allotment permitted to be withdrawn annually from Well Number 10 for their lot based upon 3.55 acre feet per year and the 5 lots served. Should the HOA grant permission for the well permit, this would only grant permission to use up to the .71 acre feet of water currently allotted to the Property. No additional water rights would be permitted for use by the Andersons. As noted above, there is no guarantee that this water allotment would be sufficient for current uses and needs or long-term objectives for the Property. Once again, if the Property is not included into the District and is disconnected from the water system, it is entirely possible, if not probable, that the Property will have no source of water in the future and the Andersons will be required to approach the District for the reinstatement of service.

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September 6, 2018

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IV. COST OF A PRIVATE WELL

According to well drilling contractors contacted by engineers for the HOA, the cost to drill a private well is estimated to be \$60 per linear foot. For a 1,000 foot well, this amounts to \$60,000. In addition to the well drilling cost, there are costs associated with the equipment itself. According to an equipment contractor contacted by engineers for the HOA, the equipment will cost between \$8,000 and \$12,000. Therefore, the cost to just drill and equip the well is \$68,000 - \$72,000, exclusive of operational costs. The ongoing annual operational costs for the well are unknown.

V. INFRASTRUCTURE IMPLICATIONS

Exclusion of the Property from the District and future water improvements does not reduce the infrastructure needed for the District's overall project. Should the centralized water system option be pursued, the same public infrastructure costs would be incurred by the remaining 52 properties within the District.

VI. FINANCIAL IMPACT IF EXCLUSION GRANTED

The financial impacts of the exclusion of the Property are two-fold and are not only bestowed upon the District but also upon the Andersons.

A. Financial Impact on the District and Remaining Owners.

Should the Andersons be excluded from the District, the District's current assessed valuation (based upon 2017 records) of \$1,746,350 would be reduced to \$1,704,130. The reduction in assessed valuation results in less revenues available to the District which, in turn, increases the costs to other owners for the needed infrastructure. Should the District issue the anticipated \$2,197,000 in bonds to finance the centralized water system, this will result in an increase of 1.369 mills to each of the remaining properties. Alternatively, if the costs are not increased to the remaining owners, the ability of the District to issue debt is reduced from \$2,197,000 to \$2,157,000 as a result. In either event, the remaining owners bear the financial brunt for the Andersons' exclusion.

To add insult to injury, the construction and existence of the water system will continue to provide a financial benefit to the Andersons even if they are not connected to the system or within the District's boundaries. Colorado law acknowledges that properties located within 100 feet of a system derive a benefit from the mere existence of the infrastructure by permitting water and sanitation providers to impose an availability of service charge on those properties. Further, properties located within 400 feet of a provider's improvements, if located within its boundaries, can be forced to connect to that system. The existence of a water system within mere feet of the Property increases the value of that Property and is attractive to future buyers due to the availability of that service. Absent that service, future owners would be required to extend lines

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Project Number: PRE2018-00045

September 6, 2018

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to connect to a provider or be forced to continue to operate an expensive private well in order to have a basic human need such as water.

B. Financial Impact on the Andersons.

If the District were not organized and the HOA continued to operate the system and make the improvements itself, thus requiring an upfront assessment from each owner, the cost per lot, including the Andersons, would be \$33,700. Most owners do not have the financial resources to make such a payment. As a result, the creation of the District enables owners to pay their proportionate share of the infrastructure over a 30-year period of time. While it is without question that a potential debt service mill levy of 70 mills is higher than most areas, the aggregate mill levy for the District and other taxing entities within its boundaries is lower than or comparable to other residential neighborhoods in the area. Please see the mill levy comparison chart attached hereto as **Exhibit D** and incorporated herein by this reference.

For the Andersons, whose Property is valued by the County Assessor (as of January 1, 2017) at \$586,458 for Lot 6 and \$9,500 for Outlot 6, the increased tax burden on an annual basis with the full 70 mills for debt service would be \$3,003. While not an insignificant amount, this is significantly lower than an upfront fee of \$33,700 or even financing that amount over a 10-year period of time, plus interest. Further, the payment of an HOA fee is not deductible; whereas, property taxes are deductible for most people.

VII. BENEFITS DERIVED FROM DISTRICT

The District will not only be empowered to provide the water system improvements but will also assume the operation and maintenance responsibilities for the storm drainage system within the community, including the detention ponds. One detention pond, owned by the HOA, is located on Outlot 6. The Andersons' Property produces runoff which runs into the ponds. Therefore, they are directly benefitted from the ponds and the overall storm drainage system in the community. To exclude them from the District while they are directly benefitted from these services unduly enriches their Property at the expense of the remaining owners.

The District will also be empowered to assume the covenant enforcement and design review services currently provided by the HOA. The Property is included within the covenants for the community and is currently subject to the covenant enforcement and design review standards. As with storm drainage, to exclude them from the District provides them with the benefit of these services without the responsibility of paying for those services, all to the detriment of the remaining owners.

VIII. ADDITIONAL AVENUES AVAILABLE

Should the Commissioners approve the Service Plan and not grant the Request, the Andersons have the ability to vote in the District's organization election and are able to vote "no" on the

Ms. Emily Collins

RE: Response to Request for Exclusion from James and Judy Anderson

Project Number: PRE2018-00045

September 6, 2018

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organization of the District and all tax and debt questions.

IX. COMMISSIONERS' FINDINGS AND ACTIONS

Pursuant to § 32-1-203(3.5), C.R.S., the Andersons have the statutory right to submit their request to the Commissioners for consideration. However, the Commissioners "shall not be limited in its action with respect to exclusion of territory based upon the request."

X. REQUEST FROM DISTRICT

The District respectfully requests that the Commissioners deny the Andersons' Request for exclusion from the District due to such action resulting in: 1) increased costs to the remaining owners; 2) undue enrichments being bestowed upon the Property through the provision of storm drainage operations and maintenance, covenant enforcement and design review services without any financial recourse to the Andersons; 3) conferring an increased benefit upon and increased value of the Property as a result of the existence of water improvements being located within 100 feet of the Property and other services provided to the Property; 4) the inability to guarantee that a water permit will be consented to by the HOA or granted by the Division; 5) the inability to guarantee that sufficient water rights will be generated for the Property in the event that a well permit is granted by the Division; and 6) the overall unfairness of one property in a community being exempted from paying for much needed improvements to a community water system while others bear the burden therefor.

XI. CONCLUSION

We appreciate the County's time in reviewing the proposed Service Plan and our responses to the Andersons' Request. We look forward to answering any additional questions that you may have.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



Jennifer Gruber Tanaka

cc: Creekside South Estates Homeowners' Association, Inc., Board of Directors
Zach Bishop, D.A. Davidson & Co.
Bradley A. Simons, P.E., MMI Water Engineers, LLC

Ms. Emily Collins

RE: Response to Request for Exclusion from James and Judy Anderson

Project Number: PRE2018-00045

September 6, 2018

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Enclosures:

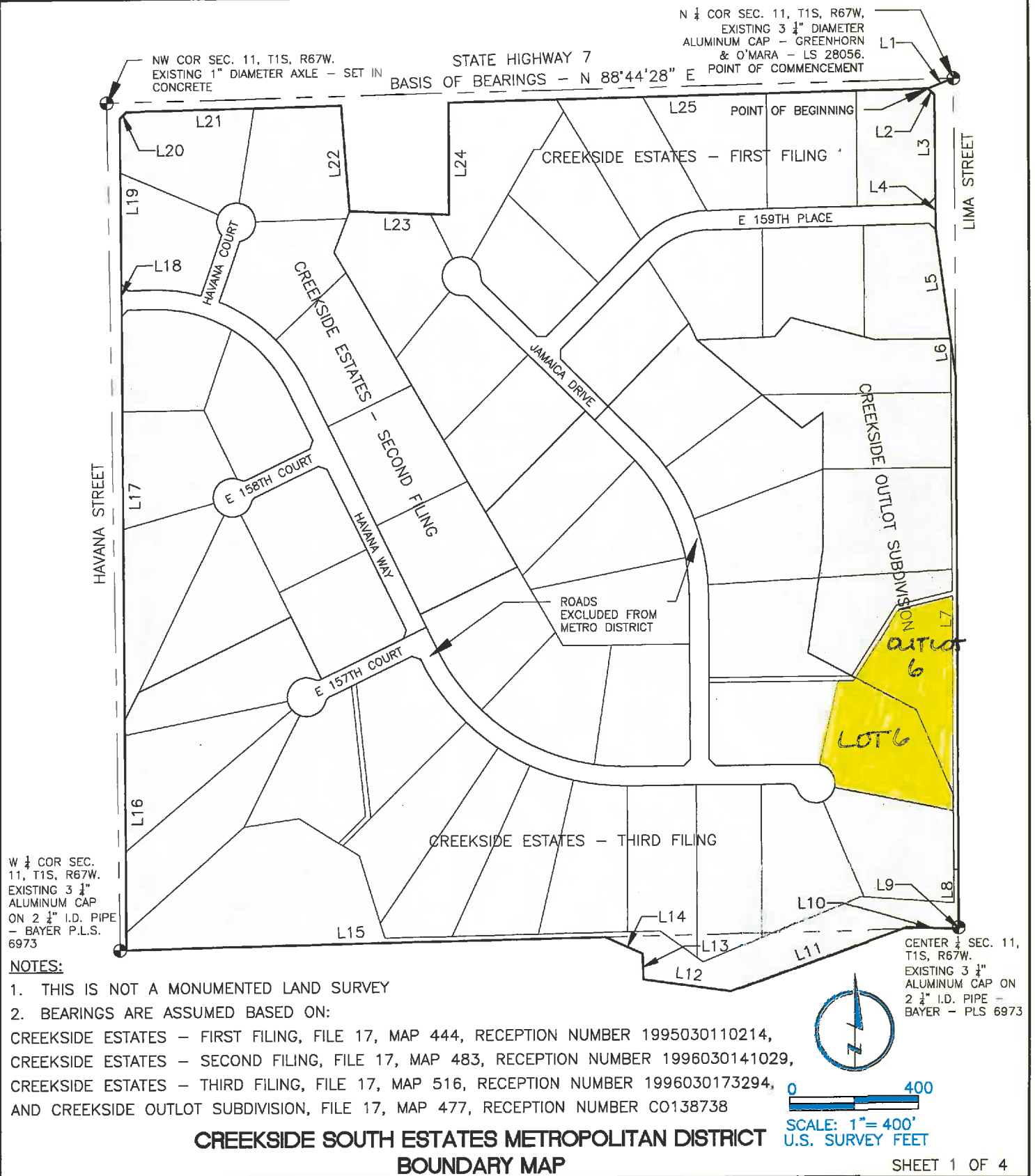
Exhibit A – Map Depicting Location of the Property

Exhibit B – Map Depicting Location of Well Number 10

Exhibit C – Map Depicting Storm Drainage System

Exhibit D—Mill Levy Comparison Chart

Exhibit A



LAMP RYNEARSON
& ASSOCIATES

4715 Innovation Drive 970.226.0342 | P
Fort Collins, CO 80525 970.226.0879 | F
www.LRA-Inc.com

DRAWN BY
JAC

DESIGNED BY
TDS

REVIEWED BY
LAL

PROJECT - TASK NUMBER
0417045.02

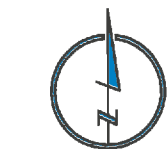
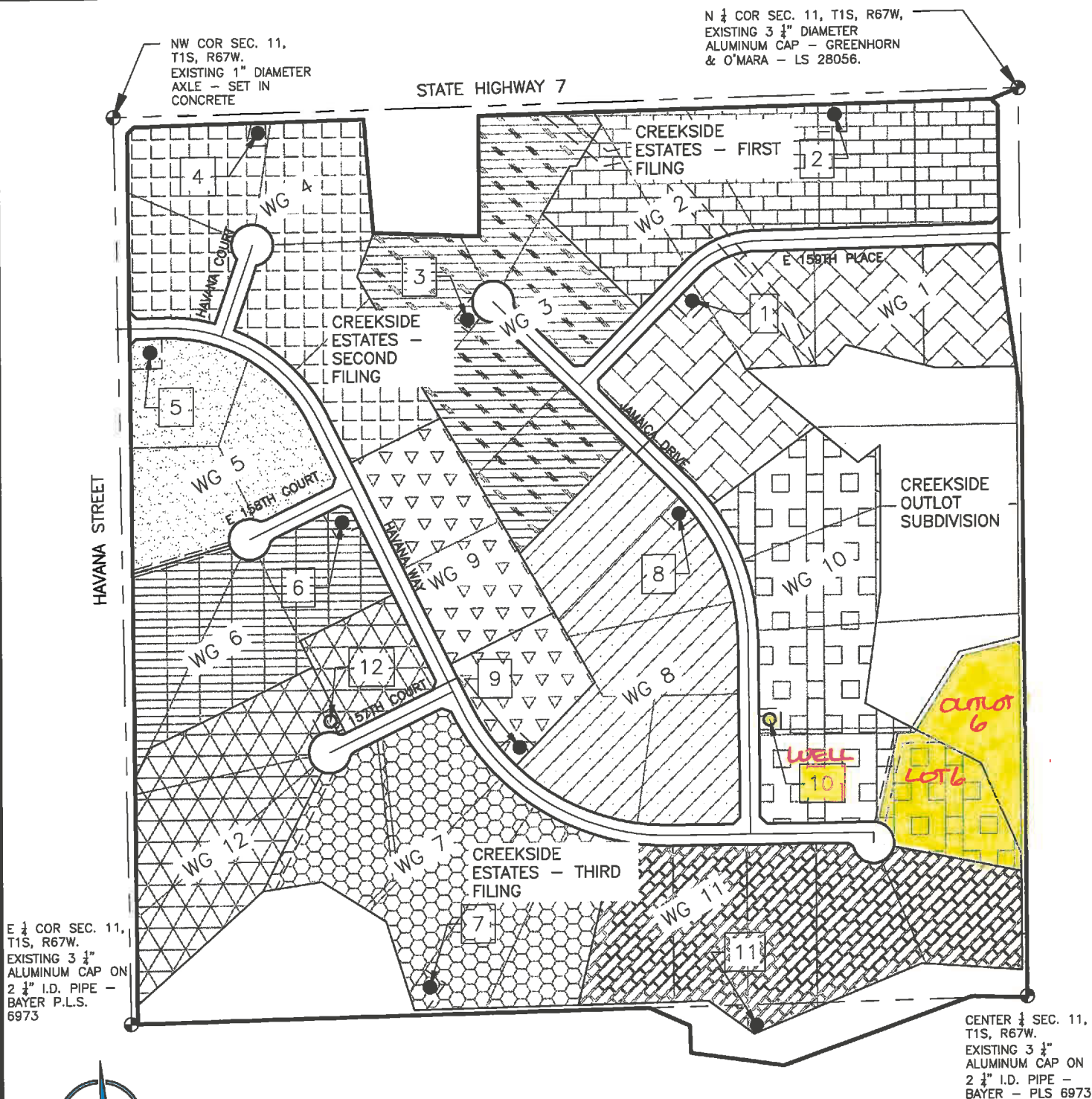
DATE
05-17-2018

BOOK AND PAGE

REVISIONS

PATH/FILENAME L:\Engineering\0417045.02 Creekside Special Service Plan\DRAWINGS\EXHIBITS\Boundary Exhibit.dwg

Exhibit B



0 400
SCALE: 1" = 400'
U.S. SURVEY FEET

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT EXISTING WELLS, CISTERNS AND PUMPS

SHEET 1 OF 1

WG - WELL GROUP (1-12)
X - WELL NUMBER (1-12)



