



**Board of County Commissioners**

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

**PUBLIC HEARING AGENDA**

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

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**May 5, 2020**  
**9:30 AM**

**Watch the virtual meeting through our You Tube Channel**  
**<http://www.adcogov.org/events/bocc-public-hearing-9>**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

**Public comment is required to be submitted prior to the meeting to**  
**[ehannah@adcogov.org](mailto:ehannah@adcogov.org)**

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** Minutes of the Commissioners' Proceedings from April 28, 2020
- B.** Resolution Accepting a Warranty Deed Conveying Property from Phyllis Webb and Stanley L. Guthrie to Adams County for Right-of-Way for East 168th Avenue  
(File approved by ELT)
- C.** Resolution Accepting a Warranty Deed Conveying Property from Bradley W. Zuercher and Therese K. Zuercher to Adams County for Right-of-Way for East 152nd Avenue  
(File approved by ELT)

- D.** Resolution Accepting a Warranty Deed Conveying Property from The Toan Trinh and Meiling Trinh to Adams County for Right-of-Way for East 128th Avenue and East 132nd Avenue  
(File approved by ELT)
- E.** Resolution Accepting a Warranty Deed Conveying Property from Gerald L. Sweeney, Matthew D. Sweeney and Yvonne A. Sweeney to Adams County for Right-of-Way for East 160th Avenue and Mystic Lane  
(File approved by ELT)
- F.** Resolution Accepting a Warranty Deed Conveying Property from James Robert Sweed and Flora Mae Sweed to Adams County for Right-of-Way for Schumaker Road  
(File approved by ELT)
- G.** Resolution Accepting a Warranty Deed Conveying Property from Larry D. Stoermer and Vickie S. Stoermer to Adams County for Right-of-Way for Calhoun Byers Road  
(File approved by ELT)
- H.** Resolution Accepting a Warranty Deed Conveying Property from Dale W. Ness and Cynthia L. Ness to Adams County for Right-of-Way for Calhoun Byers Road  
(File approved by ELT)
- I.** Resolution Accepting a Warranty Deed Conveying Property from Linnebur Farm Corporation to Adams County for Right-of-Way for Pass Me By Mile Road  
(File approved by ELT)
- J.** Resolution Accepting a Warranty Deed Conveying Property from Fredrick Herr, J. Carlos Schirrmeister and Irma Marcela Schirrmeister to Adams County for Right-of-Way for East 104th Avenue and Quail Run Road  
(File approved by ELT)
- K.** Resolution Accepting Warranty Deeds Conveying Property to Adams County for Public Right-of-Way Purposes  
(File approved by ELT)
- L.** Resolution Approving the Colorado Preschool Special Education Program Additional Slots Addendum Agreement between Adams County Head Start and School District 27J for 2019-2020  
(File approved by ELT)
- M.** Resolution Approving a Contract to Buy and Sell between Adams County and Lrk, LLC, for Property at 13600 Riverdale Road  
(File approved by ELT)
- N.** Resolution Approving a Delegation and Participation Agreement between Adams County and the City and County of Denver Regarding the Metro Mortgage Assistance Plus Program  
(File approved by ELT)
- O.** Resolution Approving the 2020 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by The Link  
(File approved by ELT)
- P.** Resolution Approving the Adams County Head Start Cost of Living Adjustment Supplemental Application  
(File approved by ELT)
- Q.** Resolution Approving the Adams County Head Start Quality Improvement Funding Supplemental Application  
(File approved by ELT)

- R. Resolution Approving Funding Formula to Disburse Money to Adams County Cities and Towns Pursuant to the Coronavirus Aid, Relief, and Economic Security Act  
(File approved by ELT)
- S. Resolution Approving CEF Small Business and Micro Loan Pool Grant Agreement for COVID-19 Relief between Adams County and the Colorado Enterprise Fund, Inc.  
(File approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1. Resolution Approving Amendment Two to the Agreement between Adams County and Friends First Inc., to Provide Pregnancy Prevention Services  
(File approved by ELT)
- 2. Resolution Approving an Agreement between Adams County and Chato's Concrete LLC, for Community Development Block Grant American Disability Act Ramps Project  
(File approved by ELT)
- 3. Resolution Approving an Agreement between Adams County and North Metro Community Services, Inc., for Services for Persons with Developmental Disabilities  
(File approved by ELT)
- 4. Resolution Approving Change Order Two to the Agreement between Adams County and KECI Colorado Inc., for the 88th and Welby Intersection Project  
(File approved by ELT)
- 5. Resolution Approving Change Order Three to the Agreement between Adams County and Rocksol Consulting Group Inc., for York Street Avenue Improvements  
(File approved by ELT)

**B. COUNTY ATTORNEY**

**8. LAND USE HEARINGS**

**A. Cases to be Heard**

- 1. RCU2019-00054 Strasburg Community Church Rezone
- 2. RCU2018-00006 Durland- 56th and Lincoln Billboard CUP
- 3. RCU2018-00018 64th Avenue Billboard CUP

**9. ADJOURNMENT**

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

From: Kathryn Lawrence <dezi@mac.com>  
Sent: Monday, May 4, 2020 3:58 PM  
To: Erica Hannah  
Subject: Transparency AdCo Fairgrounds Exhibit Hall COVID-19

Please be cautious: This email was sent from outside Adams County  
BOCC Meeting May 5, 2020

Commissioners,

After learning that the Adams County Fairground Exhibit Hall has been leased for the "PURPOSE OF CLEANING AND STORAGE OF MEDICAL SUPPLIES RELATED TO THE COVID-19 PANDEMIC", I offer the following for consideration:

I spoke to a representative from the Battelle, read literature produced by the company, studied literature offered by FDA and CDC explaining the use of the Battelle Decontamination System. I also spoke to a representative from the Colorado Division of Homeland Security & Emergency Management to ask questions about details of Battelle cleaning contaminated of PPE in Adams County. All were very generous with their responses to me.

What I have learned:

Emergency Use Authorization Approval By FDA  
(<https://www.battelle.org/docs/default-source/commercial-offerings/industry-solutions/battelle-eua.pdf>)

- \* Battelle Decontamination System was approved for use under the Emergency Use Authorization for emergency use to decontaminate some (not all) N95 respirators. It was not approved by FDA prior and is only authorized to be used for emergency use.
- \* BDS is authorized under EUA to decontaminate some N95 respirators only, not all respirators and not all PPE.
- \* "Based on the totality of scientific evidence available to FDA, it is reasonable to believe that the Battelle Decontamination System may be effective at preventing exposure to pathogenic airborne particulates"
- \* No descriptive printed matter relating to the use of the Battelle Decontamination System may represent or suggest that this product is safe or effective for the prevention or treatment of COVID-19.

Shipment of Contaminated N95 Masks  
([https://www.battelle.org/docs/default-source/commercial-offerings/industry-solutions/instructions-for-healthcare-facilities---03-29-2020---615pm-revision.pdf?sfvrsn=7bfd20f1\\_2](https://www.battelle.org/docs/default-source/commercial-offerings/industry-solutions/instructions-for-healthcare-facilities---03-29-2020---615pm-revision.pdf?sfvrsn=7bfd20f1_2))

- \* Contaminated masks are considered "BIOHAZARD".
  - o Thousands of BIOHAZARD contaminated materials (masks) will be entering Adams County Exhibit Hall for months.
- \* "Compatible N95 Respirators should be discarded and not reused if visually damaged or soiled."
  - o So this facility will be used not only to "clean" contaminated masks in chambers but sorting of biohazard material for disposal outside of chambers. (Inside building)

## Potential Risk Of Using Decontaminated N95 Respirators

([https://www.battelle.org/docs/default-source/commercial-offerings/industry-solutions/hcp---fact-sheet---battelle-face-masks---03-29-2020---615pm.pdf?sfvrsn=c44e4ea\\_2](https://www.battelle.org/docs/default-source/commercial-offerings/industry-solutions/hcp---fact-sheet---battelle-face-masks---03-29-2020---615pm.pdf?sfvrsn=c44e4ea_2))

\* Reused respirators may not have been effectively decontaminated of SARS-CoV-2 or other pathogens

NOTE: I also confirmed that this facility at AdCo fairgrounds may be used to clean contaminated respirators from other states.

Adams County Commissioner,

I am asking for the following call to action by the board to protect people who may unknowingly get near or enter the Exhibit Hall at the Adams County Fairgrounds. I believe people have the right to know and decided for themselves if they want to enter this building.

\* Place signs on all doors of exhibit hall informing public this facility is actively processing, cleaning and handling biohazard materials. COVID-19 contaminated materials are being transported into and out of building.

\* Keep notices on doors 12 months after decontamination operation has shutdown and building has been thoroughly cleaned.

\* Place this same information onto exhibit hall rental contracts and advertisement for hall rental for 12 months after building is not longer being used for COVID-19 decontamination center.

Kathryn Lawrence

P.S. I think the lively "look at the good stuff happening at the fairground" video posted on homepage of AdCo website was not informative to the seriousness of COVID-19 entering the building. I expect more transparency from the county.



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

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

**Tuesday  
April 28, 2020  
9:30 AM**

**Watch the virtual meeting through our You Tube Channel  
<http://www.adcogov.org/events/bocc-public-hearing-9>**

**1. ROLL CALL**

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

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

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

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

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**Public comment is required to be submitted prior to the meeting to  
[ehannah@adcogov.org](mailto:ehannah@adcogov.org)**

**A. Citizen Communication**

Public Comment Submitted for April 28, 2020

**B. Elected Officials' Communication**

## 6. CONSENT CALENDAR

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

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

- A. Minutes of the Commissioners' Proceedings from April 21, 2020
- B. Resolution Accepting a Warranty Deed Conveying Property from EP Investments, LLC, to Adams County for Right-of-Way for Osage Street and West 62nd Parkway  
(File approved by ELT)
- C. Resolution Accepting Permanent Street Access and Maintenance Easement from EP Investments, LLC, to Adams County for Access and Maintenance Purposes  
(File approved by ELT)
- D. Resolution Accepting Warranty Deed Conveying Property from Barr Lake Estates, LLC, to Adams County for Right-Of-Way Purposes  
(File approved by ELT)
- E. Resolution Accepting a Warranty Deed Conveying Property from Russell G. Knodel and Terri L. Knodel to Adams County for Right-of-Way for East 120th Avenue  
(File approved by ELT)
- F. Resolution Accepting a Warranty Deed Conveying Property from Adams East Development Company, LLC, to Adams County for Right-of-Way Purposes  
(File approved by ELT)
- G. Resolution Accepting Warranty Deed conveying property from Amerco Real Estate Company, A Nevada Corporation, formerly U-Haul Real Estate Company, to Adams County for Right-Of-Way Purposes  
(File approved by ELT)
- H. Resolution Accepting a Permanent Drainage Easement from Amerco Real Estate Company, a Nevada Corporation, Formerly U-Haul Real Estate Company, for Storm Water Drainage Purposes  
(File approved by ELT)
- I. Resolution Accepting a Warranty Deed Conveying Property from Stanley K., Janet M. and Joy V. Beltz to Adams County for Right-of-Way Purposes  
(File approved by ELT)