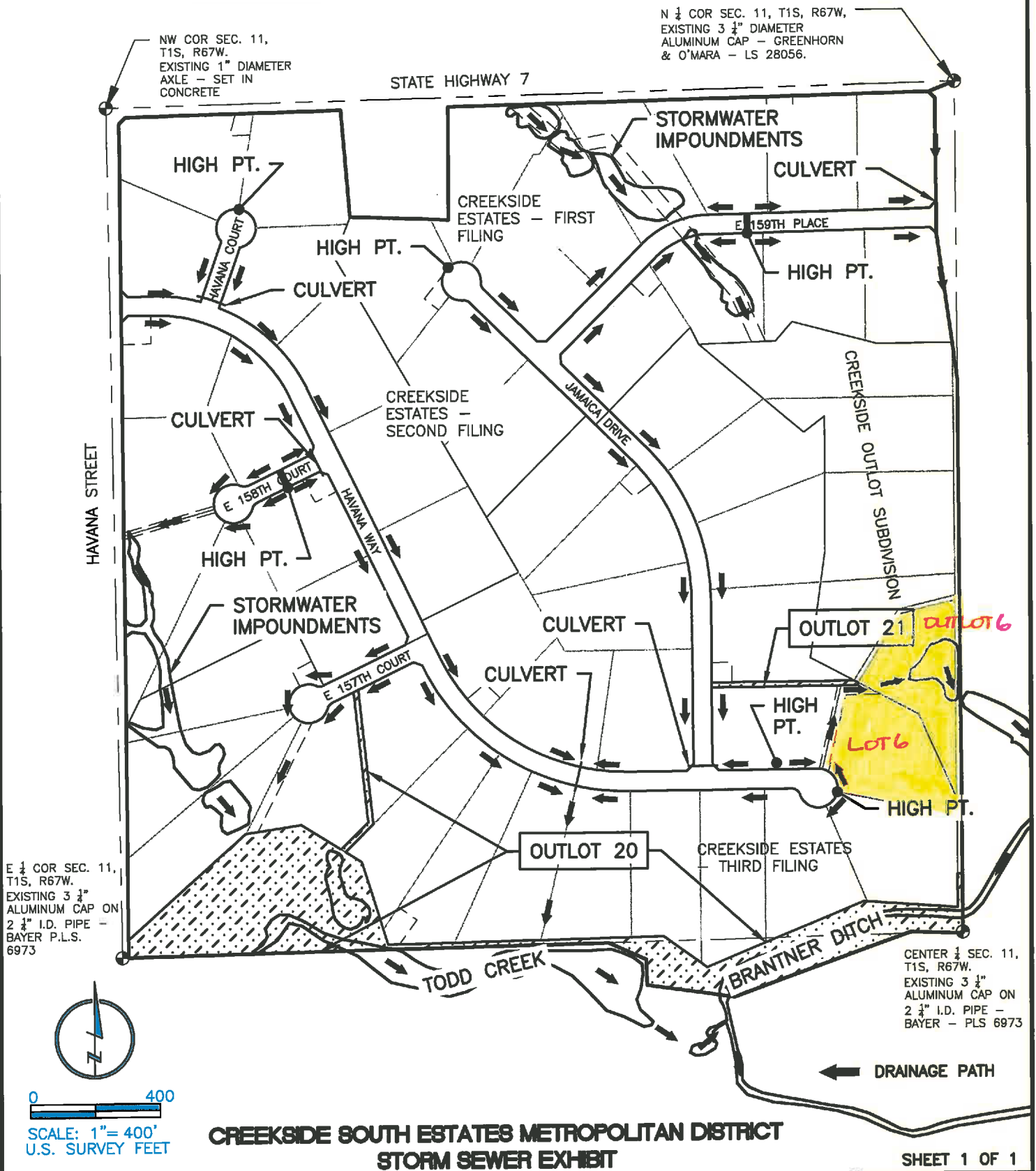
LAMP RYNEARSON
& ASSOCIATES

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JAC	TDS		0417045.02	05-17-2018		

PATH\FLENAME L:\Engineering\0417045.02 Creekside Special Service Plan\DRAWINGS\EXHIBITS\EXISTING Water Exhibit.dwg

Exhibit C



LAMP RYNEARSON
& ASSOCIATES

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JAC	TDS	BS	0417045.02	05-17-2018		

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Exhibit D

Creekside South Estates MD - Mill Levy Comps
8/3/2018

Metro District	District Mills	Non-District Mills	Total Mill Levy
Lewis Pointe MD	75.18	106.02	181.20
Cundall Farms MD	66.33	106.02	172.36
Talon Pointe MD	75.28	90.53	165.81
Big Dry Creek MD	73.28	91.93	165.21
Amber Creek MD	72.01	90.53	162.54
Creekside South Estates MD	70.00	92.11	162.11
Heritage Todd Creek MD	63.95	91.53	155.48
Willow Bend MD	55.28	90.53	145.81



Development Review Team Comments

Date: 6/28/18

Project Number: PLN2018-00020

Project Name: Creekside South Estates Metropolitan District

The following review comments and information from the Development Review Team is based on the information you submitted and applicable to the submitted documents only. Please contact the case manager if you have any questions:

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. proposed Metropolitan District Service Plan for the EXISITNG Creekside South Estates Subdivision.

PLN2. ZONING/ COMPREHENSIVE PLAN:

- a. All parcels are currently designated as Agriculture-1 (A-1)
- b. Future Land Use designation on all parcels is Estate Residential.
- c. Housing a lower density (no greater than 1 unit per 2 acres), does not require central water and sewer services.

PLN3. PROPOSED DEVELOPMENT, SERVICES, AND FACILITIES:

- a. Boundaries of proposed district encompass 53 existing single family lots on approximately 143 acres.
- b. Public improvements the District is proposed to finance and maintain include:
 - i. Storm drainage
 - ii. Water systems (transmission and distribution)
 - iii. Covenant enforcement and design review

PLN6: Intergovernmental Agreements:

- a. Is water still provided by Northgate? Previous conversations with the developer indicated the site has been excluded from the Northgate District and both water and sanitation will be provided by Crestview.

PLN 3. COMMENTS:

- a. Please clairfy if the proposed mill levy (up to 91 mills) is in addition to exisitng or total including current assessed mills.

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: glabrie@adcogov.org

ENG1: No comment.

Commenting Division: Development Services, Right-of-Way:

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: No comment.

Commenting Division: Development Services, Building Safety:

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- No comment.

Commenting Division: Finance

Name of Review: Ben Dahlman

Email: bdahlman@adcogov.org

1. Infrastructure
 - a. The Service plan shows that District will own and maintain infrastructure. This plan mentions that the intent is to cover limited services including; ongoing water services, storm drainage services, covenant enforcement services and their financing. The plan notes that the County is not responsible for those items.
2. Stormwater
 - a. The County charges fees for storm water. This would be in addition to any fees or revenues paid for other storm water activities by the proposed District's activities. Public Works could confirm any overlapping services if any.
3. Maximum debt mill levy/Operations levy (fees)
 - a. The proposed maximum mill levy of 91 mills for debt service is higher than seen in other service plans. Normally, rates in the 50 mills or lower range are proposed. Higher mill levies may impact these properties' values in the market and would result in higher taxes than seen in other areas. The plan anticipates a debt service mill levy of 70 mills which would still be considered high.
 - b. It is noted that there are also proposed operating costs that may be funded with taxes. Other revenues such as fees may be available though they are not, but could be, specifically identified. The financial model shows a very high operating mill levy of a range between 163 and 166 mills. This would be additive to the debt mill levy. The total would produce a very high mill levy for taxpayers.
 - c. We believe that the paragraph should include wording that says that the District will collect property tax enough to cover the debt service from the max mill levy of 91 mills, and reduce the mill levy accordingly, even if temporarily, if over collected.

- d. Definition of maximum debt limit does not include funding and/or operations of Public Improvements and District Activities if approved by voters, to the extent covered by law, thereby potentially creating a high debt limit. If savings can be achieved a refunding, reissuance or restructuring would also not count toward this limit.
- e. What fees might be considered in addition to taxes to pay for the costs proposed in the plan?

4. Financing Plan

- a. The Service Plan includes a maximum interest rate for debt at 18%. It is common for this number to be used. The financial model assumes a 5% coupon. A comment on the fairness of this assumption compared to other non-rated districts seen in the market would be useful.
- b. Since this District is already built out, there would not be absorption risk related to new construction. The model does forecast increasing assessed values of existing properties. Property values may decrease and impact the financing model and cause there to be a shortage of revenue if mill levies cannot be raised high enough to cover needs.
- c. The model shows funding for the project based upon various assumptions. The assumptions may not be realized. The notes from D.A. Davidson show some of the risks of the assumptions. The D.A. Davidson letter notes that they have not independently evaluated the assumptions that the financial model uses and do not vouch for those items and explain that the actual results may vary materially. Has the proposed district analyzed possible scenarios where assumptions materially change?
- d. How do the issuance costs compare to other similar proposals if available?

5. Annual report

- a. What does it mean when the District will submit an annual report in the form of a “survey”? Please explain

Emily Collins

From: Gutierrez, Carla [CGutierrez@brightonfire.org]
Sent: Monday, June 18, 2018 5:13 PM
To: Emily Collins
Subject: RE: PLN2018-00020 Creekside Metro District Request for Comments

Hello Emily,

We have no comments on this case at this time.

Thank you!

Carla Gutierrez

Fire Inspector
Brighton Fire Rescue District
500 S. 4th Ave. 3rd Floor
Brighton, CO 80601
303-654-8042
www.brightonfire.org

From: Emily Collins [<mailto:ECollins@adcogov.org>]
Sent: Thursday, June 7, 2018 4:35 PM
To: Lisa Johnson <ljohnson@sdmsi.com>; zwhite@wbapc.com; roger@equinoxland.com; 'firedept@cityofthornton.net' <firedept@cityofthornton.net>; 'lori.hight@cityofthornton.net' <lori.hight@cityofthornton.net>; Bradford, Jason <jbradford@brightonco.gov>; Even, Whitney <weven@brightonfire.org>; sgosselin@northmetrofire.org; Loeffler - CDOT, Steven <steven.loeffler@state.co.us>; Kerrie Monti <kmonti@sd27j.net>; 'chris.quinn@rtd-denver.com' <chris.quinn@rtd-denver.com>; Simmonds, Craig <CSimmonds@mwr.dst.co.us>; Williams - Dnr, Joanna <Joanna.Williams@State.CO.US>; thomas_lowe@cable.comcast.com; brandyn.wiedrich@centurylink.com
Cc: Greg Labrie <GLabrie@adcogov.org>; Justin Blair <jblair@adcogov.org>; Aaron Clark <AClark@adcogov.org>; Marissa Hillje <MHillje@adcogov.org>; Eric Guenther <EGuenther@adcogov.org>; Christine Francescani <CFrancescani@adcogov.org>; Christine Fitch <CFitch@adcogov.org>; Ben Dahlman <BDahlman@adcogov.org>; Brigitte Grimm <BGrimm@adcogov.org>; Stan Martin <SMartin@adcogov.org>
Subject: PLN2018-00020 Creekside Metro District Request for Comments

Good Afternoon:

Please review the attached Request for Comments for the case listed above. Comments on this request are due by **Thursday, June 28th**.

Thanks you for your review of the proposed Metropolitan District Service Plan.



Thanks,
Emily Collins, AICP
Planner III, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, W2000A

Emily Collins

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, June 28, 2018 10:52 AM
To: Emily Collins
Subject: Re: PLN2018-00020 Creekside Metro District Request for Comments

Emily,

I have reviewed the referral named above regarding a Service Plan for the Creekside South Estates metropolitan District located at Highway 7 between Havana St. and Lima St. and have the following comment:

- If any future work is proposed in the State Highway 7 Right-of-Way, a permit from our office will be required.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

On Thu, Jun 7, 2018 at 4:34 PM, Emily Collins <ECollins@adcogov.org> wrote:

Good Afternoon:

Please review the attached Request for Comments for the case listed above. Comments on this request are due by **Thursday, June 28th**.

Thanks you for your review of the proposed Metropolitan District Service Plan.



Thanks,

Emily Collins, AICP



Statement Of Taxes Due

Account Number R0106771

Parcel 0157111003017

Legal Description

SUB:CREEKSIDE ESTATES THIRD FILING BLK:1 LOT:7

Situs Address

15605 HAVANA WAY

Account: R0106771
HEADRICK THOMAS L JR AND KATHLEEN
15605 HAVANA WAY
BRIGHTON, CO 80602

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2017	\$2,744.08	\$2.00	\$0.00	(\$2,644.08)	\$102.00
Total Tax Charge					\$102.00
First Half Due as of 07/31/2018					\$0.00
Second Half Due as of 07/31/2018					\$102.00

Tax Billed at 2017 Rates for Tax Area 290 - 290

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6690000	\$135.72	RES IMPRV LAND	\$142,000	\$10,220
FIRE DISTRICT 6	11.7950000	\$436.30	SINGLE FAMILY RES	\$371,761	\$26,770
ADAMS COUNTY	26.9290000	\$996.10	Total	\$513,761	\$36,990
SD 27	49.1640000	\$1,818.57			
URBAN DRAINAGE SOUTH PLATTE	0.0570000*	\$2.11			
URBAN DRAINAGE & FLOOD CONT	0.5000000*	\$18.50			
Taxes Billed 2017	92.1140000	\$3,407.30			
Senior		(\$663.22)			
Net Taxes Billed for 2017		\$2,744.08			

* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer
4430 S Adams County Parkway Suite C2436
Brighton, CO 80601
720-523-6160

NEW SATELLITE OFFICE

11860 Pecos Street
Westminster, CO 80234
Tue, Wed, Thur 7:30 am - 5 pm



COLORADO
Division of Water Resources
Department of Natural Resources

John W. Hickenlooper
Governor

Robert Randall
Executive Director

Kevin G. Rein, P.E.
Director/State Engineer

June 21, 2018

Emily Collins, AICP
Adams County Community & Economic Development Department
Transmitted via email:
ECollins@adcogov.org

RE: Creekside Metro District Service Plan
Project Number: PLN2018-00020
Water Division 1, Water Districts 1 and 2

Dear Ms. Collins,

This referral does not appear to qualify as a “subdivision” as defined in Section 30-28-101(10)(a), C.R.S. Therefore, pursuant to the State Engineer’s March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide informal comments. The comments do not address the adequacy of the water supply plan for this project or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The proposed Creekside Metro District (“District”) Service Plan is being developed for the purpose to finance the construction of public improvements, operate and maintain such public improvements and to provide covenant enforcement and design review within the District boundaries. The proposed District service area consists of approximately 143.112 acres and the boundaries appears to incorporate Creekside Estates Subdivision Filing 1, 2 and 3. According to our records the Creekside Estates Subdivision is currently supplied by either individual on lot wells or shared wells that are withdrawing water from the nontributary Laramie-Fox Hills aquifer. Based on the information provided, it is unknown if the proposed District will incorporate the existing wells within its proposed service plan. In addition, information on the District water right or the water supply source was not provided. Therefore we note that, pursuant to CRS 30-28-136(1)(h)(II), the District is required to file a report with the county and the State Engineer documenting the amount of water which can be supplied to the service area without causing injury to existing water rights. See the [Guidelines for Subdivision Water Supply Plan Reports](#) for the necessary information. This report needs to be provided prior to review of any subdivision water supply plan, for a new subdivision, within the proposed District’s service area.

Should you have any questions or concerns, please contact Ioana Comaniciu in this office at 303-866-3581x 8246.

Sincerely,

Joanna Williams, P.E.
Water Resource Engineer

Ec: Project No. 24520



August 23, 2018

To:

Adams County Board of County Commissioners,

Pursuant to 32-1-203 (3.5), C.R.S.

RECEIVED

AUG 27 2018

**Adams County
Commissioners' Office**

We, James and Judy Anderson, request that our property be excluded from proposed Creekside South Estates Metropolitan District.