- J.** Resolution Accepting a Warranty Deed Conveying Property from Wailes Farms, Inc., to Adams County for Right-of-Way Purposes  
(File approved by ELT)
- K.** Resolution Accepting a Warranty Deed Conveying Property from Wailes Farms, Inc., to Adams County for Right-of-Way Purposes  
(File approved by ELT)
- L.** Resolution Accepting Grant Offer between Adams County and the State of Colorado for the Colorado Air and Space Port Fogseal Project of Runway 08-26 and Taxiway B and E Rehabilitation  
(File approved by ELT)
- M.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0050430, R0166881, R0130063, R0005327, R0095210, R0104751, R0198653, P0036109, R0080088, P0037044, R0050574, R0013677, R0071084, R0120110, R0014130, R0070663, R0160972, P0028779, P0011019, R0094312, R0058164, R0004089, R0003873, R0097713, R0037175, R0186477, R0169115, R0199446  
(File approved by ELT)
- N.** Resolution Approving the Floodplain Community Rating System Annual Recertification Program  
(File approved by ELT)
- O.** Resolution Approving an Intergovernmental Agreement between the City of Thornton and Adams County for 144th Avenue Concrete Box Culvert Extension Reimbursement  
(File approved by ELT)
- P.** Resolution Ratifying the Approval of a Lease Agreement with the State of Colorado for the Exhibit Hall at the County Fairgrounds for the Purpose of Cleaning and Storage of Medical Supplies Related to the COVID-19 Pandemic  
(File approved by ELT)
- Q.** Resolution Awarding an Airport Operators' Liability Insurance Policy to ACE USA Insurance Company for Airport Operator's Liability Insurance  
(File approved by ELT)
- R.** Resolution Awarding a Crime Insurance Policy to Hanover Insurance for Crime Insurance  
(File approved by ELT)

- S. Resolution Awarding a Network Security and Privacy Liability Insurance Policy to ACE American Insurance Company to Network Security and Privacy Liability Insurance  
(File approved by ELT)
- T. Resolution Awarding an Excess Cyber Liability Insurance Policy to Beazley Insurance Company for Excess Cyber Liability Insurance  
(File approved by ELT)
- U. Resolution Awarding an Excess Workers' Compensation Insurance Policy to Midwest Employers Casualty Company for Excess Workers' Compensation Insurance  
(File approved by ELT)
- V. Resolution Awarding a Bond Policy to Travelers Casualty & Surety Company for Self Insurers Workers' Compensation Bond  
(File approved by ELT)
- W. Resolution Awarding a Property-Equipment Breakdown Insurance Policy to Swiss Re Insurance Company for Property-Equipment Breakdown Insurance  
(File approved by ELT)
- X. Resolution Awarding a Public Entity Liability Insurance Policy to Allied World Insurance Company for Public Entity Liability Insurance  
(File approved by ELT)
- Y. Resolution Awarding an Underground Storage Tank Insurance Policy to Liberty Surplus Lines Insurance Company for Underground Storage Tank Liability Insurance  
(File approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

**B. COUNTY ATTORNEY**

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

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

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

## 9. LAND USE HEARINGS

### A. Cases to be Heard

1. RCU2019-00044 T&G 73rd Avenue Rezone  
(File approved by ELT)  
**A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this Land Use Hearing be continued to May 12, 2020. The motion carried by the following vote:**  
**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Doriso, and Commissioner Hodge
  
2. RCU2019-00025 Mount Moriah Stables CUP  
(File approved by ELT)  
**A motion was made by Commissioner Tedesco, seconded by Commissioner O'Doriso, that this Land Use Hearing be approved. The motion carried by the following vote:**  
**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Doriso, and Commissioner Hodge

## 10. ADJOURNMENT

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from Phyllis Webb and Stanley L. Guthrie to Adams County for Right-Of-Way for East 168 <sup>th</sup> Avenue
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2003, Phyllis Webb and Stanley L. Guthrie executed a Warranty Deed to dedicate road right-of-way to Adams County for the purpose of meeting Section 5-03-03-09 requirements regarding access to lots by public road. The property is located in the Northwest Quarter of Section 2, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY FROM  
PHYLLIS WEBB AND STANLEY L. GUTHRIE TO ADAMS COUNTY FOR  
RIGHT-OF-WAY FOR EAST 168<sup>TH</sup> AVENUE**

WHEREAS, Adams County received a Warranty Deed in 2003 for right-of-way dedication of East 168<sup>TH</sup> Avenue, for the purpose of meeting Section 5-03-03-09 requirements regarding access to lots by public road, located in the Northwest Quarter of Section 2, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a), Adams County wishes to formally accept the property acquired from Phyllis Webb and Stanley L. Guthrie as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1120496.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Phyllis Webb and Stanley L. Guthrie, a copy of which has been duly recorded, is hereby accepted by Adams County.

**WARRANTY DEED**

THIS DEED, dated this 19<sup>th</sup> day of March 2003, between  
PHYLLIS WEBB and STANLEY L. GUTHRIE  
of the County of Adams and State of Colorado, grantor(s), and  
The County of Adams, State of Colorado  
whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the  
said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for East 168th Avenue.  
also known by street and number as: Vacant Land  
assessor's schedule or parcel number: part of 1571-02-0-00-001

2

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2003 taxes due in 2004 which grantor agrees to pay.

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

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

Stanley L. Guthrie      Phyllis Webb  
~~Stanley L. Guthrie~~      Phyllis Webb

STATE OF COLORADO )  
County of ADAMS ) ss

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2003, by Phyllis Webb and Stanley L. Guthrie.

My commission expires:

Witness my hand and official seal  
Sandra K. Jackson  
Sandra K. Jackson  
Notary Public  
STATE OF COLORADO



STATE OF Alaska )  
Matanuska- ) ss  
County of Susitna )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day  
of March, 2003, by ~~Phyllis Webb~~ and Stanley L. Guthrie.

Witness my hand and official seal.

My commission expires: 10/26/05

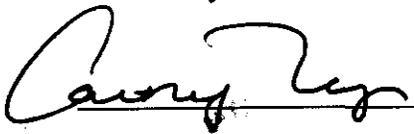
  
\_\_\_\_\_  
Notary Public

EXHIBIT "A"  
TO WARRANTY DEED  
BETWEEN  
PHYLLIS WEBB & STANLEY L. GUTHRIE  
AND  
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of the Northwest one-quarter of Section 2, Township 1 South, Range 67 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest one-quarter; thence N89°34'06"E on an assumed bearing along the North line of said Northwest one-quarter a distance of 1427.80 feet to the True Point of Beginning; thence continuing N89°34'06"E along said North line a distance of 410.94 feet; thence S00°25'54"E a distance of 60.00 feet; thence S89°34'06"W parallel with said North line a distance of 410.94 feet; thence N00°25'54"E a distance of 60.00 feet to the True Point of Beginning.

Contains 24,656.40 square feet or 0.566 acres, more or less.

Basis of Bearings: The North line of the Northwest one-quarter of Section 2, Township 1 South, Range 67 West of the Sixth Principal Meridian is assumed to bear N89°34'06"E, the end points of which are monumented with found 2 1/2 inch diameter LS 13482 caps in monument boxes.



PREPARED BY ROBERT A. RICKARD,  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 28283  
FOR AND ON BEHALF OF ACKLAM & ASSOCIATES, INC.  
1001 EAST BRIDGE STREET, BRIGHTON, CO 80601  
303-659-8546



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from Bradley W. Zuercher and Therese K. Zuercher to Adams County for Right-Of-Way for East 152 <sup>nd</sup> Avenue
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2003, Bradley W. Zuercher and Therese K. Zuercher executed a Warranty Deed to dedicate road right-of-way to Adams County for the purpose of meeting Section 5-03-03-09 requirements regarding access to lots by public road. The property is located in the Northwest Quarter of Section 17, Township 1 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY FROM  
BRADLEY W. ZUERCHER AND THERESE K. ZUERCHER TO ADAMS COUNTY  
FOR RIGHT-OF-WAY FOR EAST 152<sup>ND</sup> AVENUE**

WHEREAS, Adams County received a Warranty Deed in 2003 for right-of-way dedication of East 168<sup>TH</sup> Avenue, for the purpose of meeting Section 5-03-03-09 requirements regarding access to lots by public road, located in the Northwest Quarter of Section 17, Township 1 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a), Adams County wishes to formally accept the property acquired from Bradley W. Zuercher and Therese K. Zuercher as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1141379.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Bradley W. Zuercher and Therese K. Zuercher, a copy of which has been duly recorded, is hereby accepted by Adams County.



**EXHIBIT "A"**  
**TO WARRANTY DEED**  
**BETWEEN**  
**BRADLEY W. ZUERCHER AND THERESE K. ZUERCHER**  
**AND**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That part of the Northwest Quarter of Section 17, Township 1 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado being the North 70 feet of that parcel of land described in the deed recorded June 13, 2001 in the Office of the Adams County Clerk and Recorder under Reception Number C0813733 which EXCEPT that portion which lies within that parcel of land described in the deed recorded January 20, 1993 in the Office of the Adams County Clerk and Recorder in Book 4015 at Pages 935-936 under Reception Number B1117555 and more particularly described as follows:

Beginning at the North Quarter Corner of said Section 17, being also the northeast corner of said parcel of land described under Reception Number C0813733; thence N89°16'49"W on as assumed bearing along the North line of the Northwest Quarter of said Section 17 a distance of 1283.10 feet to the northwest corner of said parcel of land described under Reception Number C0813733; thence S00°00'25"E along the west line of said parcel of land described under Reception Number C0813733 a distance of 70.00 feet; thence S89°16'49"E parallel with and 70.00 feet south of the North line of the Northwest Quarter of said Section 17 a distance of 503.72 feet to a point on the west line of said parcel of land described in Book 4015 at Page 935-936; thence along the west, north, and east lines of said parcel of land described in Book 4015 at Page 935-936 the following three courses: 1.) N00°43'11"E a distance of 40.00 feet to a point 30.00 feet south of the North line of the Northwest Quarter of said Section 17; 2.) N89°16'49"E parallel with and 30.00 feet south of the North line of the Northwest Quarter of said Section 17 a distance of 30.00 feet; 3.) S00°43'11"W a distance of 40.00 feet to a point 70.00 feet south of the North line of the Northwest Quarter of said Section 17; thence S89°16'49"E parallel with and 70.00 feet south of the North line of the Northwest Quarter of said Section 17 a distance of 749.04 feet to a point on the East line of the Northwest Quarter of said Section 17; thence N00°16'30"E along the East line of the Northwest Quarter of said Section 36 a distance of 70.00 feet to the Point of Beginning.

Contains 88,569.943 square feet or 2.033 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 4955 East 74<sup>th</sup> Avenue, Commerce City, Colorado 80022, based on the legal description in the deeds recorded in the Office of the Adams County Clerk and Recorder under Reception No. C0813733 and in Book 4015 at Pages 935-936 under Reception Number B1117555.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from The Toan Trinh and Meiling Trinh to Adams County for Right-Of-Way for East 128 <sup>th</sup> Avenue and East 132 <sup>nd</sup> Avenue
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2002, The Toan Trinh and Meiling Trinh executed a Warranty Deed to dedicate road right-of-way to Adams County in conjunction with a 35-acre subdivision. The property is located in the Southwest Quarter of Section 30, Township 1 South, Range 65 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY FROM  
THE TOAN TRINH AND MEILING TRINH TO ADAMS COUNTY FOR RIGHT-OF-  
WAY FOR EAST 128<sup>TH</sup> AVENUE AND EAST 132<sup>ND</sup> AVENUE**

WHEREAS, Adams County received a Warranty Deed in 2002 for right-of-way dedication of East 128<sup>th</sup> Avenue and East 132<sup>nd</sup> Avenue in conjunction with a 35-acre subdivision, located in the Southwest Quarter of Section 30, Township 1 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from The Toan Trinh and Meiling Trinh as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1141380.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from The Toan Trinh and Meiling Trinh, a copy of which has been duly recorded, is hereby accepted by Adams County.

**WARRANTY DEED**

THIS DEED, dated this 3<sup>rd</sup> day of May 2002, between  
THE TOAN TRINH and MEILING TRINH  
, of the County of Adams and State of Colorado, grantor(s), and  
The County of Adams, State of Colorado, whose  
legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said  
County of Adams and State of Colorado, grantee(s):

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

The North 30.00 feet and the South 40.00 feet of that parcel of land description in the deed recorded in Book 5983 at Page 107, Reception No. C0622757 Adams County Clerk and Recorder more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. Dedicated for East 128th Avenue and East 132nd Avenue east of Gun Club Mile Road.  
also known by street and number as: Vacant Land  
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2002 taxes due in 2003 which grantor agrees to pay.

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

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

Meiling Trinh  
Meiling Trinh

The Toan Trinh  
The Toan Trinh

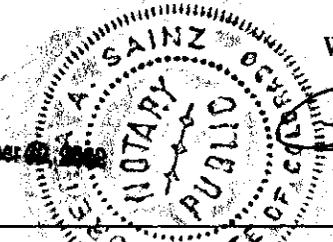
STATE OF COLORADO )  
County of Adams ) ss

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 2002, by The Toan Trinh and Meiling Trinh.

Witness my hand and official seal.

My commission expires:

My Commission Expires December 31, 2004



[Signature]  
Notary Public

**EXHIBIT "A"**  
**TO WARRANTY DEED**  
**BETWEEN**  
**THE TOAN TRINH AND MEILING TRINH**  
**AND**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That part of the Southwest Quarter of Section 30, Township 1 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado being more particularly described as follows:

Commencing at the Southwest Corner of said Section 30; thence South 89°56'06" East on an assumed bearing along the South line of the Southwest Quarter of said Section 30 a distance of 1345.63 feet to the True Point of Beginning; thence North 00°14'52" West parallel with the West line of the Southwest Quarter of said Section 30 a distance of 40.00 feet; thence South 89°56'06" East along a line 40.00 feet north of and parallel with the South line of the Southwest Quarter of said Section 30 a distance of 956.50 feet; thence South 00°56'31" East a distance of 40.00 feet to a point on the South line of the Southwest Quarter of said Section 30; thence North 89°56'06" West along the South line of the Southwest Quarter of said Section 30 a distance of 956.86 feet to the True Point of Beginning.

Contains 38,267.20 square feet or 0.878 acres more or less.

And also:

Commencing at the Southwest Corner of said Section 30; thence South 89°56'06" East on an assumed bearing along the South line of the Southwest Quarter of said Section 30 a distance of 1345.63 feet; thence North 00°14'52" West parallel with the West line of the Southwest Quarter of said Section 30 a distance of 2647.67 feet to a point on the North line of the Southwest Quarter of said Section 30, being also the True Point of Beginning; thence North 90°00'00" East along the North line of Southwest Quarter of said Section 30 a distance of 924.76 feet; thence South 00°56'31" East a distance of 30.00 feet; thence South 90°00'00" West along a line 30.00 feet south of and parallel with the North line of the Southwest Quarter of said Section 30 a distance of 925.12 feet; thence North 00°14'52" West parallel with the West line of the Southwest Quarter of said Section 30 a distance of 30.00 feet to the North line of the Southwest Quarter of said Section 30 and the True Point of Beginning.

Contains 27,748.20 square feet or 0.637 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 4955 East 74<sup>th</sup> Avenue, Commerce City, Colorado 80022, based on the legal description in the deed recorded in the Office of the Adams County Clerk and Recorder in Book 5983 at Page 107, Reception No. C0622757 and in Book 5788 at Page 583, Reception No. C0554816 and as shown on the Land Survey Plat recorded under Reception No C0554817.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from Gerald L. Sweeney, Matthew D. Sweeney and Yvonne A. Sweeney to Adams County for Right-Of-Way for East 160 <sup>th</sup> Avenue and Mystic Lane
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2002, Gerald L. Sweeney, Matthew D. Sweeney and Yvonne A. Sweeney executed a Warranty Deed to dedicate road right-of-way to Adams County in conjunction with a 35-acre subdivision. The property is located in the Northeast Quarter of Section 2, Township 1 South, Range 62 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY  
FROM GERALD L. SWEENEY, MATTHEW D. SWEENEY, AND  
YVONNE A. SWEENEY TO ADAMS COUNTY FOR RIGHT-OF-WAY  
FOR EAST 160<sup>TH</sup> AVENUE AND MYSTIC LANE**

WHEREAS, Adams County received a Warranty Deed in 2002 for right-of-way dedication of East 160<sup>TH</sup> Avenue and Mystic Lane in conjunction with a 35-acre subdivision, located in the Northeast Quarter of Section 2, Township 1 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Gerald L. Sweeney, Matthew D. Sweeney, and Yvonne A. Sweeney, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C0962595.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Gerald L. Sweeney, Matthew D. Sweeney, and Yvonne A. Sweeney, a copy of which has been duly recorded, is hereby accepted by Adams County.



**EXHIBIT "A"**  
**TO**  
**WARRANTY DEED**  
**BETWEEN**  
**GERALD L. SWEENEY, MATTHEW D. SWEENEY**  
**AND YVONNE A. SWEENEY**  
**AND**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That part of the Northeast Quarter of Section 2, Township 1 South, Range 62 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Beginning at the Southeast corner of said Section 2; thence North  $00^{\circ} 53' 38''$  West on an assumed bearing along the Easterly line of said Southeast Quarter of Section 2 a distance of 40.00 feet; thence South  $89^{\circ} 15' 43''$  West parallel with the southerly line of said Southeast Quarter of Section 2 a distance of 1951.62 feet; thence North  $45^{\circ} 53' 10''$  West a distance of 28.36 feet; thence North  $01^{\circ} 02' 03''$  West a distance of 2868.39 feet to the beginning of a curve to the right; thence along said curve to the right, having a radius of 570.00 feet, a chord that bears North  $19^{\circ} 28' 58''$  East 399.56 feet, a delta angle of  $41^{\circ} 02' 03''$  and an arc length of 408.23 feet; thence North  $40^{\circ} 00' 00''$  East a distance of 400.00 feet to the beginning of a curve to the right; thence along said curve to the right, having a radius of 30.00 feet, a chord that bears North  $64^{\circ} 05' 41''$  East 24.50 feet, a delta angle of  $48^{\circ} 11' 23''$  and an arc length of 25.23 feet to the beginning of a curve to the left; thence along said curve to the left, having a radius of 60.00 feet, a chord that bears North  $50^{\circ} 00' 00''$  West 80.00 feet, a delta angle of  $276^{\circ} 22' 46''$  and an arc length of 289.43 feet to the beginning of a curve to the right; thence along said curve to the right, having a radius of 30.00 feet, a chord that bears South  $15^{\circ} 54' 19''$  West 24.50 feet, a delta angle of  $48^{\circ} 11' 23''$  and an arc length of 25.23 feet; thence South  $40^{\circ} 00' 00''$  West a distance of 400.00 feet to the beginning of a curve to the left; thence along said curve to the left, having a radius of 630.00 feet, a chord that bears South  $19^{\circ} 28' 58''$  West 441.61 feet, a delta angle of  $41^{\circ} 02' 03''$  and an arc length of 451.20 feet to a point 2928.08 feet northerly of said Southerly line of the Southeast Quarter of Section 2; thence South  $01^{\circ} 02' 03''$  East a distance of 2868.08 feet; thence South  $44^{\circ} 06' 50''$  West a distance of 28.21 feet; thence South  $89^{\circ} 15' 43''$  West parallel with said Southerly line of the Southeast Quarter of Section 2 a distance of 585.00 feet to the Westerly line of said Southeast Quarter of Section 2; thence South  $01^{\circ} 02' 03''$  East along said Westerly line of the Southeast Quarter of Section 2 a distance of 40.00 feet to the South Quarter Corner of Section 2; thence North  $89^{\circ} 15' 43''$  East along said Southerly line of the Southeast Quarter of Section 2 a distance of 2636.52 feet to the Point of Beginning.

Contains 7.826 acres more or less.

Legal description prepared by Joel B. Crowe, PLS 25937, with Alpha Engineering Co., 617 5th Street, Fort Lupton, Colorado 80621.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from James Robert Sweed and Flora Mae Sweed to Adams County for Right-Of-Way for Schumaker Road
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2001, James Robert Sweed and Flora Mae Sweed executed a Warranty Deed to dedicate road right-of-way to Adams County in conjunction with a 35-acre subdivision. The property is located in the Northeast Quarter of Section 36, Township 2 South, Range 64 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY  
FROM JAMES ROBERT SWEED AND FLORA MAE SWEED TO ADAMS COUNTY  
FOR RIGHT-OF-WAY FOR SCHUMAKER ROAD**

WHEREAS, Adams County received a Warranty Deed in 2001 for right-of-way dedication of Schumaker Road in conjunction with a 35-acre subdivision, located in the Northeast Quarter of Section 36, Township 2 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from James Robert Sweed and Flora Mae Sweed, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1141378.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from James Robert Sweed and Flora Mae Sweed, a copy of which has been duly recorded, is hereby accepted by Adams County.

WARRANTY DEED

THIS DEED, dated this 25<sup>th</sup> day of January, 2003  
between James Robert Sweed and Flora Mae Sweed

of the said \* County of Adams and State of  
Colorado, grantor(s) and  
The County of Adams, State of Colorado

whose legal address is 450 South 4th Avenue  
Brighton, Colorado 80601

of the said County of Adams and State of Colorado, grantee(s):

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

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

also known by street and number as: Dedicated for Schumaker Road at <sup>7751</sup>~~7900~~ Schumaker Mile Road  
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors  
heirs and assigns forever. The grantor(s), for them selves, their heirs and personal representatives, doth  
covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery  
of these presents, they are well seized of the premises above conveyed, ha VE good, sure, perfect, absolute and indefeas-  
ible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same  
in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,  
assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests  
if any and except 200<sup>1</sup>/<sub>2</sub> taxes due 200<sup>2</sup>/<sub>2</sub> which grantor agrees to pay.

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

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

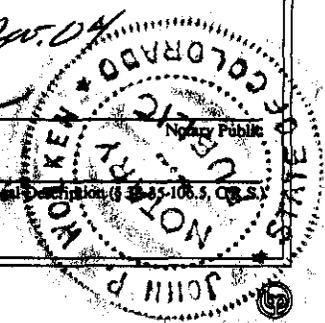
*Flora M Sweed*  
\_\_\_\_\_  
Flora Mae Sweed

*James Robert Sweed*  
\_\_\_\_\_  
James Robert Sweed

STATE OF COLORADO  
County of Adams } ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2003  
by James Robert Sweed and Flora Mae Sweed

Witness my hand and official seal.  
My commission expires:

*[Signature]*  
\_\_\_\_\_  
Name and Address of Person Creating Newly Created Legal Description (S 30-35-106.5, C.R.S.)  


\*If in Denver, insert "City and".

**EXHIBIT "A"**  
**TO**  
**WARRANTY DEED**  
**BETWEEN**  
**JAMES ROBERT SWEED AND FLORA MAE SWEED**  
**AND**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That part of the Northeast Quarter of Section 36, Township 2 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 36; thence  $S00^{\circ}12'45''W$  on an assumed bearing along the East line of the Northeast Quarter of said Section 36 a distance of 1355.77 feet; thence  $N89^{\circ}47'15''W$  a distance of 30.00 feet to a point on the West right-of-way line of Schumaker Mile Road, being also the True Point of Beginning; thence  $N88^{\circ}51'57''W$  a distance of 10.00 feet; thence  $S00^{\circ}12'45''W$  parallel with and 40.00 feet West of the East line of the Northeast Quarter of said Section 36 a distance of 604.18 feet; thence  $S88^{\circ}51'57''E$  a distance of 10.00 feet to a point on the West right-of-way line of said Schumaker Mile Road; thence  $N00^{\circ}12'45''E$  along the West right-of-way line of said Schumaker Mile Road and parallel with and 30.00 feet West of the East line of the Northeast Quarter of said Section 36 a distance of 604.18 feet to the True Point of Beginning.