We, James and Judy Anderson own lot 6 and out lot 6, third filing, at the far east edge of the subdivision also known as 15610 Havana Way Brighton, CO 80602. We have owned this property for 21 years and are both senior citizens. When we bought this property, we paid \$10,500 for .71 acre feet of water and our part in our well.

Due to the lack of responsibility to maintain the wells by the Creekside board of directors, we have received boil water notices for a year now. We have applied and paid for a well permit from the State of Colorado's Division of Water Resources to drill our own private well. We were told by the Division of Water Resources, that they have no problem giving us the permit because we already own .71 acre feet of water. The only thing we would be changing is the way we get the water by drilling our own well. The only thing that we would need to proceed, is for Stan Martin, the president of Creekside HOA to sign off on it stating that we could unhook from our present well.

Jennifer Tanaka, attorney for forming the Metro District for Creekside then sent us a letter stating that the only way the board would sign our request, would be if we voted for the Metro District to be formed and with the inclusion of our property into the boundaries of the district. Then the board would only sign the form we would need after the Metro District was formed. (Please see enclosed letter directly from White Bear Ankele, Attorneys hired to form the Metro District for Creekside).

It is my understanding that once a Metro District is formed, you cannot drill a well. This seemed extremely unethical to say the least and possibly illegal to try to force us to vote for the Metro District to be formed to then later find out that once it is formed, we could not drill our own private well. We feel that we not only have been lied to but blackmailed by this law firm and Stan Martin, President of our HOA. Jennifer Tananka, Attorney for Creekside South Estates Metro District said we could not request to be exempt from the Metro District until after it was formed. She also told us that they could not force us to unhook from our well because we are grandfathered in.

We have always paid into a well fund that was not spent on what it was intended for. The wells were not properly maintained as they should have been. A Metro District would not

benefit us in any way. It would put a financial hardship on us, which we have no means to recover from. Since we are on a fixed income, we cannot afford to be a part of this district.

In conclusion, by being exempt from the Metro District, we would be able to drill our own well, keep our home and live out the remainder of our lives here as planned. We ask that you please exclude us from the proposed Metro District for Creekside South Estates.

Thank you,

James and Judy Anderson
15610 Havana Way
Brighton, CO 80602

James Anderson
Judy Anderson

GARY R. WHITE, FOUNDER EMERITUS
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS

OF COUNSEL:
KRISTEN D. BEAR
BLAIR M. DICKHONER



SEAN ALLEN
ZACHARY P. WHITE
CASEY K. LEKAHAL
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
KRISTIN J. SCHLEDORN
SILVIA FEJKA
BRADLEY T. NEIMAN
EVE M. GRINA

May 14, 2018

Mr. Jim Anderson
Ms. Judy Anderson
15610 Havana Way
Brighton, Colorado 80602

VIA Electronic Mail (jimjudyande@msn.com)

Re: Creekside South Estates Well Request

Dear Mr. and Ms. Anderson:

We are writing on behalf of the Creekside South Estates Homeowner's Association, Inc. (the "HOA"). The HOA is in receipt of a water well permit application that you have prepared to be submitted to the Colorado Department of Natural Resources seeking consent to: 1) re-permit the existing Well No. 10 ("Well 10") to serve Lots 2-5 rather than Lots 2-6 within the Creekside South Estates subdivision; and 2) construct a new well to serve your Lot 6 (as presented to the HOA, the "Application"). The Application requires the HOA's endorsement for further processing with the Colorado Department of Natural Resources.

It is our understanding that the primary purpose of the Application is to allow you to drill your own private well to serve Lot 6 in the event that you believe that Well 10 becomes incapable of meeting your water needs for any reason in the future or that water is received from other municipal sources. Well 10 has historically provided sufficient water to Lots 2-6 and is currently providing sufficient water to Lots 2-6. Further, we have no information suggesting that Well 10 will fail to continue to provide sufficient water to Lots 2-6 in the future.

As you are aware, the HOA is currently seeking to organize the proposed Creekside South Estates Metropolitan District (the "District") and has recently submitted a draft service plan to Adams County (the "County") for its review and comment. It is the HOA's hope to have the District's service plan approved by the County at a public hearing in advance of an organizational election for the District that would be conducted in November, 2018. The primary purpose of the District would be to provide financial flexibility in the event the water system within Creekside South Estates needs to be either centralized within the community or, if the water system is to remain on separate wells, to provide a funding mechanism to more efficiently and economically pay for the increased costs of testing and treatment recently required by the Colorado Department of Public Health and Environment. Once organized, the District would

Re: Creekside South Estates Well Request
Mr. and Ms. Anderson
May 14, 2018
Page 2 of 2

examine whether it would be more cost-efficient to keep the current well system in place (with the required upgrades and funding to meet the necessary increased testing standards), or to centralize the water system within the community. In either scenario, all properties within the community would receive the same general water service that they currently receive as there are no viable plans for the community to receive water service from any adjacent municipalities (such as the City of Thornton) or special districts (such as Todd Creek Village Metropolitan District).

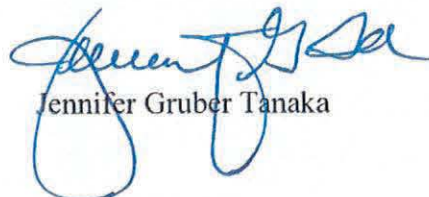
After numerous meetings and discussions with fellow homeowners, the HOA has come to the conclusion that the formation of the District is necessary and in the best interests of the community to ensure that the water system for the community remains safe, functional and affordable. It is very expensive to operate and maintain any water system in compliance with applicable health and safety laws, and the formation of the District will allow for a community-run funding mechanism to help offset those costs to a greater degree than what is currently available to the HOA.

Notwithstanding our current path, the HOA is sensitive to your concerns and understands that you wish to have an alternative water source option even if the District is organized. Contingent upon the successful organization of the District, the HOA is willing to endorse the Application for submission to the Colorado Department of Natural Resources provided that you agree that any and all costs associated with any private well will be your sole responsibility and not that of the HOA or the District. Further, our endorsement is expressly conditioned upon you both agreeing: 1) to the HOA's organization of the District; and 2) to the inclusion of your property into the boundaries of the District, which will require that your property be proportionally responsible for any fees and/or mill levies imposed by the District for both operations and debt. If this is acceptable to you, please sign and date the enclosed consents and return them back to our attention. Upon receipt of the consents and the successful organization of the District, we will forward the HOA-executed Application back to you for processing as you deem necessary or appropriate.

Please contact us should you have any questions.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



Jennifer Gruber Tanaka

Enclosures

cc: Creekside South Estates Homeowner's Association, Inc.

_____, 2018

Creskide South Estates Homeowner's Association, Inc.
2140 South Holly Street
Denver, Colorado 80222

Adams County Board of County Commissioners
4430 South Adams County Parkway
5th Floor, Suite C5000A
Brighton, Colorado 80601

Re: Proposed Creekside South Estates Metropolitan District
Consent to District Organization

To Whom It May Concern:

I, Jim Anderson, am an owner of the taxable property located at 15610 Havana Way, Brighton, Colorado 80602 (the "Property"), and I hereby consent: 1) to the organization of the proposed Creekside South Estates Metropolitan District (the "District"); and 2) to the inclusion of the Property into the boundaries of the District, which will require that the Property be proportionally responsible for any fees and/or mill levies imposed by the District for both operations and debt. Should I revoke this consent at any anytime or seek to exclude the Property from the District, either before or after organization, I understand and agree that such action will constitute a breach of the condition precedent pursuant to which the HOA and/or the District granted consent to the well permit application for the Property and that the HOA and/or the District may pursue all remedies available in order to enforce the condition precedent or to revoke their consent. I further understand and agree that the HOA's consent to the well permit application for the Property is contingent upon the successful organization of the District, and the HOA will only provide the necessary endorsement for such well permit application upon such time as the District is successfully organized.

Sincerely,

Name: Jim Anderson

STATE OF COLORADO

) ss.

COUNTY OF

The foregoing Consent to District Organization was acknowledged before me this ____ day of _____, 2018, by Jim Anderson, an individual.

WITNESS my hand and official seal.

My commission expires:

Notary Public

_____, 2018

Creekside South Estates Homeowner's Association, Inc.
2140 South Holly Street
Denver, Colorado 80222

Adams County Board of County Commissioners
4430 South Adams County Parkway
5th Floor, Suite C5000A
Brighton, Colorado 80601

Re: Proposed Creekside South Estates Metropolitan District
Consent to District Organization

To Whom It May Concern:

I, Judy Anderson, am an owner of the taxable property located at 15610 Havana Way, Brighton, Colorado 80602 (the "Property"). I hereby consent: 1) to the organization of the proposed Creekside South Estates Metropolitan District (the "District"); and 2) to the inclusion of the Property into the boundaries of the District, which will require that the Property be proportionally responsible for any fees and/or mill levies imposed by the District for both operations and debt. Should I revoke this consent at any anytime or seek to exclude the Property from the District, either before or after organization, I understand and agree that such action will constitute a breach of the condition precedent pursuant to which the HOA and/or the District granted consent to the well permit application for the Property and that the HOA and/or the District may pursue all remedies available in order to enforce the condition precedent or to revoke their consent. I further understand and agree that the HOA's consent to the well permit application for the Property is contingent upon the successful organization of the District, and the HOA will only provide the necessary endorsement for such well permit application upon such time as the District is successfully organized.

Sincerely,

Name: Judy Anderson

STATE OF COLORADO

)

) ss.

COUNTY OF _____

)

The foregoing Consent to District Organization was acknowledged before me this _____ day of _____, 2018, by Judy Anderson, an individual.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



Request for Comments

Case Name:	Creekside South Estates Metropolitan District Service Plan
Case Number:	PLN2018-00020

June 7, 2018

Adams County Planning Commission and Board of County Commissioners are requesting comments on the following:

Service Plan for the Creekside South Estates Metropolitan District to provide funding for construction and maintenance of public services and facilities in the Creekside South Subdivision.

This request is located at **HIGHWAY 7 BETWEEN HAVANA ST. AND LIMA ST.**

The Assessor's Parcel Numbers: **SEE ATTACHED INFORMATION**

Applicant Information **WHITE BEAR ANKELE TANAKA WALDRON**
2154 EAST COMMONS AVENUE, SUITE 2000
CENTENNIAL, CO 80122

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **June 28, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

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

Thank you for your review of this case.

Emily Collins

Emily Collins, AICP
Case Manager



Public Hearing Notification

Case Name:	Creekside South Estates Metropolitan District
Case Number:	PLN2018-00020
Planning Commission Date:	08/09/2018 at 6:00 p.m

July 20, 2018

A public hearing has been set by the Adams County Board of Planning Commission to consider the following request:

Service Plan for the Creekside South Estates Metropolitan District to provide funding for construction and maintenance of public services and facilities in the Creekside South Subdivision

This request is located at **See attached legal description**

Applicant Information **White Bear Ankele Tanaka Waldron**
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins, AICP
Case Manager

Emily Collins

From: Emily Collins
Sent: Thursday, June 07, 2018 4:34 PM
To: Lisa Johnson; 'zwhite@wbapc.com'; 'roger@equinoxland.com'; 'firedept@cityofthornton.net'; 'lori.hight@cityofthornton.net'; 'Bradford, Jason'; 'Even, Whitney'; 'sgosselin@northmetrofire.org'; 'Loeffler - CDOT, Steven'; 'Kerrie Monti'; 'chris.quinn@rtd-denver.com'; Simmonds, Craig; Williams - Dnr, Joanna; 'thomas_lowe@cable.comcast.com'; 'brandyn.wiedrich@centurylink.com'
Cc: Greg Labrie; Justin Blair; Aaron Clark; Marissa Hillje; Eric Guenther; Christine Francescani; Christine Fitch; Ben Dahlman; Brigitte Grimm; Stan Martin
Subject: PLN2018-00020 Creekside Metro District Request for Comments
Attachments: PLN2018-00020 Creekside Estates Metro District Request for Comments.pdf

Good Afternoon:

Please review the attached Request for Comments for the case listed above. Comments on this request are due by **Thursday, June 28th**.

Thanks you for your review of the proposed Metropolitan District Service Plan.

Thanks,



Emily Collins, AICP

Planner III, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720-523-6820 | ecollins@adcogov.org