Contains 6,041.80 square feet or 0.1387 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department 4955 E. 74th Avenue, Commerce City, Colorado 80022, based on the deed as recorded in the Office of the Adams County Clerk and Recorder in Book 5845 at Page 572 under Reception No. C0575492.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from Larry D. Stoermer and Vickie S. Stoermer to Adams County for Right-Of-Way for Calhoun Byers Road
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2000, Larry D. Stoermer and Vickie S. Stoermer executed a Warranty Deed to dedicate road right-of-way to Adams County in conjunction with a 35-acre subdivision. The property is located in the Southwest Quarter of Section 26, Township 3 South, Range 61 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY  
FROM LARRY D. STOERMER AND VICKIE S. STOERMER TO ADAMS COUNTY  
FOR RIGHT-OF-WAY FOR CALHOUN BYERS ROAD**

WHEREAS, Adams County received a Warranty Deed in 2000 for right-of-way dedication of Calhoun Byers Road in conjunction with a 35-acre subdivision, located in the Southwest Quarter of Section 26, Township 3 South, Range 61 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired Larry D. Stoermer and Vickie S. Stoermer, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1141377.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Larry D. Stoermer and Vickie S. Stoermer, a copy of which has been duly recorded, is hereby accepted by Adams County.

C1141377  
5/12/2003 11:08:44  
PG: 0001-001  
0.00 DOC FEE:  
CAROL SNYDER  
ADAMS COUNTY

0.00

WARRANTY DEED

THIS DEED, dated this 15 day of December 2000  
between Larry D. Stoermer and Vickie S. Stoermer

of the said \*County of Adams and State of  
Colorado, grantor(s) and  
The County of Adams, State of Colorado

whose legal address is 450 South 4th Avenue  
Brighton, Colorado 80601

of the said County of Adams and State of Colorado, grantee(s):

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

The West 40.00 feet of the Southwest Quarter of the Northwest Quarter of the  
Southwest Quarter Section 26, Township 3 South, Range 61 West of the Sixth Principal  
Meridian, Adams County, Colorado.

Contains 26,400.00 square feet or 0.606 acres more or less.

also known by street and number as: Dedicated for Calhoun Byers Road at 3180 Calhoun Byers Mile  
assessor's schedule or parcel number: Road

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion  
and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand  
whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;  
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its SUCCESSORS  
heirs and assigns forever. The grantor(s), for them selves, their heirs and personal representatives, doth  
covenant, grant, bargain and agree to and with the grantee(s), its SUCCESSORS and assigns, that at the time of the ensembling and delivery  
of these presents, they are well seized of the premises above conveyed, ha ve good, sure, perfect, absolute and indefea-  
sible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same  
in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,  
assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests  
if any and except 2000 taxes due 2001 which grantor agrees to pay.

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

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.  
Vickie S. Stoermer Vickie S. Stoermer  
Larry D. Stoermer Larry D. Stoermer

STATE OF COLORADO }  
County of Adams } ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by Larry D. Stoermer and Vickie S. Stoermer

Witness my hand and official seal.  
My commission expires: December 28, 2003  
Betty G. Carter  
Notary Public

\*If in Denver, insert "City and".

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from Dale W. Ness and Cynthia L. Ness to Adams County for Right-Of-Way for Calhoun Byers Road
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2003, Dale W. Ness and Cynthia L. Ness executed a Warranty Deed to dedicate road right-of-way to Adams County in conjunction with a 35-acre subdivision. The property is located in the North Half of Section 15, Township 3 South, Range 61 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY  
FROM DALE W. NESS AND CYNTHIA L. NESS TO ADAMS COUNTY FOR  
RIGHT-OF-WAY FOR CALHOUN BYERS ROAD**

WHEREAS, Adams County received a Warranty Deed in 2003 for right-of-way dedication of Calhoun Byers Road in conjunction with a 35-acre subdivision, located in the North Half of Section 15, Township 3 South, Range 61 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired Dale W. Ness and Cynthia L. Ness, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1153456.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Dale W. Ness and Cynthia L. Ness, a copy of which has been duly recorded, is hereby accepted by Adams County.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting a Warranty Deed conveying property from Linnebur Farm Corporation to Adams County for Right-Of-Way for Pass Me By Mile Road
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2002, Linnebur Farm Corporation executed a Warranty Deed to dedicate road right-of-way to Adams County for the purpose of meeting Section 5-03-03-09 requirements regarding access to lots by public road. The property is located in Section 24, Township 1 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY  
FROM LINNEBUR FARM CORPORATION TO ADAMS COUNTY FOR  
RIGHT-OF-WAY FOR PASS ME BY MILE ROAD**

WHEREAS, Adams County received a Warranty Deed in 2002 for right-of-way dedication of Pass Me By Mile Road, for the purpose of meeting Section 5-03-03-09 requirements regarding access to lots by public road, located in Section 24, Township 1 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a), Adams County wishes to formally accept the property acquired from Linnebur Farm Corporation, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1004314.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Linnebur Farm Corporation, a copy of which has been duly recorded, is hereby accepted by Adams County.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting Warranty Deed conveying property from Fredrick Herr, J. Carlos Schirrmeister and Irma Marcela Schirrmeister to Adams County for Right-Of-Way for East 104 <sup>th</sup> Avenue and Quail Run Road
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** In 2002, Fredrick Herr, J. Carlos Schirrmeister and Irma Marcela Schirrmeister executed a Warranty Deed to dedicate road right-of-way to Adams County in conjunction with a 35-acre subdivision. The property is located in the Northeast Quarter of Section 17, Township 2 South, Range 64 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY  
FROM FREDRICK HERR, J. CARLOS SCHIRRMEISTER, AND IRMA MARCELA  
SCHIRRMEISTER TO ADAMS COUNTY FOR RIGHT-OF-WAY FOR EAST 104<sup>TH</sup>  
AVENUE AND QUAIL RUN ROAD**

WHEREAS, Adams County received a Warranty Deed in 2002 for right-of-way dedication of East 104<sup>th</sup> Avenue and Quail Run Road in conjunction with a 35-acre subdivision, located in the Northeast Quarter of Section 17, Township 2 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Fredrick Herr, J. Carlos Schirrmeister, and Irma Marcela Schirrmeister, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C0947475.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Fredrick Herr, J. Carlos Schirrmeister, and Irma Marcela Schirrmeister, a copy of which has been duly recorded, is hereby accepted by Adams County.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution Accepting Warranty Deeds conveying property to Adams County for Public Right-Of-Way Purposes
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deeds for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County received Warranty Deeds from multiple landowners for right-of-way in conjunction with the East 120<sup>th</sup> Avenue street widening project between Quebec Street and Highway 85. The acquired property interests are located in Section 3, Section 4, Township 2 South, Range 67 West and Section 33, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the properties acquired for the project.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING WARRANTY DEEDS CONVEYING PROPERTY TO  
ADAMS COUNTY FOR PUBLIC RIGHT-OF-WAY PURPOSES**

WHEREAS, Adams County has the East 120<sup>th</sup> Avenue Improvements Project between Quebec Street and Highway 85, located in Section 3 and Section 4, Township 2 South, Range 67 West and Section 33, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, in order to complete the project, Adams County acquired property interests from multiple landowners; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired for the right-of-way from the following persons and as recorded at the Adams County Clerk and Recorder's Office at the referenced Reception numbers:

PERSON OR ENTITY	RECEPTION No
D. Joy Cunning and Shirley R. Foos and Gayle J. Egan	C1004315
Kevin W. Sweetman and Jolene M. Sweetman	C1028584
Albert A. Foos and Shirley R. Foos	C1210388
Shirley Ruth Foos and Albert A. Foos, Gayle Junealyn Egan and Clinton D. Egan and Donna Joy Cunning and Oran K. Cunning	C1085790
Anthony Trujillo	C1028579
James W. Bailey and Marcia W. Bailey	C1069620
Campbell's C-Ment Contracting, Inc., A Colorado Corporation d/b/a Suburban Sand and Gravel Company, A Colorado Corporation	C1243518, C1243519, C1041458
Wells Fargo Bank West, N.A., As Trustee of the Pollyanna F. Mann Marital Trust	C1166982, C1166981

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Deeds received from the persons enumerated above for the right-of-way dedication, copies of which have been duly recorded, are hereby accepted by Adams County.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Adams County Head Start's Colorado Preschool Special Education Additional Slots Addendum Agreement with School District 27J for PY 2019-2020
<b>FROM:</b> Katie Griego, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start to enter into the Colorado Preschool Special Education Program Additional Slots Addendum Agreement with School District 27J for PY 2019-2020

### **BACKGROUND:**

Adams County Head Start would like to enter into the Colorado Preschool Special Education Program Additional Slots Addendum Agreement with School District 27J for PY 2019-2020. Adams County Head Start will have the ability to enroll up to thirteen (13) student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act. For each child enrolled, School District 27J will pay to Adams County Head Start the sum of \$216 per child, per month from February 2020 through May 2020, not to exceed a total of \$2,808.00 per month.

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

School District 27J

### **ATTACHED DOCUMENTS:**

- Resolution attached
- Additional Slots Addendum Agreement between School District 27J and Adams County Head Start Brighton Site Colorado Preschool Special Education Program for PY 2019-2020

**FISCAL IMPACT:**

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

<b>Fund:</b> 31
<b>Cost Center:</b> Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		\$11,232
Additional Revenue not included in Current Budget:			\$
<b>Total Revenues:</b>			<u>\$11,232</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$11,232
Add'l Operating Expenditure not included in Current Budget:			\$
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$11,232</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING THE COLORADO PRESCHOOL  
SPECIAL EDUCATION PROGRAM ADDITIONAL SLOTS  
ADDENDUM BETWEEN ADAMS COUNTY  
HEAD START AND SCHOOL DISTRICT 27J FOR 2019-2020**

**WHEREAS**, Adams County Head Start would like to enter into the attached Colorado Preschool Special Education Program Additional Slots Addendum Agreement with School District 27J; and,

**WHEREAS**, pursuant to the agreement, School District 27J will provide thirteen (13) Colorado Preschool Special Education Program slots at \$2,808.00 per enrollee to Adams County Head Start to provide services for children.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Special Education Program Additional Slots Addendum Agreement 2019-2020 between Adams County Head Start and School District 27J be approved.

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



**27J Schools - Communications**  
Mary Gomez, Director of Special Education  
18551 E. 160th Avenue, Brighton, CO 80601  
Superintendent Chris Fiedler, Ed.D.

27J Schools Board of  
Education  
Roberta Thimmig, President  
Greg Piotraschke, Vice  
President  
Kevin Kerber, Director  
Lloyd Worth, Director  
Blaine Nickeson, Director  
Mandy Thomas, Director  
Jenn Venerable, Director

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**Additional Slots Addendum Agreement between  
School District 27J and Adams County Head Start Brighton Site  
Colorado Preschool Special Education Program  
2019-2020  
Addendum as of February 1, 2020**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this 10th day of September 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County," and 27J Schools located at 18551 E. 160<sup>th</sup> Avenue, CO 80601, hereinafter referred to as "District".

WHEREAS, County is qualified to provide services to students with a disability within the District's service area; and,

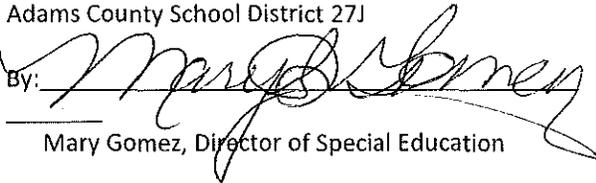
WHEREAS, District is willing to provide County with **13** openings for student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act (IDEA) upon the terms and conditions of this IGA.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Scope of Services.** County shall provide the services outlined in Exhibit 1, to be provided at Adams County Head Start Brighton.
2. **Term.** The term of this IGA shall be from **February 2020**, through May 2020.
3. **Payment.** District shall pay County as follows: \$216 per child per month ("slot") for a maximum of 13 slots -accordingly, the total payments pursuant to this IGA shall not exceed \$2,808 per month. District shall process payments within thirty days of receipt of a valid invoice to the District's Accounts Payable office.
4. **Fund Availability.** This IGA shall not constitute a multi-year fiscal obligation and is expressly subject to annual appropriation. In the event funds are not appropriated in any fiscal year, either party may terminate this IGA.
5. **No Waiver.** Neither party gives up any rights by failing to enforce any terms of this IGA.
6. **Governmental Immunity.** The parties are governmental entities subject to the Colorado Governmental Immunity Act ("CGIA"). Nothing in this IGA shall be construed as waiving the provisions of the CGIA.
7. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be in Adams County, Colorado.
8. **Integration of Understanding.** This IGA contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed,

- modified, or waived only by an instrument in writing signed by the Parties hereto.
9. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
  10. **Parties Interested Herein.** Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this IGA. All covenants, terms, conditions, and provisions in this IGA shall be for the sole and exclusive benefit of County and District.
  11. **Severability.** If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of the IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
  12. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.
  13. **Insurance.** The parties are governmental entities, insured in compliance with the requirements of the Colorado Governmental Immunity Act. During the term of this IGA the parties shall maintain such insurance.

Adams County School District 27J

By:   
\_\_\_\_\_  
Mary Gomez, Director of Special Education

By:   
\_\_\_\_\_  
Lori Shiek, Chief of Finance

Adams County Head Start Brighton Site

By: \_\_\_\_\_  
Adams County Chair Board of Commissioners



## PUBLIC HEARING AGENDA ITEM

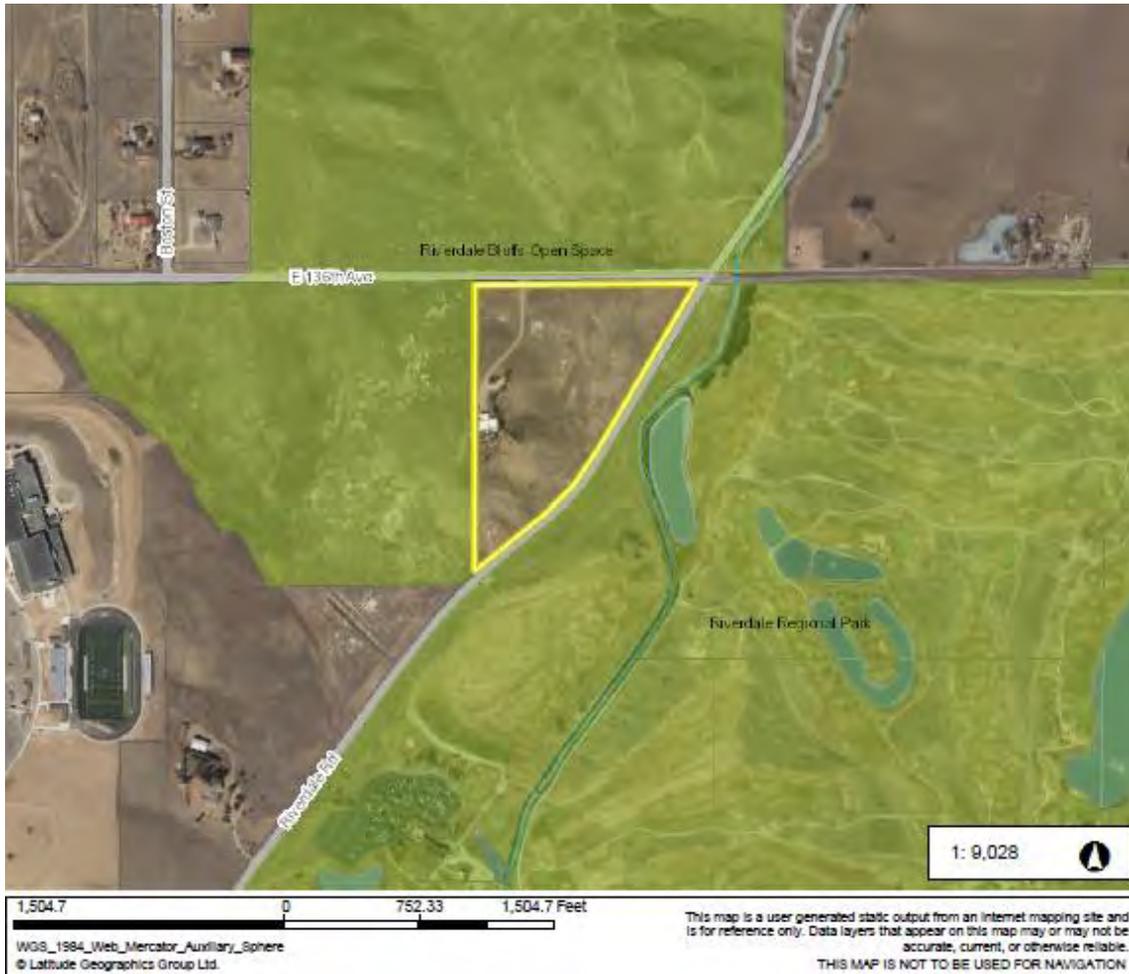
<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Property Acquisition – 13600 Riverdale Rd (Baumgartner Property)
<b>FROM:</b> Nicci Beauprez, Project Manager – Land & Assets
<b>AGENCY/DEPARTMENT:</b> Facilities & Fleet Management
<b>HEARD AT STUDY SESSION ON:</b> Multiple Times
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves Contract to Buy and Sale Real Estate between Adams County and Lrk, LLC, and Agreement to Amend/Extend Contract for the Baumgartner Property

### **BACKGROUND:**

The property located at 13600 Riverdale Road, known as the ‘Baumgartner Property’ is an inholding within county parks and open space lands. Previously identified as a strategic opportunity to preserve existing lands along Riverdale Road, this represents a unique opportunity to improve land holdings as well as acquire a functional facility. After an initial assessment, staff recommends purchasing the Property to connect Riverdale Regional Park (RRP) and Riverdale Bluffs Open Space (RBOS) and to cure the Park and Open Space inholding for the purchase price of \$2,000,000. Terms and conditions of the contract afford naming rights reservations to the Baumgartner family. Beneficial uses of the Property may include and shall not be limited to: trails, trail heads, parks, open space, event venues, support for other events within the RRP & RBOS, nature centers, incubator space for 3<sup>rd</sup> party stakeholders such as a botanic garden and or insect/wildlife observatory.

Staff recommends that the County enter a contract to purchase the Property for the purchase price of \$2,000,000.

Figure 1. 13600 Riverdale Road (Property) is located southeast of Riverdale Bluffs Open Space and northeast of Riverdale Regional Park Reference intersections are: 136<sup>th</sup> Avenue and Riverdale Road.



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

County Manager's Office, County Attorney's Office, Facilities & Fleet Management, Parks Open Space & Cultural Affairs.

**ATTACHED DOCUMENTS:**

Resolution  
Contract to Buy and Sell Real Estate  
Amend to Extend

**FISCAL IMPACT:**

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

<b>Fund: 27</b>
<b>Cost Center: 6107</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	61072005	\$2,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$2,000,000</u>

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**         YES             NO

**Additional Note:**

Purchase price is \$2,000,000. There will be due diligence and closing costs associated to this transaction in addition of the purchase price.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING A CONTRACT TO BUY AND SELL BETWEEN ADAMS  
COUNTY AND LRK, LLC, FOR PROPERTY AT 13600 RIVERDALE ROAD**

Resolution 2020-

WHEREAS, Adams County wishes to purchase property identified as a strategic opportunity; and,

WHEREAS, Adams County has identified an approximately fifteen-acre parcel located at 13600 Riverdale Road (the “Baumgartner Property”) located between Riverdale Regional Park and Riverdale Bluffs Open Space; and,

WHEREAS, Adams County and the Baumgartner Property owner, Lrk LLC, drafted a contract to Buy and Sell Real Estate (the “Contract”) for Adams County to purchase the Property per the terms of the attached contract, subject to the County’s due diligence and review; and,

WHEREAS, Adams County and Lrk, LLC, further drafted an Amend/Extend to the Contract to address COVID-19 related impacts and the acceptance deadline; and,

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Contract to Buy and Sell Real Estate between Adams County and Lrk, LLC, and the Agreement to Amend/Extend Contract for the Baumgartner Property between Adams County and Lrk, LLC, a copy of which is attached hereto, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Contract to Buy and Sell Real Estate between Adams County and Lrk, LLC, and the Agreement to Amend/Extend Contract on behalf of Adams County.

1 The printed portions of this form, except **differentiated additions**, have been approved by the Colorado Real Estate Commission.  
2 (CBS3-5-19) (Mandatory 7-19)  
3

4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR  
5 OTHER COUNSEL BEFORE SIGNING.**  
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**  
8 **(COMMERCIAL)**  
9 **( Property with No Residences)**  
10 **( Property with Residences – Residential Addendum Attached)**  
11

12 Date: March 3, 2020

13 **AGREEMENT**

14 **1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set  
15 forth in this contract (Contract).

16 **2. PARTIES AND PROPERTY.**

17 **2.1. Buyer.** Adams County, Colorado, (Buyer) will take title to the Property described below as  **Joint Tenants**   
18 **Tenants In Common**  **Other** TBD.

19 **2.2. No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

20 **2.3. Seller.** Lrk, LLC, (Seller) is the current owner of the Property described below.

21 **2.4. Property.** The Property is the following legally described real estate in the County of Adams, Colorado:  
22 **SUB: BAUMGARTNER TRACT (Parcel# 0157127001001)**  
23

24 known as No. 13600 Riverdale Road, Brighton, Colorado 80602

25 Street Address

City

State

Zip

26 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of  
27 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).  
28

29 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

30 **2.5.1. Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included  
31 unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside  
32 telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-  
33 in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers  
34 (including TBD remote controls). If checked, the following are owned by the Seller and included (leased items should be listed

35 under **Due Diligence Documents**):  **None**  **Solar Panels**  **Water Softeners**  **Security Systems**  **Satellite**  
36 **Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such  
37 additional items are also included in the Purchase Price.

38 **2.5.2. Inclusion – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following  
39 items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds,  
40 screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating  
41 stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors, **and appliances, and media devices (if any)**, and all keys.

42 **2.5.3. Personal Property – Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of  
43 all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except none. Conveyance of  
44 all personal property will be by bill of sale or other applicable legal instrument.

45 **2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase  
46 Price: **Any and all water, mineral, and oil and gas interest associated with the property.**  
47

48 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities: not applicable; and the  
49 use or ownership of the following storage facilities: not applicable.

50 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

51 **2.5.6. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

52 **None.**

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The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except none. Conveyance will be by bill of sale or other applicable legal instrument.

**2.6. Exclusions.** The following items are excluded (if exclusions):  
*None.*

**2.7. Water Rights/Well Rights.**

**2.7.1. Deeded Water Rights.** The following legally described water rights:  
*Any water rights associated with the Property.*

Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

**2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, and 2.7.4, will be transferred to Buyer at Closing:  
*None.*

**2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is #55092.

**2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
*None.*

**2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**3. DATES DEADLINES AND APPLICABILITY.**

**3.1. Dates and Deadlines**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	<i>10 days from MEC</i>
		<b>Title</b>	
2	§ 8.1, § 8.4	Record Title Deadline	<i>10 days from MEC</i>
3	§ 8.2, § 8.4	Record Title Objection Deadline	<i>60 days from MEC</i>
4	§ 8.3	Off-Record Title Deadline	<i>10 days from MEC</i>
5	§ 8.3	Off-Record Title Objection Deadline	<i>60 days from MEC</i>
6	§ 8.5	Title Resolution Deadline	<i>90 days from MEC</i>
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.2	Association Documents Deadline	<i>Not applicable</i>
9	§ 7.4	Association Documents Termination Deadline	<i>Not applicable</i>
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	<i>10 days from MEC</i>
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>10 days from MEC</i>
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	<i>Not applicable</i>
13	§ 5.2	New Loan Termination Deadline	<i>Not applicable</i>
14	§ 5.3	Buyer's Credit Information Deadline	<i>Not applicable</i>
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<i>Not applicable</i>
16	§ 5.4	Existing Loan Deadline	<i>Not applicable</i>