www.adcogov.org

ABBOTT ALAN J AND
ABBOTT CHERYL L
15725 JAMAICA DR
BRIGHTON CO 80602

CALHOON AARON J AND
CALHOON AUDRA L
15630 HAVANA WAY
BRIGHTON CO 80602

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

CARABAJAL CARL A/IDA AND
CARABAJAL AMARANTE C
15625 HAVANA WAY
BRIGHTON CO 80602-7408

ALEXANDER ANITA JANE TRUST
15991 HAVANA CT
BRIGHTON CO 80602-7404

CHRISTENSEN JEN AND
CHRISTENSEN SHAWN M
15775 JAMAICA DR
BRIGHTON CO 80602-7417

ANDERSON JAMES R AND
ANDERSON JUDY D
15610 HAVANA WAY
BRIGHTON CO 80602

COLLINS CHRISTIAN A AND
COLLINS BRANDI M
15645 HAVANA WAY
BRIGHTON CO 80602

ANDERSON JAMES R AND JUDY D
15610 HAVANA WAY
BRIGHTON CO 80602

CREEKSIDE SOUTH ESTATES HOMEOWNERS
ASSOCIATION C/O COMMUNITY RESOURCES
10086 GRANITE HILL DR
PARKER CO 80134

BALTZ TONY AND
BALTZ LINDSEY
10600 E 157TH CT
BRIGHTON CO 80602

CREEKSIDE SOUTH HOMEOWNERS
ASSOC C/O COMMUNITY RESOURCES
10086 GRANITE HILL DR
PARKER CO 80134

BERNAL FIDEL
10955 E 159TH PL
BRIGHTON CO 80602-7405

DEINES DAVID M AND SILVA L
15875 JAMAICA DR
BRIGHTON CO 80602

BURELA DANIEL AND BURELA MELISSA ANN AND
EICHENBERGER BERNARD E
10655 E 157TH CT
BRIGHTON CO 80602-7434

EHRlich JUDITH E
15705 HAVANA WAY
BRIGHTON CO 80602

BURGE KEVIN D AND
BURGE ANITA C
15855 HAVANA WAY
BRIGHTON CO 80602-7411

GARCIA PHILLIP AND PATRICIA A
11299 E 159TH PL
BRIGHTON CO 80602

CADWALLADER JOHN W AND
CADWALLADER MARY E
15745 HAVANA WAY
BRIGHTON CO 80602-7402

GELDMEYER DAVID J AND LINDA L
15970 HAVANA WAY
BRIGHTON CO 80602

HUFFMAN MATTHEW
KRAKORA NICOLE
15605 HAVANA WAY
BRIGHTON CO 80602-7408

MERRITT PERRY W AND
MERRITT LORAE D
15820 JAMAICA DR
BRIGHTON CO 80602

KARCZEWSKI BERNARD
15750 HAVANA WAY
BRIGHTON CO 80601

MILINAZZO DALE
15985 JAMAICA DR
BRIGHTON CO 80602-7407

KAYALI HUSSAM
10933 E 159TH PL
BRIGHTON CO 80602-7405

MINNE CRAIG L AND SANDEE L
15825 JAMAICA DR
BRIGHTON CO 80602

LAMBERT JAMES DONALD 1/2 INT AND
LAMBERT BARBARA JEAN 1/2 INT
155 E BRIDGE ST
BRIGHTON CO 80601-1612

MOELLER MATTHEW ALAN AND DYAN E
10551 E 158TH CT
BRIGHTON CO 80602

LUNDAHL KRISTA L AND
LUNDAHL DANIEL J
10920 E 159TH PL
BRIGHTON CO 80602-7406

MOHAR ADALBERTO
15650 HAVANA WAY
BRIGHTON CO 80602-7409

MARTIN JUSTIN AND
MARTIN TRICIA
15815 HAVANA WAY
BRIGHTON CO 80602-7402

MONSON KEVIN N AND LORI L
11040 E 159TH PL
BRIGHTON CO 80602

MARTIN STAN L AND
MARTIN KATHY L
10700 E 157TH CT
BRIGHTON CO 80602

MONTES ELIZABETH
15695 HAVANA WAY
BRIGHTON CO 80602

MC LAIN SHELLY
15700 JAMAICA DR
BRIGHTON CO 80602

MORALES CARLOS AND
MORALES MERCEDES
15990 JAMAICA DRIVE
BRIGHTON CO 80602

MC NURLIN DAVID D/KIRSTEN A TRUSTEES OF
THE MC NURLIN FAMILY LIVING TRUST
15655 HAVANA WAY
BRIGHTON CO 80602

MUSIL DENISE
15810 HAVANA WAY
BRIGHTON CO 80602-7412

MEDLIN WAYNE E AND
MEDLIN PATRICIA L
15655 RIVERDALE RD
BRIGHTON CO 80602-8216

NIELSEN FAMILY TRUST
15750 JAMAICA DR
BRIGHTON CO 80602-7416

ODELL SAMANTHA S
15675 HAVANA WAY
BRIGHTON CO 80602-7415

SCHIEFERECKE MICHAEL AND
SCHIEFERECKE KAREN
15960 HAVANA WAY
BRIGHTON CO 80602

ORTEGA JAMES D
15665 HAVANA WAY
BRIGHTON CO 80602-7415

SCHWEITZER BROCK J AND
SCHWEITZER MANDY B
15635 HAVANA WAY
BRIGHTON CO 80602-7408

PALKO GEORGE P JR AND
PALKO TANDY M
11077 E 159TH PL
BRIGHTON CO 80602

SHEPHERD SHIRLEY M
15905 JAMAICA DR
BRIGHTON CO 80602-7407

PATRIOT TRUST
15710 HAVANA WAY
BRIGHTON CO 80602-7401

SISNEROS BOBBY G
15980 HAVANA COURT
BRIGHTON CO 80602

PEDIGO GARY AND
PEDIGO JACQUELINE
15925 HAVANA WAY
BRIGHTON CO 80602-7411

STEELE T H AND
STEELE SCOTT A
PO BOX 424
EASTLAKE CO 80614-0424

PHILLIPS CHERYL A
15910 JAMAICA DR
BRIGHTON CO 80602-7407

STELLJES NICOLLE MARIE AND
STELLJES VON DEWAYNE JR
15625 RIVERDALE RD
BRIGHTON CO 80602-8216

PHILLIPS ROBERT F
11200 E 159TH PL
BRIGHTON CO 80602

SWIFT CHRIS AND
SWIFT BETH
15800 JAMAICA DR
BRIGHTON CO 80602-7418

ROGNESS JASON AND
ROGNESS REBECCA
10541 E 158TH CT
BRIGHTON CO 80602-7403

THOMPSON JOHN A AND
THOMPSON DELLA
10561 E 158TH CT
BRIGHTON CO 80602

SANDERS PEGGY L
10811 E 159TH PL
BRIGHTON CO 80602

TWIGG EARL RUSSELL JR AND
TWIGG LAUREN ASHLEY
10625 E 157TH CT
BRIGHTON CO 80602-7434

SANDOVAL SHELLY CHARMAYNE AND
SANDOVAL ERIC J
15700 JAMAICA DR
BRIGHTON CO 80602-7416

WATSON DENISE M
10810 E 159TH PL
BRIGHTON CO 80602

WILSON BRIAN C AND
WILSON SHELBY G
15670 HAVANA WAY
BRIGHTON CO 80602-7409

WRIGHT VERNON L
10740 E 160TH AVE
BRIGHTON CO 80602-7433

PLN2018-00020

Creekside South Estates

Metropolitan District Service Plan

September 11, 2018

Board of County Commissioners

Community and Economic Development

Case Manager: Emily Collins



Request

- A Service Plan for the Creekside South Estates Metropolitan District
 - provide funding for construction and maintenance of public services and facilities in the Metropolitan District service area

Aerial View

US Highway 7

Existing Subdivision

Havana St

Background

- Creekside Estates Subdivision ('95-96):
 - 143 acres
 - 53 single-family dwellings
- Current Infrastructure
 - Water provided by de-centralized well system (12 wells)
 - Owned and operated by HOA
 - Required upgrades (age and CDPHE)
- Metro District
 - Financing for construction
 - Grants and low-interest loans
 - Lower rates for insurance and liability

Development Standards

- Chapter 10-Special Districts
 - Description of area to be served
 - Description of proposed facilities & services
 - Financial plan (cost & debt)
- Findings
 - Sufficient existing and projected need for organized services
 - Existing service is inadequate for present and projected needs
 - Proposed district is capable of providing economical and sufficient service/ financial ability to repay debt

Description of Facilities

- Water
 - Potable and non-potable water distribution and transmission lines
 - CDPHE requirements (testing/ monitoring for public water supply systems)
- Storm Drainage
 - Detention ponds, culverts, etc.
- Covenant Enforcement
 - Design review services

Financing Structure

- Cost of public improvements: **\$1,786,104 million**
- Max. debt limitation: **\$2.5 million**
- Max. debt mill levy: **91**
 - 70 mills proposed
- Max. interest rate: Market rate
- Length of bonds: 30 years
- Various revenue sources
 - (e.g. Ad valorem property taxes & fees, rates, tolls, penalties)

Referral Comments

- Agencies/districts within 3 miles
 - CDOT, Brighton Fire, Division of Water no concerns
- Adams County agencies
 - Finance concerns (high mill levy)
 - May negatively impact property values

PC UPDATE

- August 9, 2018
 - Recommended unanimous approval (7-0) vote
- Discussion:
 - Public outreach
 - Cost analysis and alternatives
- Public Testimony Concerns:
 - Letter received August 27th requesting exclusion

Exclusion Request

- Pursuant to 32-1-203 (3.5) C.R.S. the property owners submitted a Request for Exclusion from the proposed Metropolitan District
- The petitioners of a proposed special district shall have the burden of proving that the exclusion of the property is not in the best interests of the proposed district
- Any request for exclusion shall be acted upon before final action on the proposed service plan

Exclusion Request

- Private Well Permit
 - HOA owns water rights associated with existing community wells
- Private Well Cost
 - Drilling estimated at \$60,000 plus \$8-12,000 for infrastructure
- Financial Impact of Exclusion
 - Lowers assessed value of community, increases cost
- District Election
 - Property owners can vote
- Staff Recommendation
 - Not allow exclusion request

Exclusion Request Public Comment

Service Plan Recommendation

- Sufficient existing and projected need
- Existing service is inadequate
- Capable of providing service
- Financial ability to re-pay debt
- Adequate service will not be available through the County or other agency
- Facility and service standards compatible with County standards
- Compliance with Master Plan
- Compliance with County, regional, or state water quality management plans
- Creation of District in best interest of area to be served
- **Staff recommends Approval of this request with 9 findings-of-fact.**

Findings-of-Fact

1. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.
2. The existing service in the area to be served is inadequate for present and projected needs.
3. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.
4. The area to be included in the proposed Special District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, or will not be, available to the area through the County, other existing municipal or quasi-municipal corporations, including existing Special Districts, within a reasonable time and on a comparable basis.

Findings of Fact

6. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each county within which the proposed District is to be located and each municipality which is an interested party under C.R.S. Section 32-1-204 (1).
7. The proposal is in compliance with a master plan adopted pursuant to C.R.S. Section 30-28-106.
8. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.
9. The creation of the proposed District will be in the best interest of the area proposed to be served.

Current Mill Levy

Name	Tax Collection Year	Mill Levy
ADAMS COUNTY	2018	26.929
FIRE DISTRICT 6 GREATER BRIGHTON	2018	11.795
RANGEVIEW LIBRARY DISTRICT	2018	3.669
RTD	2018	0.000
School District 27-Brighton	2018	49.164
URBAN DRAINAGE & FLOOD CONTROL	2018	0.500
URBAN DRAINAGE SOUTH PLATTE	2018	0.057
Total		92.114

Proposed Mill Levy Impact

Address	Current Actual Valuation	Current Assessed Valuation	Current Mill Levy	Current Paid Taxes	District Mill Levy: 70 mills	Total Overlapping Mill Levy
15980 Havana Ct.	\$394,997	\$28,430	92.114	\$2,618.80	\$1,990.10	\$4,608.90
10561 E. 158 th Ct.	\$511,198	\$36,800	92.114	\$3,389.80	\$2,576	\$5,965.80
15645 Havana Way	\$604,508	\$43,520	92.114	\$4,008.80	\$3,046.40	\$7,055.20
15630 Havana Way	\$509,570	\$36,690	92.114	\$3,379.66	\$2,568.30	\$5,947.96
15610 Havana Way	\$586,458	\$42,220	92.114	\$3,889.05	\$2,955.40	\$6,844.45

Property Taxes

- Actual value is not taxable value
 - Taxable is a % of actual= Assessed value
 - Residential assessment rate is 7.96% (since 2007)
- To **calculate** the property **tax**, multiply the assessed value times the decimal equivalent of the total **mill levy**.
- A **mill** is equal to 1/1000 of a dollar (\$1 per \$1,000).
- A **tax** rate is the **mill levy** expressed as a percentage.
- 98.42 **mills** = 9.842 percent or .09842 as the decimal equivalent.
- Assessed Value x Mill Levy= Taxes



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

**Case No.: RCU2018-00021
Case Name: TruStile Rezoning**

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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

September 11, 2018

CASE No.: RCU2018-00021 CASE NAME: TruStile Rezoning
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Owner's Name:	Kenneth M. Marrone
Applicant's Name:	EFG-Denver, LLC (on behalf of TruStile Properties)
Applicant's Address:	4601 DTC Blvd., Ste. 130, Denver, CO 80237
Location of Request:	1041 East 71 st Avenue, 999 East 71 st Avenue, and one Vacant Lot.
Nature of Request:	Rezone from Agricultural-1 (A-1) to Industrial-1 (I-1)
Zone District:	A-1, Agricultural
Site Size:	Approximately 9 acres
Proposed Uses:	Light Industrial
Existing Use:	Single-Family Residential on western and middle parcel and vacant on eastern parcel.
Hearing Date(s):	PC: August 23, 2018 / 6:00 p.m. BoCC: September 11, 2018 / 9:30 a.m.
Report Date:	August 27, 2018
Case Manager:	Anna Gibson
PC Recommendation:	APPROVAL with 4 Findings of Fact

SUMMARY OF PREVIOUS APPLICATIONS

On May 21, 2018, County Staff had a conceptual review meeting with the applicant to discuss intended development plans for the property. At the meeting, Staff recommended a rezoning of the property as well as a plat correction in order to accomplish the intended development of light industrial on the property.

SUMMARY OF APPLICATION

Background

The applicant is requesting to rezone the subject property, consisting of three separate parcels, from Agricultural-1 (A-1) to Industrial-1 (I-1). According to the applicant, the intent of the request is to ultimately develop the site for light manufacturing uses. Currently, the intended user, TruStile Doors, is operating in four separate buildings at different locations in the County and, with this property, will relocate and consolidate all operations on the subject property.

Site Characteristics

The request consists of three parcels totaling 9.11 acres. Two of the parcels are currently developed with a single family dwelling. The third parcel consists of approximately 4.59 acres and is vacant. There is a fourth parcel separating the 4.59 acre parcel from the two developed parcels with single family dwellings. The 4.59 acre parcel is already designated as Industrial-1 and is not part of the rezoning request. However, the applicant intends to combine all four of the parcels after the rezoning approval into one parcel for a unified development.

The property is located within a half-mile of three interstate highways (I-25, I-76, and I-270) and has direct access to East 71st Avenue to the south and Interstate 270 borders the property to the north. Currently, East 71st Avenue is constructed as a narrow, rural, residential roadway and does not have the capacity to support large vehicle usage or traffic from an industrial use. In addition, the western segment of East 71st Avenue connecting to the subject property has a weight restriction that prohibits large truck traffic usage.

Per Section 8-02-02 of the County's Development Standards and Regulation, a preliminary traffic impact study is required to be submitted with rezoning application requests. The applicant submitted the preliminary traffic impact study and demonstrated compliance with the required information to rezone the property. In addition, the Development Services Engineering staff reviewed the report and determined it to be adequate to support the rezoning request. Per Section 8-02 of the County's Development Standards, a full Traffic Impact Study shall be required with submission for a building permit. This report will be required to include impacts of the proposed development on surrounding road networks. The study will also determine the specific type of improvements required for development on the property.

Development Standards and Regulations Requirements

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the approval criteria for a rezoning request. The criteria includes: consistency with the County's Comprehensive Plan and purpose of the Development Standards, compatibility and harmony with the surrounding area, and not detrimental to future development of the area.

The request is to rezone three parcels from A-1 to I-1. Per Section 3-24-01 of the County's Development Standards and Regulations, the purpose of the I-1 district is to provide a general commercial and restricted industrial district designed for a variety of compatible businesses, such as warehousing, wholesale, offices, and very limited industrial uses. The request conforms to the

intent of the I-1 district, as well as the required dimensional standards for the I-1 district. Per Section 3-24-07-01 of the County's Development Standards and Regulations, the required minimum lot size for the I-1 zone district is one acre. Each of the proposed lots exceeds one acre. The property owner also intends to combine all of the lots into one, which will further exceed the minimum lot size for the I-1 district.

The request is also compatible and harmonious with development trends of the surrounding area. The area is currently transitioning from residential to industrial uses. There are a number of industrial and high-intensity commercial uses located directly adjacent to the property. The location of the property adjacent to Interstate 270 also makes it viable for an industrial use, as it will be able to accommodate high vehicular travel noise emanating from the Interstate. In addition, the property is located within a half-mile of three interstate highways (I-25, I-76, and I-270), which offers easy access for large vehicular traffic to access these major thoroughfares. Overall, rezoning the property from Agriculture-1 to Industrial-1 will be consistent with development trends of the surrounding area, and promote future growth of the area. Required improvements associated with the intended development of the site will also enhance public infrastructure services for the area.

Future Land Use Designation/Comprehensive Plan/Subarea Plan

The Future Land Use designation on the subject property is Mixed Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, the goals of the Mixed Use Employment land use category are to accommodate a range of employment uses with a mix of supporting uses to serve development needs and increase employment in the County, as well as contribute to the tax base. Primary uses allowed in the Mixed Use Employment future land use include offices, light manufacturing, distribution, indoor warehousing, airport and technology-related uses, and clean industry. Light Industrial Uses, such as those uses allowed in the I-1 zone district, generally conform to the Mixed Use Employment future land use category.

The property is also located within the Welby Subarea Plan and considered part of the South Welby Area of the plan identified as transitioning from low density residential and agricultural uses to industrial uses. Rezoning of the subject property to I-1 conforms to the goals and purpose of the Welby Subarea Plan, and the recognition of the area as transitioning from agricultural and low-density residential to industrial uses. The request also aligns with the goals of the Comprehensive Plan to promote economic development through the creation of employment hubs. The property is planned to be developed as light industrial, which will provide employment opportunities for County residents.

Surrounding Zoning Designations and Existing Use Activity:

Northwest C-5 Business Park	North Right-of-Way US HWY 270	Northeast Right-of-Way US HWY 270
West I-1 Single-Family Residential and Vacant	Subject Property A-1 Single-Family Residential	East A-1 Commercial (Veterinary Clinic)
Southwest I-1 Industrial	South I-1 Industrial and Residential	Southeast I-1 Industrial

Compatibility with the Surrounding Land Uses:

A majority of the surrounding properties to the site are designated in the Industrial-1 zoning district. In addition, two of the subject parcels to be rezoned are separated by an adjacent parcel that is designated as Industrial-1. The proposed parcels to be rezoned will be combined with the already designated Industrial-1 parcel for a unified development. The majority of the properties to the south are developed with a mix of industrial and high-intensity commercial uses, including an auto sale yard and a self-storage center. However, there are two properties to the south that are developed with single family dwellings. One of these properties is zoned I-1, the other is zoned A-1. Because of the transitional nature of the surrounding property from residential to industrial, rezoning the subject request will not be out of character with the surrounding area.