Item No.	Reference	Event	Date or Deadline
17	§ 5.4	Existing Loan Termination Deadline	<i>Not applicable</i>
18	§ 5.4	Loan Transfer Approval Deadline	<i>Not applicable</i>
19	§ 4.7	Seller or Private Financing Deadline	<i>Not applicable</i>
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	<i>Buyer in receipt of.</i>
21	§ 6.2	Appraisal Objection Deadline	<i>60 days from MEC</i>
22	§ 6.2	Appraisal Resolution Deadline	<i>70 days from MEC</i>
		<b>Survey</b>	
23	§ 9.1	New ILC or New Survey Deadline	<i>60 days from MEC</i>
24	§ 9.3	New ILC or New Survey Objection Deadline	<i>60 days from MEC</i>
25	§ 9.3	New ILC or New Survey Resolution Deadline	<i>70 days from MEC</i>
		<b>Inspection and Due Diligence</b>	
26	§ 10.3	Inspection Objection Deadline	<i>60 days from MEC</i>
27	§ 10.3	Inspection Termination Deadline	<i>Inspection Objection Deadline + 10 days</i>
28	§ 10.3	Inspection Resolution Deadline	<i>Inspection Objection Deadline + 15 days</i>
29	§ 10.5	Property Insurance Termination Deadline	<i>90 days from MEC</i>
30	§ 10.6	Due Diligence Documents Delivery Deadline	<i>10 days from MEC</i>
31	§ 10.6	Due Diligence Documents Objection Deadline	<i>60 days from MEC</i>
32	§ 10.6	Due Diligence Documents Resolution Deadline	<i>70 days from MEC</i>
33	§ 10.6	Environmental Inspection Termination Deadline	<i>90 days from MEC</i>
34	§ 10.6	ADA Evaluation Termination Deadline	<i>60 days from MEC</i>
35	§ 10.7	Conditional Sale Deadline	<i>Not applicable</i>
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>60 days from MEC</i>
37	§ 11.1, 11.2	Estoppel Statements Deadline	<i>Not applicable</i>
38	§ 11.3	Estoppel Statements Termination Deadline	<i>Not applicable</i>
		<b>Closing and Possession</b>	
39	§ 12.3	<b>Closing Date</b>	<i>90 days from MEC</i>
40	§ 17	Possession Date	<i>Delivery of Deed</i>
41	§ 17	Possession Time	<i>Delivery of Deed</i>
42	§ 28	<b>Acceptance Deadline Date</b>	<i>21 days from the execution of this Agreement by Seller</i>
43	§ 28	<b>Acceptance Deadline Time</b>	<i>4:00 pm MST</i>

84 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline  
85 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted", such deadline is  
86 not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains  
87 a selection of "None", such provision means that "None" applies.

88 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

89 **4. PURCHASE PRICE AND TERMS.**

90 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 2,000,000	
2	§ 4.3	Earnest Money		\$ 100,000
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Private Financing		\$ N/A
6	§ 4.7	Seller Financing		\$ N/A

7				
8				
9	§ 4.4	Cash at Closing		\$ 1,900,000
10		<b>TOTAL</b>	\$ 2,000,000	\$ 2,000,000

91 **4.2. Seller Concession.** At Closing, Seller will credit, to Buyer None (Seller Concession). The Seller Concession may be  
92 used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the  
93 Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include,  
94 but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost,  
95 charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in  
96 this Contract.

97 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a check/wire transfer, will be payable  
98 to and held by First American Title Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The  
99 Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest**  
100 **Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the  
101 Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest  
102 Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and  
103 Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this  
104 transaction will be transferred to such fund.

105 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of  
106 tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

107 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the  
108 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided § 24  
109 (Earnest Money Dispute) if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller  
110 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions, (e.g. Earnest Money Release  
111 form), within three days of Seller's receipt of such form.

112 **4.4. Form of Funds; Time of Payment; Available Funds.**

113 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing, and  
114 closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check,  
115 savings and loan teller's check and cashier's check (Good Funds).

116 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be paid  
117 before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing  
118 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract,

119 ~~Does  Does Not~~ have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash  
120 at Closing in § 4.1.

121 **4.5. New Loan.**

122 ~~4.5.1. Buyer to Pay Loan Costs.~~ Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must  
123 timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

124 ~~4.5.2. Buyer May Select Financing.~~ Buyer may pay in cash or select financing appropriate and acceptable to Buyer,  
125 including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30, (Additional Provisions).

126 ~~4.5.3. Loan Limitations.~~ Buyer may purchase the Property using any of the following types of loan:

127  Conventional  Other none

128 ~~4.6. Assumption.~~ Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set  
129 forth in § 4.1 (Price and Terms), presently payable at \$ none per none including principal and  
130 interest presently at the rate of none % per annum, and also including escrow for the following as indicated:  Real

131 ~~Estate Taxes~~  ~~Property Insurance Premium~~ and  none

132 Buyer agrees to pay a loan transfer fee not to exceed \$ none. At the time of assumption, the new interest rate will  
133 not exceed none % per annum and the new payment will not exceed \$ none per none  
134 principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption  
135 Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ none, or if  
136 any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

137 Seller  Will  Will Not be released from liability on said loan. If applicable, compliance with the requirements for  
138 release from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an  
139 appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by none in  
140 an amount not to exceed \$ none.

141 ~~4.7. Seller or Private Financing.~~

142 ~~WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on~~  
143 ~~sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a~~  
144 ~~licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of~~  
145 ~~financing including whether or not a party is exempt from the law.~~

146 ~~4.7.1. Seller Financing.~~ If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  Buyer   
147 ~~Seller will deliver the proposed Seller financing documents to the other party on or before none days before Seller or Private~~  
148 ~~Financing Deadline.~~

149 ~~4.7.1.1. Seller May Terminate.~~ If Seller is to provide Seller financing, this Contract is conditional upon Seller  
150 ~~determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and~~  
151 ~~compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if~~  
152 ~~such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.~~

153 ~~4.7.2. Buyer May Terminate.~~ If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
154 ~~financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its~~  
155 ~~availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller~~  
156 ~~or Private Financing Deadline, if such Seller or private financing is not satisfactory to the Buyer, in Buyer's sole subjective~~  
157 ~~discretion.~~

**TRANSACTION PROVISIONS**

158  
159 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

160 ~~5.1. New Loan Application.~~ If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
161 ~~Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable~~  
162 ~~by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.~~

163 ~~5.2. New Loan Review.~~ If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon  
164 ~~Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability,~~  
165 ~~payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the~~  
166 ~~Right to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory to Buyer, in~~  
167 ~~Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on~~  
168 ~~the Appraised Value (defined below) or the Lender Requirements (defined below). IF SELLER IS NOT IN DEFAULT AND~~  
169 ~~DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY~~  
170 ~~WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).~~

171 ~~5.3. Credit Information.~~ If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
172 ~~of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective~~  
173 ~~discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense,~~  
174 ~~information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2)~~  
175 ~~Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents~~  
176 ~~received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this~~  
177 ~~transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1,~~  
178 ~~on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion,~~  
179 ~~Seller has the Right to Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.~~

180 ~~5.4. Existing Loan Review.~~ If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
181 ~~documents (including note, deed of trust, and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of~~  
182 ~~Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the~~  
183 ~~Right to Terminate under § 25.1, on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such~~  
184 ~~loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract~~  
185 ~~is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's~~  
186 ~~approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right~~  
187 ~~to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under~~  
188 ~~such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.~~

189 **6. APPRAISAL PROVISIONS.**

190 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
191 ~~behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth~~  
192 ~~certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be~~  
193 ~~valued at the Appraised Value.~~

194 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth in §  
195 ~~4.5.3, or if a cash transaction (i.e. no financing) § 6.2.1 applies.~~

196 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase  
197 ~~Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal Objection~~  
198 ~~Deadline, notwithstanding § 8.3 or § 13:~~

199                   **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or  
200                   **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
201 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

202                   **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
203 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
204 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
205 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

206                   **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
207 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
208 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's  
209 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy  
210 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is  
211 waived in writing by Buyer.

212                   **6.4. Cost of Appraisal.** Cost the Appraisal to be obtained after the date of this Contract must be timely paid by  **Buyer**   
213 **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent  
214 or all three.

215 **7. OWNER'S ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and  
216 subject to the declaration (Association).

217                   **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST**  
218 **COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE**  
219 **PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY**  
220 **AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE**  
221 **DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON**  
222 **THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE**  
223 **ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A**  
224 **LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND**  
225 **RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES**  
226 **TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**  
227 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE**  
228 **COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS**  
229 **OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE**  
230 **COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

231                   **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
232 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
233 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
234 of the Association Documents, regardless of who provides such documents.

235                   **7.3. Association Documents.** Association Documents (Association Documents) consist of the following:

236                   **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
237 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under (§ 38-33.3-209.5,  
238 C.R.S.;

239                   **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
240 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.5, C.R.S (Annual  
241 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
242 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

243                   **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including but  
244 not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
245 include the company names, policy limits, policy deductibles, additional named insured and expiration dates of the policies listed  
246 (Association Insurance Documents);

247                   **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in  
248 the Association's last Annual Disclosure;

249                   **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for  
250 the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the  
251 fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
252 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the  
253 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
254 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
255 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
256 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and  
257 7.3.5, collectively, Financial Documents).

258                   **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under (§ 38-33.3-303.5, C.R.S.

259 within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect  
260 Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2  
261 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the  
262 common elements or limited common elements of the Association property.

263 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
264 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any  
265 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
266 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
267 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
268 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
269 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
270 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
271 to Terminate under provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

## 272 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

### 273 **8.1. Evidence of Record Title.**

274  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to  
275 furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller, must furnish to Buyer, a  
276 current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box  
277 is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and  
278 delivered to Buyer as soon as practicable at or after Closing.

279  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to  
280 furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a  
281 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
282 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

283 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's Extended  
284 Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which  
285 relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period  
286 (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
287 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
288  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other none** \_\_\_\_\_. Regardless of whether the  
289 Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard  
290 exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other  
291 requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has the right to object under § 8.5  
292 (Right to Object to Title, Resolution).

293 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
294 conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such  
295 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
296 Documents).

297 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before Record Title Deadline, copies of all Title  
298 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
299 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
300 party or parties obligated to pay for the owner's title insurance policy.

301 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
302 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

303 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title  
304 Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
305 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
306 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title Commitment or Title  
307 Documents are not received by Buyer on or before **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
308 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
309 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
310 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title  
311 Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title  
312 Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right  
313 to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by §  
314 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the  
315 applicable deadline specified above, Buyer's accepts the condition of title as disclosed by the Abstract of Title, Title Commitment

316 and Title Documents as satisfactory.

317 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline** true copies of all existing  
318 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
319 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of  
320 first refusal, and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section  
321 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to  
322 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line  
323 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether  
324 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title), in Buyer's sole  
325 subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is  
326 received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to  
327 review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant  
328 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to  
329 Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection, by the applicable deadline  
330 specified above, Buyer accepts title subject to such Off-Record Matter and rights, if any, of third parties not shown by public  
331 records of which Buyer has actual knowledge.

332 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
333 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
334 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
335 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
336 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
337 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
338 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
339 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING**  
340 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
341 **RECORDER, OR THE COUNTY ASSESSOR.**

342 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)  
343 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such  
344 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**  
345 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the  
346 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the  
347 Property's inclusion in a special taxing district as unsatisfactory to Buyer.

348 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters  
349 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing Districts), and § 13 (Transfer  
350 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

351 **8.5.1. Title Objection Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
352 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
353 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller  
354 receives Buyer's written withdrawal of Buyer's Notice of Title Objection, (i.e., Buyer's written notice to waive objection to such  
355 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record  
356 Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or §  
357 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen  
358 days after Buyer's receipt of the applicable documents; or

359 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before the  
360 applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

361 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve this  
362 Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of  
363 first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the  
364 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.  
365 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this  
366 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

367 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.  
368 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including,  
369 without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded  
370 easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and  
371 governmental regulations concerning land use, development and environmental matters.

372 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY**  
373 **MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE**  
374 **SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
375 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
376 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE**

377 THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE,  
378 OIL, GAS OR WATER.

379 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO  
380 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A  
381 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND  
382 RECORDER.

383 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO  
384 THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION  
385 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING  
386 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

387 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL  
388 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING  
389 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL  
390 AND GAS CONSERVATION COMMISSION.

391 8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from, or  
392 not covered by the owner's title insurance policy.

393 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict  
394 time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Objection Deadline).

395 9. NEW ILC, NEW SURVEY.

396 9.1 New ILC or New Survey. If the box is checked, a: 1)  New Improvement Location Certificate (New ILC); or, 2)

397  New Survey in the form of by Title Company and/or Buyer is required and the following will apply:

398 9.1.1 Ordering of New ILC or New Survey.  Seller  Buyer will order the New ILC or New Survey. The  
399 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
400 after the date of this Contract.

401 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before  
402 Closing, by:  Seller  Buyer or:

403 none

404  
405  
406 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the  
407 opinion of title if an Abstract of Title) and Buyer's Agent will receive a New ILC or New Survey on or before **New ILC or New**  
408 **Survey Deadline**.

409 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all  
410 those who are to receive the New ILC or New Survey.

411 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey  
412 different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey**  
413 **Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller  
414 incurring any cost for the same.

415 9.3 New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the  
416 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer  
417 may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

418 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated, or

419 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or  
420 is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

421 9.3.3. New ILC or New Survey Resolution. If an **New ILC or New Survey Objection** is received by Seller, on or  
422 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
423 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**  
424 **Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before  
425 such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

426 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

427 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, AND DUE DILIGENCE.

428 10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the  
429 most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to  
430 Seller's actual knowledge and current as of the date of this Contract.

431 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any

432 adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts  
433 will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose  
434 such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five  
435 days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is  
436 conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults".

437 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by  
438 one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical  
439 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,  
440 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property  
441 (including utilities and communication services), systems, and components of the Property (e.g., heating and plumbing), (4) any  
442 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the  
443 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory in Buyer's sole subjective discretion,  
444 Buyer may:

445 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written description of  
446 any unsatisfactory condition that Buyer requires Seller to correct; or

447 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1, that  
448 this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**  
449 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

450 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
451 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
452 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
453 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

454 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
455 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
456 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
457 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to ~~indemnify~~ **be**  
458 **solely responsible for** ~~protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller~~  
459 ~~and caused by any such Work, claim, or lien. This indemnity~~ **This financial responsibility** includes Seller's right to recover all costs  
460 and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including  
461 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract.  
462 This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

463 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
464 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
465 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

466 **10.6. Due Diligence.**

467 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
468 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before the **Due Diligence**  
469 **Documents Delivery Deadline**:

470  **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

471  **10.6.1.2.** Property tax bills for the last 3 years;

472  **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,  
473 electrical, mechanical, irrigation, gazebos, decks, and structural systems; engineering reports; and permanent Certificates of  
474 Occupancy, to the extent now available;

475  **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

476  **10.6.1.5.** Operating statements, utility and propane bills for the past 3 years;

477  **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

478  **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
479 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows  
480 (Leases):

481  
482

483  **10.6.1.8.** A schedule of any ~~tenant improvement~~ work Seller is obligated to complete but has not yet  
484 completed and ~~capital improvement~~ work either scheduled or in process on the date of this Contract;

485  **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made  
486 for the past 3 years;

487  10.6.1.10. Soil reports, surveys and engineering reports or data pertaining to the Property (if not delivered  
488 earlier under § 8.3);

489  10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,  
490 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB  
491 transformers, or other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no  
492 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known  
493 to Seller;

494  10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the  
495 Property with said Act;

496  10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental  
497 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use  
498 authorizations, if any; and

499  10.6.1.14. Other documents and information: any and all documents in the Seller's possession related to the  
500 Property.

501 10.6.1.14.a. Irrigation system: location and mapping, if nothing exists 10.6.1.3 then Seller shall  
502 reasonably work with Buyer to map/locate such system(s).

503 10.6.1.14.b. Septic system information including: location and mapping of leach field, last date  
504 pumped, date of last inspection.

505 10.6.1.14.c. Site improvements: driveway, and/or retaining wall issues, including repairs and  
506 replacements.

507

508

509 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due  
510 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole  
511 subjective discretion, Buyer, may, on or before **Due Diligence Documents Objection Deadline**:

512 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
513 or

514 **10.6.2.2. Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory  
515 Due Diligence Documents that Buyer requires Seller to correct.

516 **10.6.2.3. Due Diligence Document Resolution.** If a Due Diligence Document Objection is received by  
517 Seller, on or before **Due Diligence Document Objection Deadline**, and if Buyer and Seller have not agreed in writing to a  
518 settlement thereof on or before **Due Diligence Document Resolution Deadline**, this Contract will terminate on **Due**  
519 **Diligence Document Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence  
520 Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Document Resolution**  
521 **Deadline**.

522 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
523 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction  
524 over the Property, in Buyer's sole subjective discretion.

525 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property  
526 including Phase I and Phase II Environmental Site Assessments as applicable.  Seller  Buyer will order or provide **Phase I**  
527 **Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable  
528 ASTM E1527 standard practices for Environmental Site Assessments) and/or  none, at the expense of  Seller  Buyer  
529 (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies  
530 with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times  
531 as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any

532 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the  
533 **Environmental Inspection Termination Deadline** will be extended by forty-five (45) days (Extended Environmental Inspection  
534 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the  
535 **Closing Date** will be extended a like period of time. In such event,  Seller  Buyer must pay the cost of such Phase II  
536 Environmental Site Assessment.

537 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the  
538 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline** or if applicable, the  
539 Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in  
540 Buyer's sole subjective discretion

541 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any  
542 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion

543 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
544 owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of  
545 Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such  
546 deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before  
547 **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

548 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted]**

549 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to  
550 the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or  
551 other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
552 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
553 or delayed.

554 **11. ESTOPPEL STATEMENTS.**

555 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
556 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
557 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel  
558 Statement) attached to a copy of the Lease stating:

559 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

560 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

561 **11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;

562 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

563 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

564 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease  
565 demising the premises it describes.

566 **11.2. Seller Estoppel Statement.** In the event Seller does not received from all tenants of the Property a completed signed  
567 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents  
568 required § 11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

569 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel Statements**  
570 **Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to  
571 deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any  
572 unsatisfactory Estoppel Statement.  
573

574

**CLOSING PROVISIONS**

575 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

576 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
577 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
578 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company in a  
579 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
580 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
581 Seller will sign and complete all customary or reasonably required documents at or before Closing.

582 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  Are  Are Not executed with this  
583 Contract.

584 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the  
585 **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by Buyer.

586 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary between  
587 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

588 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of  
589 any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

590  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's  
591 deed  none deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special  
592 warranty deed to Buyer, at Closing.

593 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
594 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

595 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or

596 encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as  
597 of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes will be paid at or before Closing by Seller  
598 from the proceeds of this transaction or from any other source.

599 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

600 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be  
601 paid at Closing, except as otherwise provided herein.

602 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  **One-**  
603 **Half by Buyer and One-Half by Seller**  **Other** none

604 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly request  
605 the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be  
606 paid by  **None**  Buyer  Seller  **One-Half by Buyer and One-Half by Seller.** Any Record Change Fee must be paid  
607 by  **None**  Buyer  Seller  **One-Half by Buyer and One-Half by Seller.**

608 **15.4. Local Transfer Tax.**  The Local Transfer Tax of none % of the Purchase Price must be paid at  
609 Closing by  **None**  Buyer  Seller  **One-Half by Buyer and One-Half by Seller.**

610 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as  
611 community association fees, developer fees and foundation fees, must be paid at Closing by  **None**  Buyer  Seller   
612 **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following association(s):  
613 none in the total amount of none % of the Purchase Price or none.

614 **15.6. Water Transfer Fees.** The Water Transfer Fee can change. The fees, as of the date of this Contract, do not exceed \$  
615 none for:

- 616  Water Stock/Certificates  Water District  
617  Augmentation Membership  Small Domestic Water Company  none

618 and must be paid at Closing by  **None**  Buyer  Seller  **One-Half by Buyer and One-Half by Seller.**

619 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by   
620 **None**  Buyer  Seller  **One-Half by Buyer and One-Half by Seller.**

621 **15.8. FIRPTA and Colorado Withholding.**

622 **15.8.1. FIRPTA.** The Internal Revenue Services (IRS) may require a substantial portion of the Seller's proceeds be  
623 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for  
624 the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  **IS** a  
625 foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller presents that Seller is not a  
626 foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any  
627 reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing  
628 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisory to determine if  
629 withholding applies or if an exemption exists.

630 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be  
631 withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate  
632 with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is  
633 required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
634 tax advisor to determine if withholding applies or if an exemption exists.

635 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as  
636 otherwise provided:

637 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year  
638 of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy and Most**  
639 **Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran  
640 exemption or  **Other Buyer shall receive a tax certificate from the treasurer and pay said taxes at closing**.

641 ~~**16.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** At Closing, Seller will transfer or credit to Buyer the~~  
642 ~~security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer~~  
643 ~~and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume~~  
644 ~~Seller's obligations under such Leases.~~

645 ~~16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance~~  
646 ~~will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the~~  
647 ~~Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges~~  
648 ~~that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment~~  
649 ~~assessed prior to Closing Date by the Association will be the obligation of  Buyer  Seller. Except however, any special~~  
650 ~~assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether~~  
651 ~~assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special~~  
652 ~~assessments against the Property except the current regular assessments and none. Association Assessments are subject~~  
653 ~~to change as provided in the Governing Documents.~~

654 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and other.

655 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

656 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date**, at **Possession Time**, subject to the  
657 Leases as set forth in § 10.6.1.7.

658  
659 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
660 to Buyer for payment of \$1,000 per day (or any part of a day notwithstanding (§ 18.1) from **Possession Date**, and  
661 **Possession Time** until possession is delivered.

662 

<b>GENERAL PROVISIONS</b>
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663 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

664 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time  
665 (Standard or Daylight Savings as applicable).

666 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, (e.g., three days after MEC), when the ending  
667 dates is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or  
668 Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not a Saturday, Sunday  
669 or Holiday. Should neither box be checked, the deadline will not be extended.

670 **19. CAUSE OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-**  
671 **THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition  
672 existing as of the date of this Contract, ordinary wear and tear excepted.

673 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
674 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
675 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance  
676 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under §  
677 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum.  
678 Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance  
679 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus  
680 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event  
681 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the  
682 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if  
683 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the  
684 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will  
685 receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance  
686 claim.

687 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services)  
688 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
689 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
690 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
691 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
692 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
693 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the  
694 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
695 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will  
696 survive Closing.

697 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result  
698 in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action.  
699 Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole

700 subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
701 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of  
702 the Property or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

703 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
704 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title  
707 and consultation with legal and tax or other counsel before signing this Contract.

708 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
709 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money is not paid, honored or  
710 tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has  
711 the following remedies:

712 **21.1. If Buyer is in Default:**

713  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by  
714 Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the  
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to  
716 treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1 is checked. Seller may  
718 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is agreed  
719 that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair  
720 and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY  
721 for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and  
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat  
725 this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

726 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any ~~arbitration or~~  
727 litigation relating to this Contract, prior to or after **Closing Date**, the ~~arbitrator or~~ court must award to the prevailing party all  
728 reasonable costs and expenses, including attorney fees, legal fees and expenses.

729 ~~**23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties  
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
735 party's last known address (physical or electronic as provided in § 27). Nothing in this section prohibits either party from filing a  
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
737 Section will not alter any date in this Contract, unless otherwise agreed.~~

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money  
739 following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the  
740 Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
741 discretion, has several options (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
744 the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within one  
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
746 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the  
747 time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. ~~The parties reaffirm  
748 the obligation of § 23 (Mediation).~~ This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination  
751 is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was  
752 received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the  
753 specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and

754 waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned to  
756 Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

757 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
758 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining  
759 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
760 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
761 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
762 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

763 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in §  
765 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or notices  
766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be  
767 received by party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)  
771 at the electronic address of the recipient by facsimile, email or internet (DocuSign)

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of  
773 the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the  
776 laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
777 located in Colorado.