PLANNING COMMISSION UPDATE:

The Planning Commission considered this case at a Public Hearing on August 23, 2018 and voted (6-0) to recommend approval to the Board of County Commissioners. The applicant spoke at the meeting and had no concerns with the staff report or presentation. The PC asked staff to explain the next step of the approval process after the final approval by the Board of County Commissioners. Staff informed the PC that the applicant will be required to submit a plat correction application to combine the four lots into one in order to develop the property as one lot. The plat correction is an administrative review and approval process. Staff also informed the PC that a possible development agreement shall be required for development of the required road infrastructure to support the development. The development agreement shall require review and approval by the Board of County Commissioners.

Staff Recommendations:

Based upon the application, the criteria for a rezoning approval, and a recent site visit, staff recommends Approval of this request with 4 findings-of-fact:

RECOMMENDED FINDINGS OF FACT REZONING

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations
4. The Zoning Map amendment 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.

PUBLIC COMMENTS

Notifications Sent	Comments Received
185	3

All property owners and residents within 1,000 feet of the subject property were notified of the request. As of writing this report, staff has received three responses from those notified. All three residents stated their support for the proposed rezoning. One of the residents, while still in support of the rezoning, noted concerns related to inadequate sewer systems, vehicular access, and traffic and existing roadways ability to support development of the property. Specifically, the resident believes that both East 71st Avenue and the intersection of Lafayette Street and 70th Avenue may be inadequate to support vehicular traffic for an industrial development. Per Section 8-02-02 of the County's Development Standards, the applicant is required to provide a Traffic Impact Study at the time of site development to address required roadway improvements. The applicant shall also be required to obtain approval from the North Washington Water and Sanitation for water and sanitation services prior to development of the site.

COUNTY AGENCY COMMENTS

Development Services Engineering Staff reviewed the request and informed the applicant of potential road and infrastructure improvements to be required with the development of the property.

The property is located in the Natural Resources Conservation Overlay. County Environmental Staff reviewed the request and informed the applicant that a Resources Review may be required if more than one acre is disturbed.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

The Colorado Department of Transportation reviewed the application and requested additional documentation including historic and proposed drainage maps and a traffic impact study. This is to determine the impact of the intended use. Staff discussed these concerns with the applicant and CDOT and agreed the initial traffic study submitted was sufficient for the rezoning request. However, a full traffic study will be required with submission of a building permit and with the plat correction.

Responding without Concerns:

Tri-County Health Department

North Washington Water and Sanitation District

Notified but not Responding / Considered a Favorable Response:

Adams County Fire Protection District

Colorado Department of Public Health and Environment

Century Link, Inc

Colorado Division of Wildlife

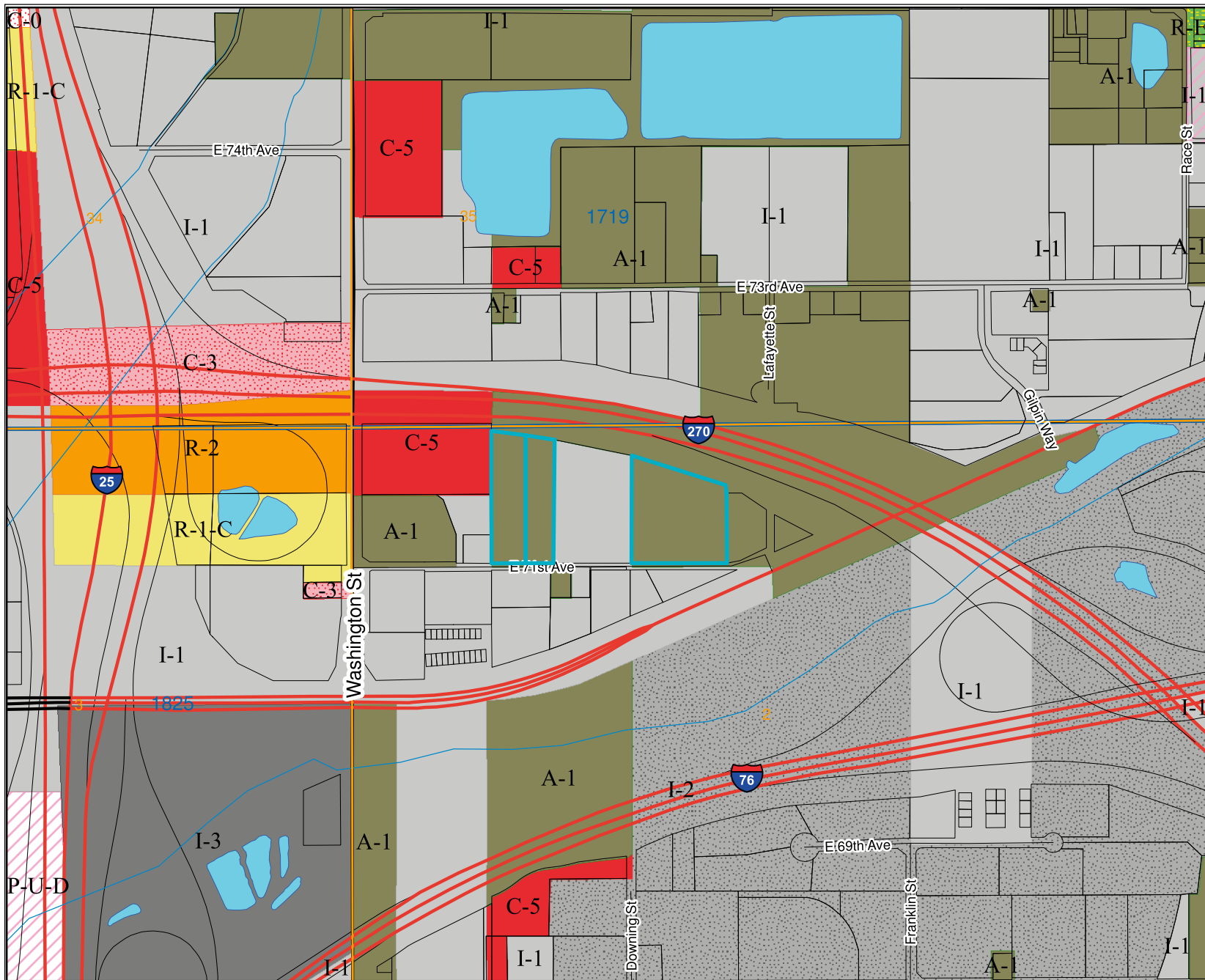
Comcast

Mapleton School District #1

Regional Transportation District

Welby Citizen Group

Xcel Energy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

TruStile Rezoning

RCU2018-00021

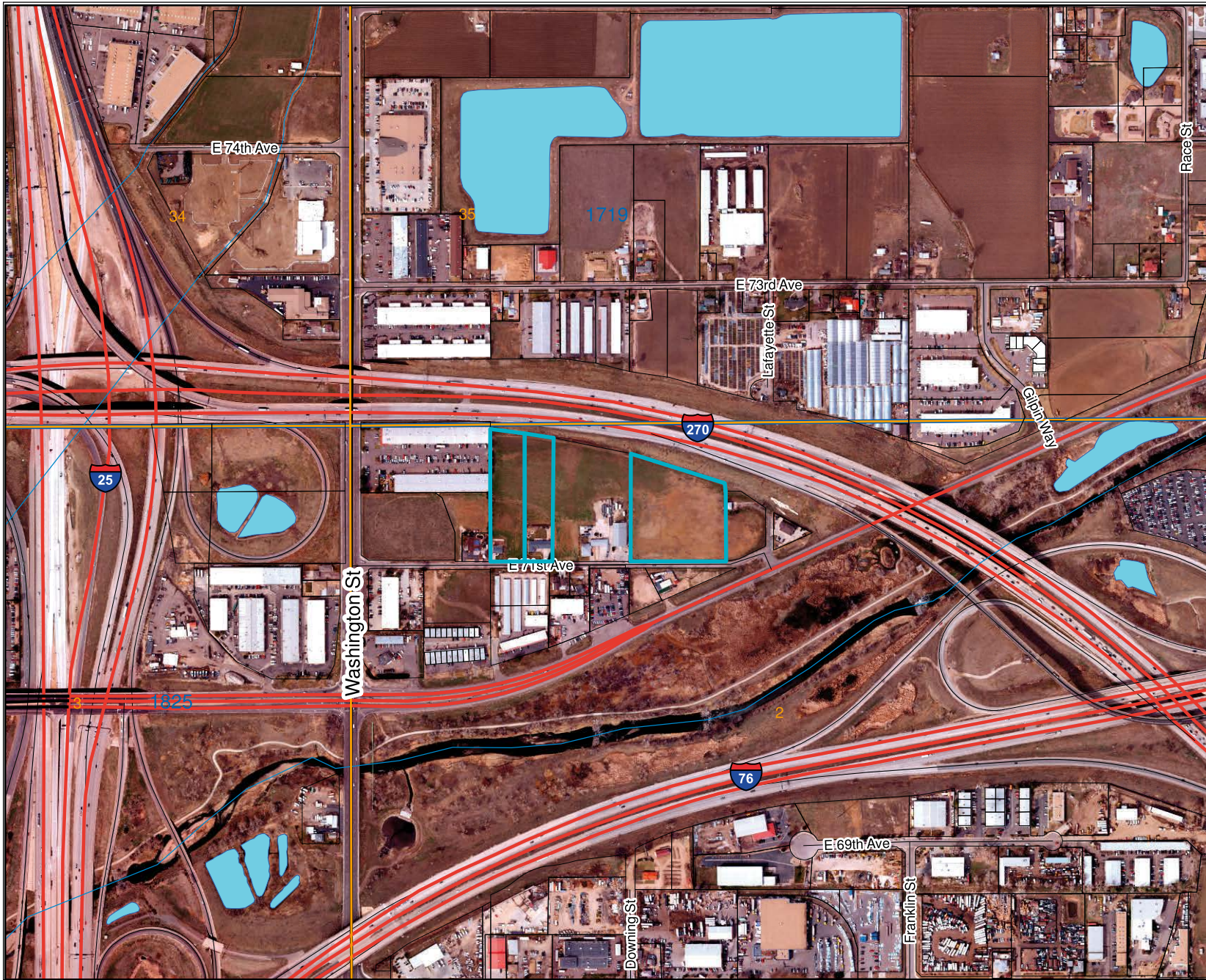


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ADAMS COUNTY
COLORADO

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Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

TruStile Rezoning
RCU2018-00021

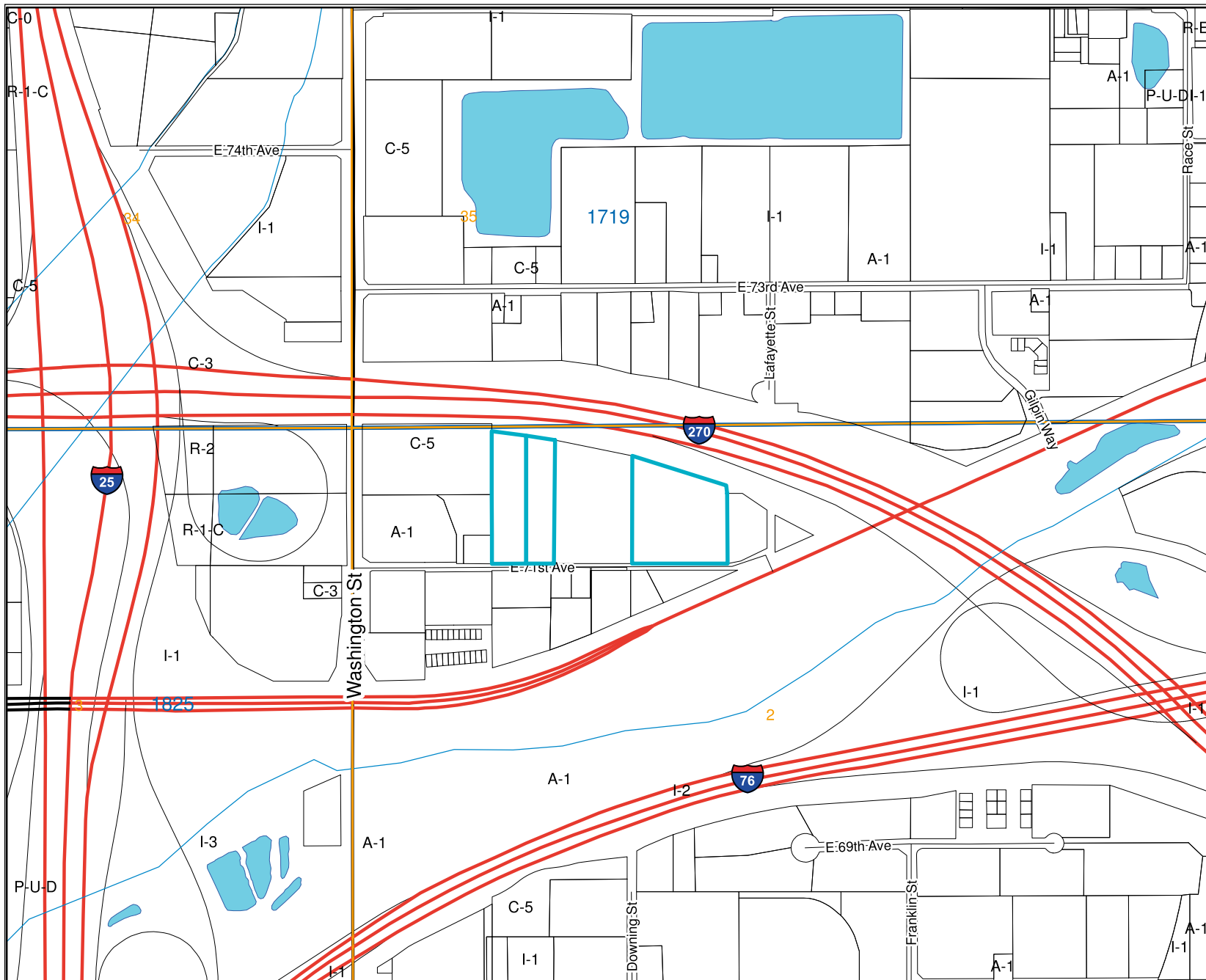


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ADAMS COUNTY
 COLORADO

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Legend

- Railroad
- Major Water
- Zoning Line
- Sections

TruStile Rezoning

RCU2018-00021

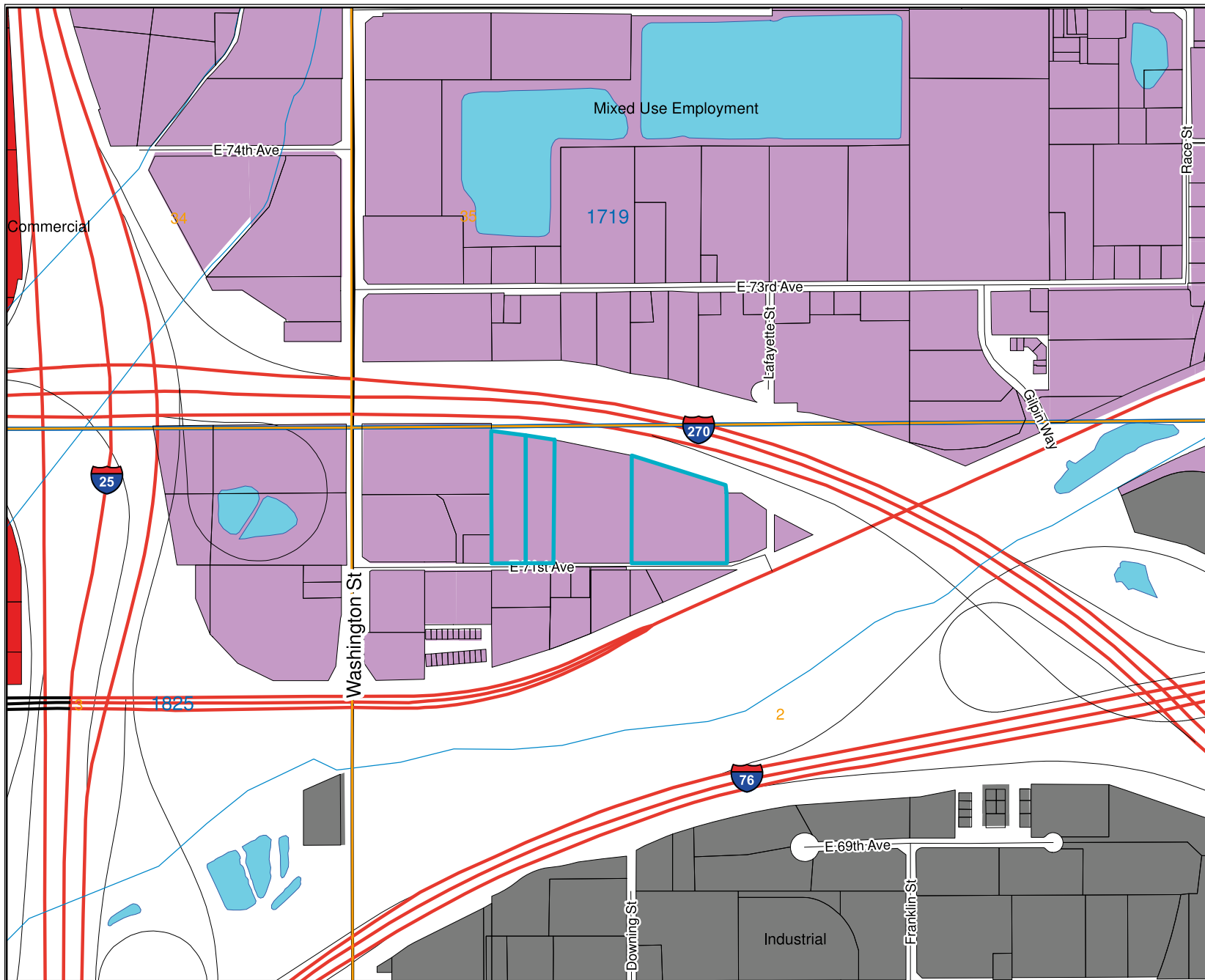


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COLORADO

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Legend

- Railroad
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TruStile Rezoning

RCU2018-00021



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ADAMS COUNTY
COLORADO

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Rezoning Application – TruStile Doors
Parcels 0182502202010,12,13
Written Explanation

TruStile Doors, a long-standing Adams County manufacturing company, currently operates out of four separate buildings and is seeking an opportunity to stay in Adams County while consolidating operations to allow greater efficiency and growth. TruStile Properties, LLC is under contract to purchase the Subject Property that will, pending a successful rezoning, allow the company to consolidate all manufacturing and office facilities at a single location, stay in the County, and double in size over the next 5 to 7 years, retaining more than 260 jobs and creating approximately 200 new jobs.

The property is an assemblage of 4 parcels, totaling approximately 13 acres, generally located northeast of the 71st & Washington intersection (see below). One parcel (3.89 acres) is already zoned I-1, the other three are currently zoned A-1.

EFG-Denver, LLC (as agent for TruStile Properties) as Applicant, seeks to rezone the three A-1 parcels to I-1.

We believe the proposed rezoning is warranted for a variety of reasons:

- Recent improvements to and redevelopment along Washington Street has created a change in circumstance that warrant the County's consideration of the proposed rezoning;
- A portion of the property is already zoned I-1;
- I-1 zoning is consistent with the surrounding uses and zoning, as shown on the map below, including:
 - o The adjoining properties to the west which are zoned I-1 and C-4;
 - o The properties to the south which include commercial uses on property zoned I-1;
- The proposed rezoning is consistent with the Adams County Comprehensive Plan, which identifies these parcels as Mixed Use Employment, as such, rezoning them from A-1 to I-1 would better conform with the Comprehensive Plan and the intent of the County's zoning ordinance; and
- The proposed rezoning will further the public health, safety and general welfare of the County through job creation, tax generation, and full utilization of the property.

Commenting Division: Development Engineering Review

Name of Reviewer: Matthew Emmens

Date: 07/05/2018

Email: memmens@adcogov.org

Complete

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0603H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the eastern portion of this project site IS partially located within a delineated 100-year flood hazard zone; A floodplain use permit will be required for any improvements within the floodplain.

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 the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for this project will be \$2,500 (project size 5-25 acres).

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study (see comment ENG5 below).

ENG5: East 72nd Ave is currently constructed as a narrow, rural, residential roadway that does not have the capacity to convey the vehicle or truck traffic from such a large proposed development. In addition, the western half of E 71st Ave has a weight restriction that prevents truck traffic. The proposed development may need to reconstruct all of E 71st Ave to provide the capacity needed for the proposed development. The Traffic Impact Study for this development will need to analyze the capacity of the existing roadway and make recommendations for any necessary roadway improvements. Those improvements will need to be included in the construction documents for this site.

ENG6: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

ENG7: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG8: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk and, asphalt damage as a result of construction of this site.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 06/22/2018

Email: jrutter@adcogov.org

Resubmittal Required

ENV1. From Conceptual Review case PRE2018-00048, Environmental Comment #3 indicated that a Resources Review may be required to be submitted with the application if more than one acre within the Natural Resources Conservation Overlay (NRCO) is disturbed. Subsequent correspondence with the applicant indicated they would be completing one. If the applicant believes that less than one acre of the NRCO will be disturbed with this project, then documentation indicating such shall be provided.



July 10, 2018

Anna Gibson
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: TruStile Rezoning, RCU2018-00021
TCHD Case No. 5007

Dear Ms. Gibson,

Thank you for the opportunity to review and comment on the request to a rezone three parcels from Agricultural to Industrial located at 999 E. 71st Avenue. 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.

Water and Wastewater

TCHD has no objection to the rezoning, provided that water and wastewater services will be provided by a local water and sanitation provider, and not onsite well or Onsite Wasterwater Treatment System.

Well Abandonment

TCHD has record of one well on the subject property. Any well that is no longer being used, must be properly plugged and a Well Abandonment Report (GWS-09) must be filed with the Colorado Division of Water Resources. Please visit the DWR web site at <http://water.state.co.us/groundwater/wellpermit/Pages/WellAbandonment.aspx> for more information.

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 has no record of an OWTS on the subject property. If the existing buildings are served by OWTS, 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, (303) 288-6816. More information is available at <http://www.tchd.org/269/Septic-Systems>.

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 vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

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>.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Kathy Boyer, REHS
Environmental Health Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

STATE OF COLORADO

Traffic & Safety

Region 1

2829 W. Howard Place

Denver, Colorado 80204



COLORADO
Department of Transportation

Project Name: **TruStile Rezoning**

Print Date: 7/10/2018

Highway:

270

Mile Marker:

0.552

Drainage Comments:

6-26-2018 by SBL

I have reviewed the Drainage Letter for TruStile Rezoning, located at approximately 71st and Washington Street, between SH 224 and I-270. At this time the site proposes an underground storm water quality and detention vault. The developer will need to provide historic and proposed drainage maps showing that historic patterns and rates are being maintained. The documentation should show that no adverse impacts will occur for CDOT right-of-way and include supporting design calculations.

Traffic Comments:

I am having difficulty determining the effect this development will have on the system. This site generates more than 100 vehicles in the peak hour and will need a full TIS.

Ronnie Roybal

Permits Comments:

-The submitted Traffic letter did not review the intersection of Lafayette St. and E. 70th Ave.(State Highway 224). We will want a review of this intersection to see if the proposed increase in traffic will warrant any auxiliary lanes. Also, if the proposed increase in use of this intersection will be in excess of 20% of its current use, a new State Highway Access Permit will be required. The CDOT contact for that permit is Steve Loeffler who can be reached at 303-757-9891 or steven.loeffler@state.co.us

--Steve Loeffler 6/20/2018

Any proposed construction, utility, survey, or landscaping work within CDOT right-of-way will require a Special Use Permit issued by the Department. These permit applications can be found at the following link:

<https://www.codot.gov/business/permits/utilitiesspecialuse>

--Marilyn Cross-6-21-18

North Washington Street Water and Sanitation District

3172 E. 78th Avenue, Denver, CO 80229 303 / 288 – 6664

August 6, 2018

To Whom It May Concern:

Dear Sirs:

The property located at 999 E. 71st Avenue is in the North Washington Street Water and Sanitation District service area boundaries.

The North Washington Street Water and Sanitation District is servicing said property with water and sewer service taps through the facilities of said District. Service is provided subject to the payment of fees and charges under the provisions and in accordance with the Rules and Regulations of the District, connector agreement with the Metropolitan Wastewater Reclamation District, and the Board of Water Commissioners of the City and County of Denver and the availability of water taps. Persons wanting to use the water and sewer system for Commercial, Industrial, Apartments, Mobile Homes or Condominium units and/or other purposes which could be expected to require large quantities of water and unusual amounts of sewage disposal shall be required to submit demand data for the industries water and sewage before a permit will be issued. Such permit may contain limitations as determined by the Board of Directors of the North Washington Street Water and Sanitation District.

Very truly yours,

A handwritten signature in dark ink, appearing to read "James C. Jamsay", is written over a light blue rectangular background.

James C. Jamsay,
District Manager

From: [Frank Yantorno](#)
To: [Anna Gibson](#)
Subject: EFG-Denver behalf of TruStile Properties
Date: Tuesday, July 10, 2018 4:25:44 PM

Anna,

I am Frank Yantorno, president of Center Greenhouse and Center Land Properties located in the immediate area of the applicant. We are totally in favor of the rezoning of these parcels to enable TruStile to continue to do business in Adams County. They were tenants of our many years ago, and are an upstanding organization and a true asset to the County.

If you have a questions, please contact me at 303-807-8882.

Thank you,
Frank Yantorno

Peterson Concrete, Inc.

June 27, 2018

Anna Gibson

Case: RCU 2018-00021

Re: Rezoning 999 E. 71st Ave.

Parcels: 0182502202010, 0182502202012, 0182502202013

I believe this request for rezoning for TruStile Properties , for the county and the community, will be a win, win for all. They are a good business and we would welcome them with open arms.

Thank you,

A handwritten signature in dark ink, appearing to read "John Tietz", with a large, stylized flourish at the end.

John Tietz

Vice President

Peterson Concrete, Inc.



Department of Community and Economic Development
4430 South Adams County Pkwy
Suite W2000A
Brighton, Co. 80601-8216

7-6-18

Re: Case TrStile Rezoning

Case # 2018-00021 - *REU2018-00021*

Attn: Anna Gibson

Tma Construction Supply and TMA Properties welcome the rezoning of the said properties. That being said we do have some infrastructure concerns listed below.

1. In its current configuration, 71st Ave. will have problems handling traffic loads that will come with an additional 200 to 250 vehicles arriving and departing this development at peak times. (per parking plan)
2. Access to from Lafayette St. from 70th Ave (Highway 224) may also be a problem at peak times.
3. Loads on the existing utilities (water and sewer) I am sure will be addressed by the county.

Sincerely

Ron Tyner

A handwritten signature in blue ink, appearing to be 'Ron Tyner', written over a horizontal line.

Member TMA Supply and TMA Properties

800 E. 71st Ave., Denver, CO 80229
303-295-6050
www.tmasupply.com

CERTIFICATE OF POSTING



I, Anna Gibson, do hereby certify that I posted the properties at 1041 East 71st Avenue on August 9, 2018 in accordance with the requirements of the Adams County Zoning Regulations.

Anna Gibson

Public Hearing Notification

Case Name: TruStile Rezoning
Case Number: RCU2018-00021
Planning Commission Hearing Date: August 23, 2018
Board of County Commissioners Hearing Date: September 11, 2018

August 1, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Rezoning from Agricultural-1 (A-1) to Industrial-1 (I-1).

The proposed use will be Industrial

This request is located at 999 E 71st Ave on 9.07 acres.

The Assessor's Parcel Numbers are 0182502202010, 0182502202012, and 0182502202013

Applicant Information: EFG-Denver LLC (on behalf of TruStile Properties)
Sarah Laverty
4601 DTC Blvd, Suite 130
Denver, Co 80237

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

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.



Anna Gibson
Case Manager



Request for Comments

Case Name: TruStile Rezoning
Case Number: RCU2018-00021

June 19, 2018

The Adams County Planning Commission is requesting comments on the following request: **Rezoning from Agricultural-1 (A-1) to Industrial-1 (I-1).**

This request is located at 999 E 71st Avenue. The Assessor's Parcel Numbers are: 0182502202010, 0182502202012, 0182502202013.

Applicant Information: EFG-Denver LLC (behalf of TruStile Properties)
Sarah Laverty
4601 DTC Blvd, # 130
Denver, CO 80237

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 07/10/2018 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to AGibson@adcogov.org.

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

Thank you for your review of this case.

Anna Gibson
Case Manager

PUBLICATION REQUEST

TruStile Rezoning

Case Number: RCU2018-00021

Planning Commission Hearing Date: August 23, 2018 at 6:00 PM

Board of County Commissioners Hearing Date: September 11, 2018 at 9:30 AM

Request: Rezoning from Agricultural-1 (A-1) to Industrial-1 (I-1).

Location: 999 E 71ST AVE

Parcel Number: 0182502202010, 0182502202012, 0182502202013

Case Manager: Anna Gibson

Case Technician: Megan Ulibarri

Applicant: Sarah Lavery
4601 Dtc Blvd
Ste 130
Denver, Co 80237

Owner: Kenneth Marrone
1041 E 71st Ave
Denver, Co 802296809

Legal Description:

PARCEL 1:

The West 1/2 of the West 1/2 of Block 11, North Side Gardens, County of Adams, State of Colorado. Excepting that portion conveyed to Department of Transportation in Warranty Deed recorded June 4, 1998 at Reception No. [C0405028](#).

PARCEL 2:

The East 1/2 of the West 1/2 of Plot 11, North Side Gardens, County of Adams, State of Colorado Excepting that portion conveyed to Department of Transportation in Warranty Deed recorded June 4, 1998 at Reception No. [C0405026](#).

PARCEL 3:

Block 14, North Side Gardens, County of Adams, State of Colorado,
Except the East 195 feet, and except the following described property:
Beginning at a point on the West line of said Lot 14, from which the Northwest corner of said Section 2 bears North 84 degrees 05 minutes 27 seconds West, a distance of 1,326.81 feet;
Thence North 00 degrees 05 minutes 48 seconds West, a distance of 147.21 feet along said West lot line to the North line of said Lot 14, also being the North line of said Section 2;
Thence North 89 degrees 32 minutes 21 seconds East, a distance of 445.00 feet along said North lot line and North Section line to the East line of that property described in [Book 1660 at Page 435](#), as recorded in the Adams County Clerk and Recorder's Office;
Thence South 00 degrees 05 minutes 29 seconds East, a distance of 292.01 feet along said East property line; Thence North 72 degrees 24 minutes 05 seconds West, a distance of 467.06 feet more or less, to the Point of Beginning.

1000 EAST 73RD AVENUE
2750 QUAIL VALLEY ROAD
SOLVANG CA 93463

BURTON KAY A
1161 E 73RD AVE
DENVER CO 80229-6851

7295 HOLDING COMPANY LLC
C/O LUNA GOURMET COFFEE AND TEA CO LLC
7295 WASHINGTON ST
DENVER CO 80229-6707

CARJO L L C
213 GRAND VIEW CIR
MEAD CO 80542-9001

851 E HWY 224 LLC
1420 BELLAIRE ST
DENVER CO 80220-2413

CARJO LLC
213 GRAND VIEW CIR
MEAD CO 80542-9001

851224 LLC
5040 ACOMA ST
DENVER CO 80216-2010

CENTER GREENHOUSE INC
1550 E 73RD AVE
DENVER CO 80229-6904

A AND R LLC
7754 PARFET ST
ARVADA CO 80005-3445

CENTER LAND COMPANY
1480 E 73RD AVE
DENVER CO 80229-6902

A AND R LLC
7754 PARFET ST
ARVADA CO 80005

CENTER LAND PROPERTIES
7285 GILPIN WAY SUITE 100
DENVER CO 80229

ADDUCCI JOSEPH A
1210 E 73RD AVE
DENVER CO 80229-6821

CENTER PLAZA LLC
1480 E 73RD AVE
DENVER CO 80229-6902

ADUCCI JOSEPH 1/3 /ROTELLO ANGELA 1/6 AN
SONS RANDY 1/6 /ADDUCCI JOSEPH M/LISA M
1479 S LEYDEN ST
DENVER CO 80224-1950

CHAPMAN JERROD SCOTT
1613 E 164TH PL
BRIGHTON CO 80602-7664

BARRANDEY IRENE ACOSTA AND
RODRIGUEZ OCTAVIO TORRES
1437 S WOLCOTT WAY
DENVER CO 80219-3615

CITY OF THORNTON THE
9500 CIVIC CENTER DR
DENVER CO 80229-4326

BURKEY WALTER G TRUST
12021 PENN STREET NO 102
THORNTON CO 80241

COLORADO DEPARTMENT OF
TRANSPORTATION
2000 SOUTH HOLLY ST
DENVER CO 80222-4818

CONDON MICHAEL L
8681 ROSEMARY ST
COMMERCE CITY CO 80022-5052

HIGH NOON ASSOCIATES
2750 QUAIL VALLEY ROAD
SOLVANG CA 93463

DECARLO FAMILY TRUST THE
3751 W 101ST AVE
WESTMINSTER CO 80031-2435

J D STEEL COMPANY INC
PO BOX 18009
PHEONIX AZ 85005

DEPARTMENT OF TRANSPORTATION
4201 E ARKANSAS AVE
DENVER CO 80222-3406

JOHNSTON CHARLES S
PO BOX 341
BRIGHTON CO 80601

DOMENICO CAROLYN
3558 W 111TH DR UNIT A
WESTMINSTER CO 80031

K L WERTH LLC
2555 E 70TH AVENUE
DENVER CO 80229

DOMENICO CAROLYN M
3558 WEST 111TH DRIVE NO. A
WESTMINSTER CO 80031-6851

KRIEGER ELIZABETH ANN AND JIULIANO
ELIZABETH ANN AND JIULIANO JOSEPH NICK J
7095 N WASHINGTON ST
DENVER CO 80229-6703

ENGDAHL RANIE VECCHIARELLI
4505 QUAY ST
WHEAT RIDGE CO 80033-3516

LEVIN GARY
2750 QUAIL VALLEY ROAD
SOLVANG CA 93463

GACCETTA BERNICE REVOCABLE LIVING TRUST
1051 E 73RD AVE
DENVER CO 80229-6818

LI YUE
1658 E 141ST AVE
BRIGHTON CO 80602-6380

GACCETTA DANNY AND
GACCETTA BRIANNA
13252 ELIZABETH ST
THORNTON CO 80241-2063

MADRID JORGE CURIEL
4075 W 51ST AVE
DENVER CO 80212-2657

HALEIGH S HOPE INC
6525 GUNPARK DR STE 370-236
BOULDER CO 80301-3346

MARLYNC LLC
16670 JASMINE ST
BRIGHTON CO 80602-6053

HEGGE JOEL AND
HEGGE KAREN
13320 CHERRY CIR
THORNTON CO 80241-1528

MARRONE KENNETH AND
MARRONE STANLEY J
1041 E 71ST AVE
DENVER CO 80229-6809

MARRONE KENNETH M
1041 E 71ST AVE
DENVER CO 80229-6809

PRIMA CAR CARE LLC
6660 FERN DR
DENVER CO 80221-2645

MARRONE KENNETH MICHAEL AND
MARRONE JACKIE LEE
999 E 71ST AVE
DENVER CO 80229-6807

R MOORE PROPERTIES LLC
2721 E 138TH PL
THORNTON CO 80602-7226

MAURER SCOTT AND
MAURER KIMBERLEY W
9114 E 29TH PL
DENVER CO 80238-2718

RENTERIA ROSENDO VETANCOURTH AND
RENTERIA NICOLAS BETANCOURT
355 JULIAN ST
DENVER CO 80219-1435

MC DANIEL LARRY E AND NANCY J
13740 BASALT CT
BROOMFIELD CO 80020

RYAN SHAWN
1075 W 140TH DR
WESTMINSTER CO 80023-9351

MENDEZ CARLOS AND
MENDEZ KATHLEEN
1390 E 73RD AVE
DENVER CO 80229

SCOTT MICHAEL AND
SCOTT LORI
7150 LAFAYETTE ST
DENVER CO 80229-6825

NLT LLC
891 E 71ST AVE
DENVER CO 80229-6806

T & G PECOS LLC
6301 FEDERAL BLVD # 3
DENVER CO 80221-2029

NORTH SIDE GARDENS LLC
7285 GILPIN WAY UNIT 100
DENVER CO 80229-6507

T AND G 73RD LLC
6301 FEDERAL BLVD UNIT 3
DENVER CO 80221

PEDOTTO EDWARD M
6946 W 83RD WAY
ARVADA CO 80003-1611

TMA PROPERTIES LLC
6725 W 97TH PL
BROOMFIELD CO 80021-5404

PETERSON DONALD O
12055 WELD CO RD NO. 2
BRIGHTON CO 80601

VENTURE 224 LLC
9555 RALSTON RD
ARVADA CO 80002-2032

PISER FRANCES M
1310 E 73RD AVE
DENVER CO 80229-6823

VIVA A&R LLC
1040 E 71ST AVE
DENVER CO 80229-6810

WASHINGTON COMMERCE CENTER LLC
1331 NW LOVEJOY ST SUITE 755
PORTLAND OR 97209-2799

WASHINGTON GARDENS BPT LLC UND 50% AND
WASHINGTON GARDENS RANDALL LLC UND 50%
C/O COMPTON DANDO INC
DENVER CO 80239-3454

WERSHAW ROBERT L AND
WERSHAW ESTHER B
1566 WINONA CT
DENVER CO 80204-1143

YANTORNO BEVERLY SUE AND HOFFMAN PETER
MICHAEL AND HOFFMAN KIMBERLY ANN
1460 E 73RD AVE
DENVER CO 80229-6902

YANTORNO FRANK L
1414 E 73RD AVE
DENVER CO 80229-6902

CURRENT RESIDENT
7314 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
7091 WASHINGTON ST
DENVER CO 80229-6703

CURRENT RESIDENT
7316 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
7095 WASHINGTON ST
DENVER CO 80229-6703

CURRENT RESIDENT
7318 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
7150 WASHINGTON ST
DENVER CO 80229-6706

CURRENT RESIDENT
7330 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
7154 WASHINGTON ST
DENVER CO 80229-6706

CURRENT RESIDENT
7334 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
7261 WASHINGTON ST
DENVER CO 80229-6707

CURRENT RESIDENT
7338 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
7295 WASHINGTON ST
DENVER CO 80229-6707

CURRENT RESIDENT
7346 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
750 E 71ST AVE UNIT B
DENVER CO 80229-6800

CURRENT RESIDENT
7348 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
750 E 71ST AVE UNIT D
DENVER CO 80229-6800

CURRENT RESIDENT
7352 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
750 E 71ST AVE UNIT C
DENVER CO 80229-6800

CURRENT RESIDENT
7354 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
750 E 71ST AVE UNIT A
DENVER CO 80229-6800

CURRENT RESIDENT
750 E 71ST AVE UNIT E
DENVER CO 80229-6800

CURRENT RESIDENT
1040 E 71ST AVE
DENVER CO 80229-6810

CURRENT RESIDENT
1015 E 70TH AVE
DENVER CO 80229-6803

CURRENT RESIDENT
821 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1041 E 70TH AVE
DENVER CO 80229-6803

CURRENT RESIDENT
825 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1061 E 70TH AVE
DENVER CO 80229-6803

CURRENT RESIDENT
831 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
891 E 71ST AVE
DENVER CO 80229-6806

CURRENT RESIDENT
835 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
901 E 71ST AVE
DENVER CO 80229-6807

CURRENT RESIDENT
841 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
999 E 71ST AVE
DENVER CO 80229-6807

CURRENT RESIDENT
845 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
800 E 71ST AVE
DENVER CO 80229-6808

CURRENT RESIDENT
851 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1041 E 71ST AVE
DENVER CO 80229-6809

CURRENT RESIDENT
853 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1020 E 71ST AVE
DENVER CO 80229-6810

CURRENT RESIDENT
855 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
859 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1210 E 73RD AVE
DENVER CO 80229-6821

CURRENT RESIDENT
861 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1301 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
863 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1327 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
865 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1347 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
881 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1357 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
901 E 73RD AVE
DENVER CO 80229-6816

CURRENT RESIDENT
1367 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
983 E 73RD AVE
DENVER CO 80229-6816

CURRENT RESIDENT
1310 E 73RD AVE
DENVER CO 80229-6823

CURRENT RESIDENT
940 E 73RD AVE
DENVER CO 80229-6817

CURRENT RESIDENT
1390 E 73RD AVE
DENVER CO 80229-6823

CURRENT RESIDENT
950 E 73RD AVE
DENVER CO 80229-6817

CURRENT RESIDENT
7141 LAFAYETTE ST
DENVER CO 80229-6824

CURRENT RESIDENT
1051 E 73RD AVE
DENVER CO 80229-6818

CURRENT RESIDENT
7150 LAFAYETTE ST
DENVER CO 80229-6825

CURRENT RESIDENT
7220 LAFAYETTE ST
DENVER CO 80229-6827

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A1
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A11
DENVER CO 80229-6829

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A2
DENVER CO 80229-6853

CURRENT RESIDENT
1161 E 73RD AVE
DENVER CO 80229-6851

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A7
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A9
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B3
DENVER CO 80229-6854

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A3
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B4
DENVER CO 80229-6854

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A4
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B10
DENVER CO 80229-6854

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A5
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B7
DENVER CO 80229-6854

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A8
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B5
DENVER CO 80229-6854

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A10
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B1
DENVER CO 80229-6854

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT A6
DENVER CO 80229-6853

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B6
DENVER CO 80229-6854

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B2
DENVER CO 80229-6854

CURRENT RESIDENT
800 E 73RD AVE UNIT 25
DENVER CO 80229-6855

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B9
DENVER CO 80229-6854

CURRENT RESIDENT
800 E 73RD AVE UNIT 13
DENVER CO 80229-6855

CURRENT RESIDENT
851 E HIGHWAY 224 UNIT B8
DENVER CO 80229-6854

CURRENT RESIDENT
800 E 73RD AVE UNIT 9
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 18
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 21
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 17
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 8
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 6
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 19
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 16
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 2
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 5
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 20
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 11
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 7
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 10
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 1
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 12
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 7
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 15
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 2
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 14
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 3
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 3
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 9
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 4
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 12
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 1
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 4
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 6
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 11
DENVER CO 80229-6862

CURRENT RESIDENT
850 E 73RD AVE UNIT 5
DENVER CO 80229-6856

CURRENT RESIDENT
1414 E 73RD AVE
DENVER CO 80229-6902

CURRENT RESIDENT
850 E 73RD AVE UNIT 10
DENVER CO 80229-6856

CURRENT RESIDENT
1460 E 73RD AVE
DENVER CO 80229-6902

CURRENT RESIDENT
850 E 73RD AVE UNIT 8
DENVER CO 80229-6856

CURRENT RESIDENT
1480 E 73RD AVE
DENVER CO 80229-6902



Referral Listing
Case Number RCU2018-00021
TruStile Rezoning

Agency

Contact Information

Adams County Development Services - Building

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Adams County Fire Protection District

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CDPHE - AIR QUALITY

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CDPHE - WATER QUALITY PROTECTION SECT

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CDPHE SOLID WASTE UNIT

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Century Link, Inc

Brandyn Wiedrich
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Denver CO 80221
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Code Compliance Supervisor

Eric Guenther
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COLORADO DEPT OF TRANSPORTATION

Steve Loeffler
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steven.loeffler@state.co.us

Agency	Contact Information
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Engineering Division	Transportation Department PWE 6875
ENVIRONMENTAL ANALYST	Jen Rutter PLN 6841
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METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
North Washington Street Water & San Dist	Joe James 3172 E 78th Ave Denver CO 80229 303-288-6664 jjames@nwsbsd.com 303-594-4392
NS - Code Compliance	Kerry Gress kgress@adcogov.org 720.523.6832 kgress@adcogov.org

Agency	Contact Information
NS - Code Compliance	Joaquin Flores 720.523.6207 jflores@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
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 .
WELBY CITIZEN GROUP	NORMA FRANK 7401 RACE STREET DENVER CO 80229 (303) 288-3152
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

TruStile Rezoning

RCU2018-00021

1041 E 71st Avenue & 999 E 71st Avenue

September 11, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Anna Gibson



Request

Rezoning:

- Current Zoning: Agricultural-1 (A-1)
- Proposed Zoning: Industrial-1 (I-1)

Background

- TruStile Doors, light manufacturing use
- Currently operating at four separate buildings
- Wants to keep business in Adams County
- Consolidate and construct ~ 260,000 sf facility
- Retain 260 jobs and create 200 new jobs
- Complete street improvements



E. 73rd Avenue

Site

Interstate 270

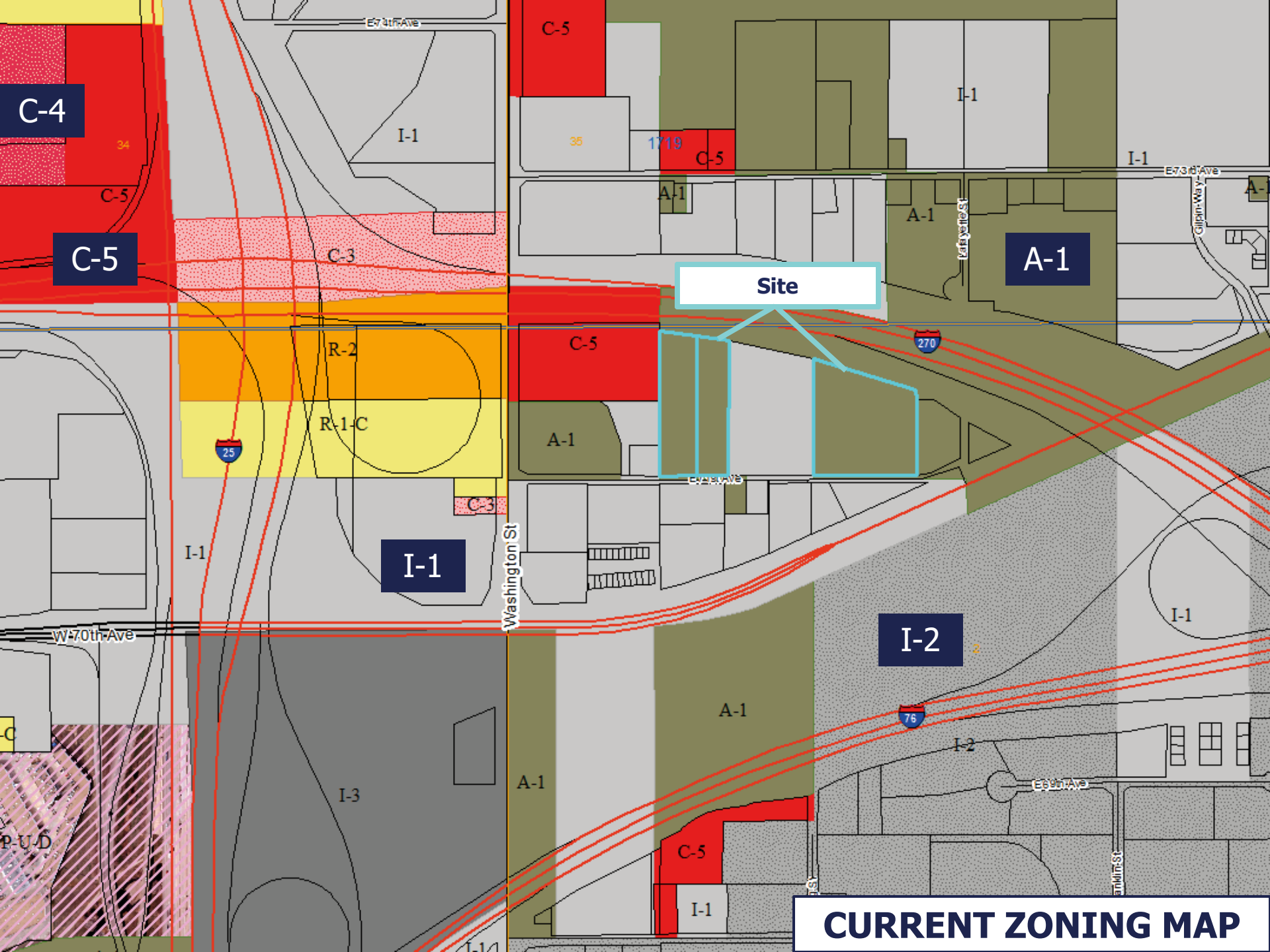
E. 70th Avenue

Washington Street

Interstate 25

Interstate 76

AERIAL MAP



C-4

C-5

C-5

R-2

R-1-C

C-5

A-1

I-1

Site

I-1

I-1

A-1

I-2

A-1

I-1

I-3

A-1

C-5

I-1

CURRENT ZONING MAP

Criteria for Rezoning Approval

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

SITE

Overall Size: ~13 acres

Overall Lot Width: 1,115 Feet

I-270

I-1 Standards:

Minimum Lot Size: 1 acre

Minimum Lot Width: 100 feet

2.3 ac

3.9 ac

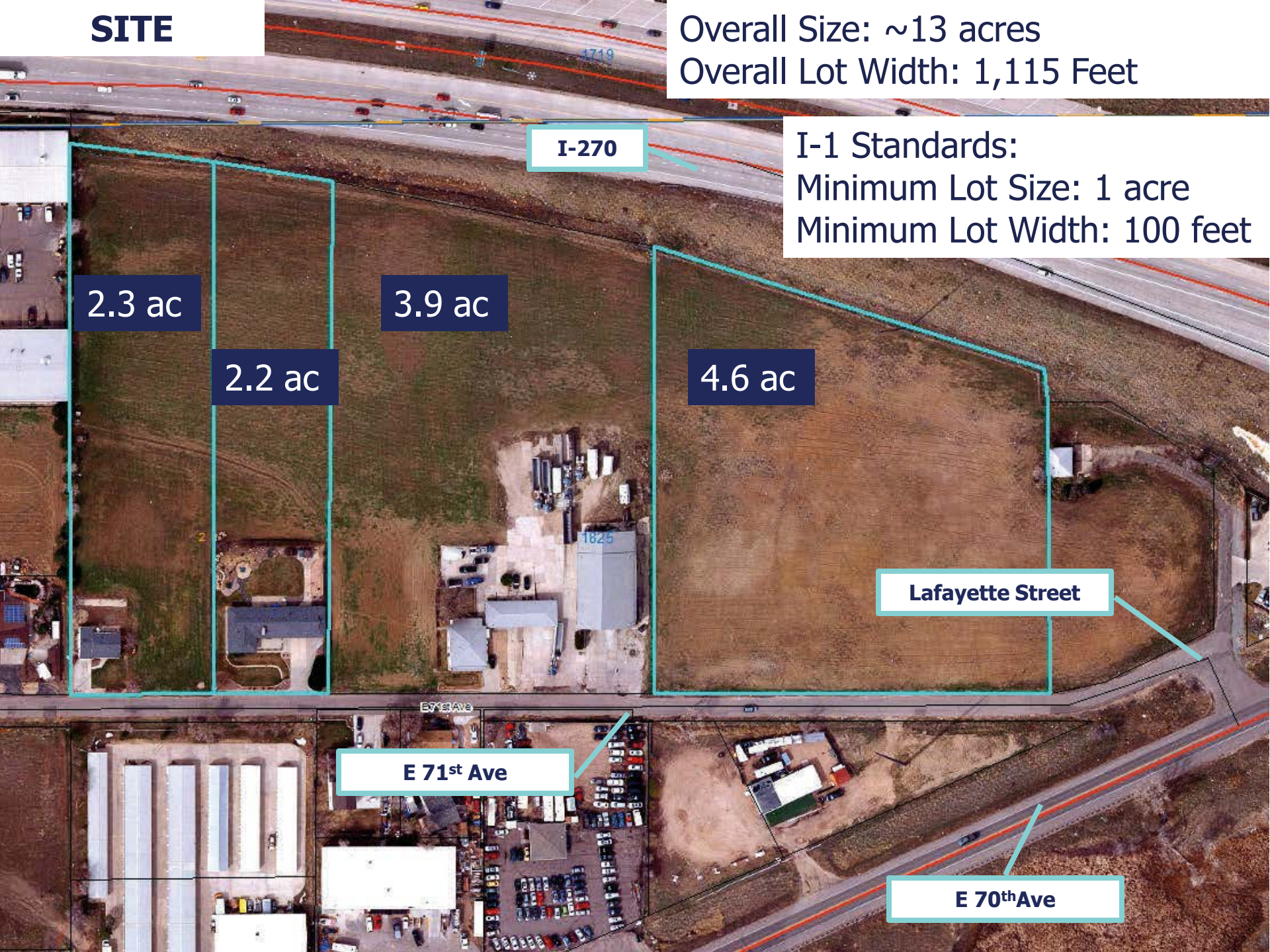
2.2 ac

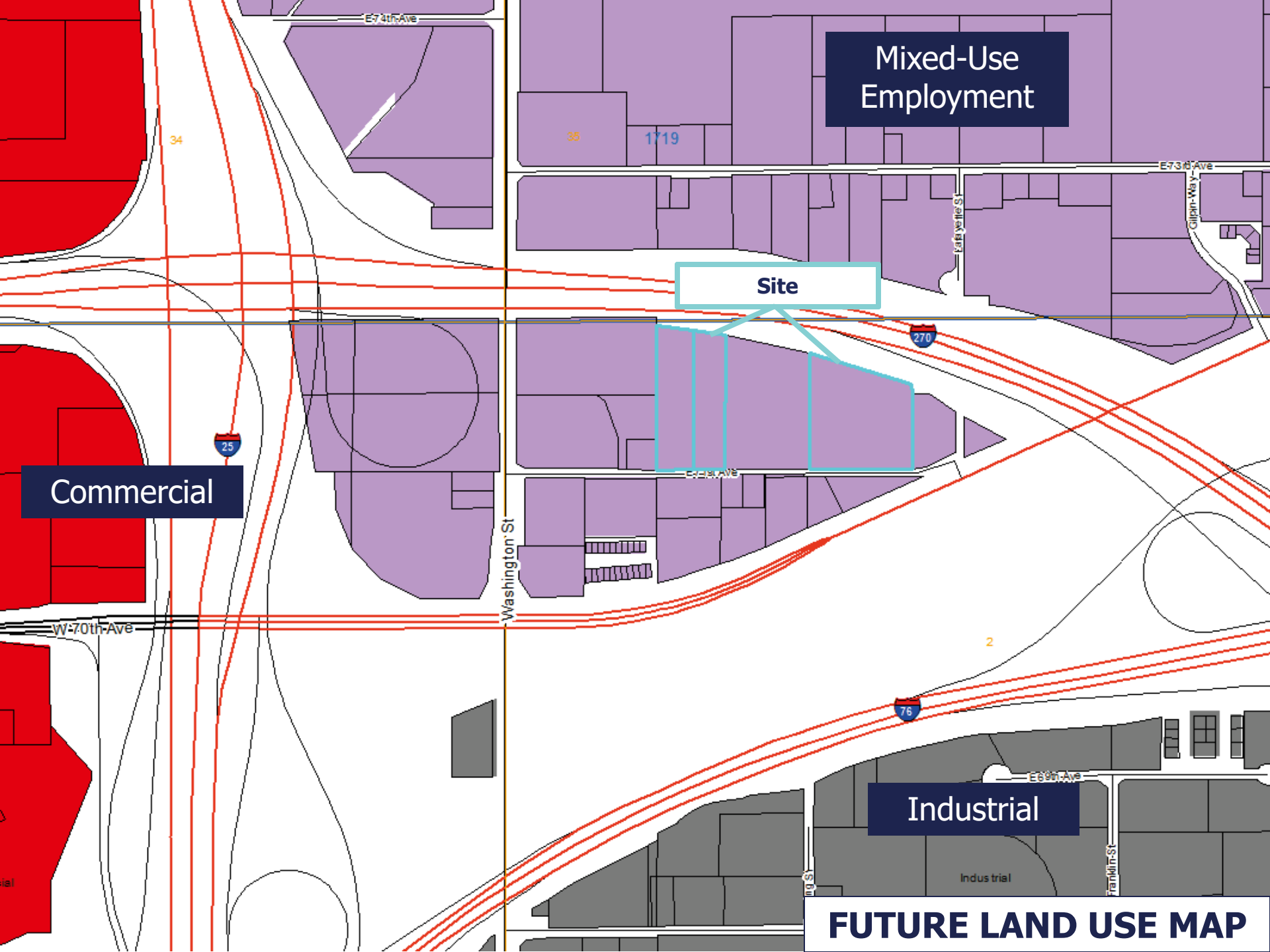
4.6 ac

Lafayette Street

E 71st Ave

E 70th Ave





Mixed-Use
Employment

Site

Commercial

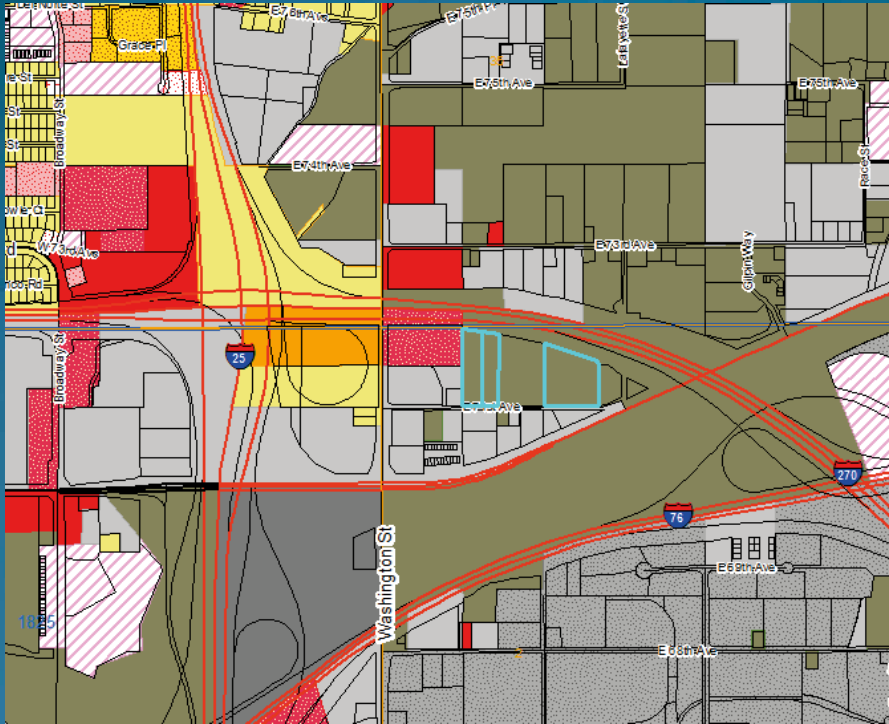
Industrial

FUTURE LAND USE MAP

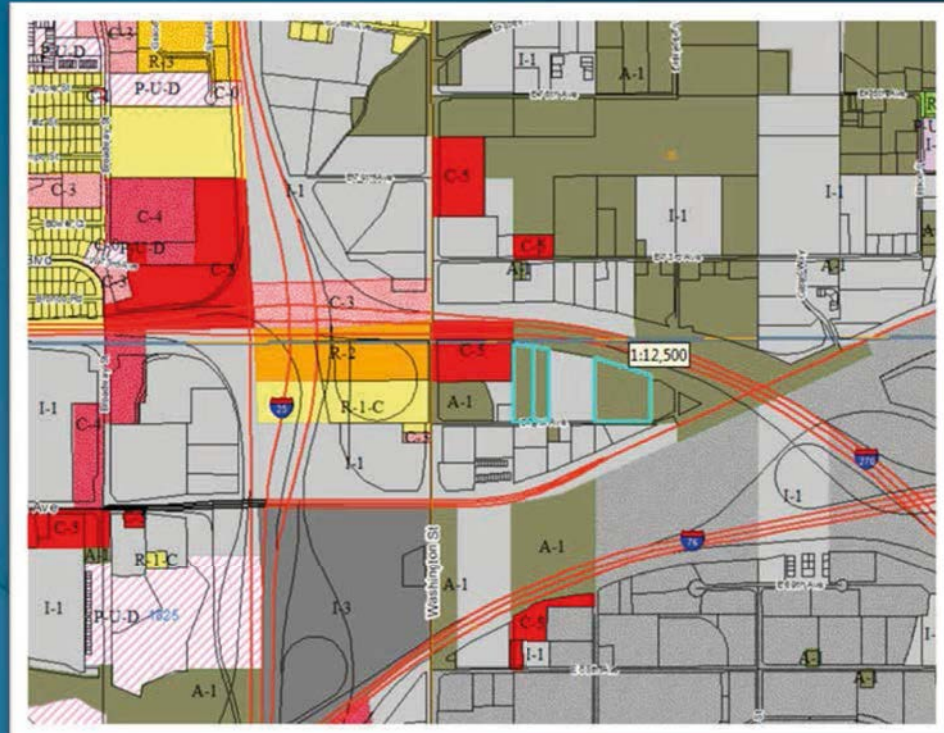


- **Economic Development**
- **Job Creation**

Zoning (2000-2018)



**2000
ZONING MAP**



**2018
ZONING MAP**















Referral Period

Notices sent to property owners and occupants*	# of Comments Received
185	3

* Property owners and occupants within 1,000 feet were notified

Residents:

- 3 residents responded in support
- 1 of the 3 expressed concerns about the traffic loads on E 71st Ave and Lafayette St, and the capacity of existing utilities.

Referral Agencies:

- CDOT requested a full Traffic Impact Study and Drainage Maps
 - To be provided prior to development
- Responded without concerns:
 - Tri-County Health Department
 - North Washington Street Water and Sanitation

Summary

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

PC Update

Public Hearing: August 23, 2018

- No public comment
- PC Concerns: Next steps for development
- Voted (6-0) for approval

The Planning Commission and staff recommend **Approval** of the proposed rezoning with 4 Findings-of-Fact.

(RCU2018-00021 TruStile Rezoning)