778 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
779 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or  
780 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between  
781 Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy  
782 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

783 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited  
784 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title Insurance,**  
785 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability,**  
786 **and Due Diligence.**

787 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
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788 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
789 Commission.).

790 **30.1 Conflicts.** *In the event of any conflict between the terms and provisions which are set forth in the various subsections of*  
791 *Section 30 of this contract and the preprinted portions of this contract approved by the Colorado Real Estate Commission, the*  
792 *terms and provisions of the various subsections of this Section 30 shall govern.*

793  
794 **30.2 Due Diligence.** *Buyer shall have until the Inspection Objection Deadline to perform due diligence on the Property. During*  
795 *this time Buyer shall be allowed to enter the Property to inspect the Property, perform tests, surveys, environmental audits and*  
796 *tests, feasibility studies, review leases and rent rolls, review existing service contracts, construction drawings, all construction*  
797 *cost break downs, and any other tests, inspections, or studies that Buyer deems necessary to determine, in Buyer's sole and*  
798 *absolute discretion. Buyer shall have access to the Property at times during the due diligence period by providing reasonable*  
799 *advance notice to Seller. If, during the due diligence period, Buyer shall, for any reason, in Buyer's sole discretion, judgment and*  
800 *opinion, disapprove and be dissatisfied with any aspect of the Property or with its investigations, Buyer shall be entitled to*  
801 *furnish either a Notice to Terminate or a Notice to Correct as provided in the preprinted portions of this contract, including, but*  
802 *not limited to, Section 10.3 above.*

803  
804 **30.3 Septic.** *Prior to Inspection Objection Deadline, Seller shall apply to Tri County Health for a use permit as required. Seller*  
805 *shall then deliver to Buyer a use permit from Tri County Health to transfer Septic system to Buyer no later than forty-eight (48)*  
806 *hours prior to Closing.*

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**30.4 Extensions.** Buyer shall have the option to extend the Due Diligence Deadline by thirty (30) days by notifying the Seller of Buyer's exercise of each such extension option. Upon the exercise of the first such extension option, \$10,000.00 of the Escrow Deposit shall become non-refundable to Buyer, and shall be applicable to the purchase price at Closing.

**30.5 Representations and Warranties of Seller.** To the best of Seller's actual knowledge, without investigation or inquiry, Seller represents to Buyer and for Buyer's benefit as set forth below, which representations are made as of the date hereof with respect to the Property and as of the date of the Closing:

- A. Seller has not received any uncured notices, demands or deficiency comments from any state, municipal, or county government or any agency thereof with regard to the Property, including without limitation, any notices of any violations of any ordinances.
- B. Seller owns the Property and has the full right, power and authority to sell and convey the Property to Buyer as provided in this contract, and Seller has the full right, power and authority to carry out its obligations hereunder.
- C. The signing and performing of this contract will not violate any existing covenants, contracts or agreements which Seller has entered into.
- D. Seller has not received formal or informal notice and has no knowledge of any condemnation proceedings or threat thereof which might affect the Property.
- E. To the best of Seller's actual knowledge, without investigation or inquiry, there are no lawsuits or other proceedings pending with respect to the Property.
- F. In the event that any of the foregoing representations or warranties contained in this Section 30.4 become inaccurate after the date hereof and prior to the Closing, Seller shall promptly notify Buyer in writing as they become aware of such inaccuracies, and Buyer shall have the right within ten (10) days of such notice to terminate this contract and receive a refund of the Earnest Money.
- G. The provisions of this Section 30.5 shall survive the Closing.

**30.6 Closing Conditions.** The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

- A. Seller shall execute, have acknowledged, and deliver to Buyer a Special Warranty Deed, conveying title to the Property to Buyer.
- B. Seller shall execute, have acknowledged, and deliver to Buyer a deed conveying water rights associated with the property at closing.
- C. Seller shall execute and deliver to Buyer an affidavit stating that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
- D. Seller shall execute a Certificate as to Taxpayer Identification Number as required by law.
- E. Seller shall have delivered to Buyer possession of the Property, subject to the leases specified in Section 10.6.1.7 of this contract.
- F. Buyer shall deliver to Seller the Good Funds required by Section 4.4.1 of the contract, and the Title Company shall deliver the Earnest Money to Seller, which Earnest Money shall be applied towards the Purchase Price.
- G. Buyer shall execute a Real Property Transfer Declaration as required by Colorado law.
- H. Seller and Buyer shall each execute and deliver Settlement Statements, showing adjustments and the payment of the costs of the Closing.
- I. Each party shall deliver to the other such other documents, certificates, and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Contract.

**30.7 Commissions.** Seller and Buyer acknowledge and agree that Pete Kelly (Buyer's Broker) of CBRE, Inc. (Buyer's Brokerage Firm) is acting as the Buyer's Agent, with respect to the transaction contemplated herein. Buyer agrees to pay CBRE, Inc., a commission in accordance with its current agreement. Seller and Buyer represent that there are no other real estate commissions, finder's fees or broker's fees that have been or will be incurred in connection with this contract or the sale contemplated hereby unless otherwise set forth herein or in a writing signed by the party to be charged.

**30.8 No Agency.** Notwithstanding any provision in this contract to the contrary, this contract shall not be construed as making Seller or Buyer the partner, agent or joint venturer of the other and the parties shall have no relationship to each other, other than as set forth herein as seller and buyer of real property.

**30.9 Assignability.** This Contract is assignable by Buyer without Seller's prior written consent. Except as so restricted, this

865 *Contract inures to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties.*  
866  
867 **30.10 Naming Rights.** *To the extent an official name is adopted for the property for the next 20 years, the name will include*  
868 *either "Baumgartner" or "Harold F. Baumgartner". Individual existing buildings may, but are not required to, also include the*  
869 *Baumgartner name in this period of time. After 20 years, the county may re-name the property and existing buildings. New*  
870 *buildings are exempt from this naming. The provisions of this Section 30.10 will survive Closing and/or any termination of this*  
871 *Agreement.*

872  
873 **31. OTHER DOCUMENTS.**

874 31.1. The following documents are a part of this Contract:  
875 *Exhibit A, and Residential Addendum attached.*

876  
877  
878 31.2. The following documents have been provided but are not a part of this Contract:  
879 *N/A*

880  
881 

<b>SIGNATURES</b>
-------------------

Buyer's Name: Adams County, Colorado

Buyer's Signature *Title: Chair* \_\_\_\_\_ Date \_\_\_\_\_

Address: 4430 South Adams County Pkwy.  
Brighton, CO 80601

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

882 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: Lrk, LLC

Kevin Braun \_\_\_\_\_ 3/9/2020  
Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: 3038 N. 159<sup>th</sup> Dr.  
Goodyear, AZ 85395

Phone No.: 602 882 6274

Fax No.: \_\_\_\_\_

Email Address: kjbraun623@gmail.com

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<b>END OF CONTRACT TO BUY AND SELL REAL ESTATE</b>
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**32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a  Buyer's Agent  Transaction-Broker in this transaction.  This is a Change of Status.

**Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other none

Brokerage Firm's Name: CBRE, Inc.  
Brokerage Firm's License#: EC 040035860  
Broker's Name: Pete Kelly  
Broker's License#: EA 040024504

\_\_\_\_\_  
Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: 3003 E. Harmony Rd., Ste. 300  
Fort Collins, CO 80528

Phone No. 970.372.3007  
Fax No.: 970.372.3839  
Email Address: pete.kelly@cbre.com

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**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a  Seller's Agent  Transaction-Broker in this transaction.  This is a **Change of Status**.

**Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  Seller  Buyer  Other \_\_\_\_\_

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License#: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License#: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

The printed portions of this form, except *differentiated additions*, have been approved by the Colorado Real Estate Commission. (AE41-6-18) (Mandatory 1-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: April 13, 2020

1. This agreement amends the contract dated March 9, 2020 (Contract) between Lrk, LLC (Seller), and Adams County, Colorado (Buyer), relating to the sale and purchase of the following legally described real estate in the County of Adams, Colorado: SUB: BAUMGARTNER TRACT (Parcel# 0157127001001)

known as No. 13600 Riverdale Road, Brighton, Colorado 80602, (Property). Street Address City State Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3.1. Dates and Deadlines [Note: This table may be omitted if inapplicable.] 2.a Referencing §3, Item No 42, Acceptance Deadline Date shall change to "fifty-seven (57) days from the execution of this Agreement by Seller resulting in May 5, 2020".

3. Other dates or deadlines set forth in the Contract are changed as follows: 3.a COVID Extension.

1) COVID-19 Shutdown Extension. In the event, due to COVID-19, a government entity (e.g.: Clerk and Recorder, etc.) or any third-party providing services or required information, defined as "Settlement Service Provider" in connection with the Contract (e.g.: lender, appraiser, title company, surveyor, Owner's Association, etc.) closes its offices, suspends operations or otherwise prevents the Buyer and/or the Seller from timely performance under the Contract as originally contemplated, the outstanding Dates and Deadlines in Section 3.1. of the Contract, will each be extended by the Delay Period and restarting on the date the Buyer and/or Seller are once again able to perform. Buyer or Seller may provide written notice that the preceding services have been impacted related to COVID-19, upon receipt of the notice the Contract shall be considered delayed for the duration of the interruption. The date on which the notice was received shall be the start date for the Delay Period of Contract dates, and the date on which normal business services resume the impacted party shall provide written notice that the Contact has resumed as of the date when normal business resumed. The period of the delay shall be automatically added to the Dates and Deadlines per Section 3.1. If the interruption exceeds 180 days both Buyer and Seller have the option to provide notice of intent to Terminate the contract. Upon delivery of a Termination Notice the receiving party has up to 30 days to close on the property. In the event a closing does not occur during the 30 day Termination period then the Contract shall be considered terminated. For example: If the Delay Period was fourteen (14) days and the Appraisal Deadline was scheduled for March 30, 2020, but the appraiser is unable to appraise the property due to a COVID-19 shutdown, the Appraisal Deadline, Appraisal Objection Deadline, Appraisal Resolution Deadline, Closing Date and any other deadline that has not passed in Section #3.1 would all be extended 14 days. The new Appraisal Deadline would be April 14, 2020. The parties understand that, for unforeseen reasons, there could be more than one Delay Period and that two or more Delay Periods might overlap. However, if Buyer and/or Seller is prevented from closing due to governmental entities' and/or Settlement Service Providers' delays, this Contract terminates and, per Section 25.2 of the Contract, all Earnest Money will be returned to the Buyer. Nothing in this section prevents Buyer and Seller from mutually agreeing to amend or extend, in writing, any deadline or other provision in the Contract.

2) COVID-19 Quarantine Extension. In the event either Buyer or Seller is subject to a voluntary quarantine, mandatory quarantine or shelter in place or equivalent order ("Quarantine" or "Quarantined") in accordance with Colorado or federal recommendations concerning COVID-19, the then outstanding Dates and Deadlines in Section 3.1. of the Contract will be extended for the Delay Period from the date the non-Quarantined party

59 receives written notice from the Quarantined party. For example: If the Delay Period was fourteen days (14)  
60 and the Closing Date was scheduled for March 30, 2020, but the Buyer sends written notice that Buyer is in  
61 Quarantine, then the Closing Date would be extended to April 13, 2020. Nothing in this provision terminates  
62 or otherwise excuses a party's performance under the Contract as amended. If the Quarantined party will  
63 not be able to perform the terms of the Contract in person (e.g.: attend closing, etc.), the Quarantined party  
64 must make other accommodations (e.g.: power of attorney, non-contact closing, etc.). Nothing in this section  
65 prevents Buyer and Seller from mutually agreeing to amend or extend, in writing, any deadline or other  
66 provision in the Contract. By signing below, both Buyer and Seller waive all confidentiality Buyer and Seller  
67 may have regarding COVID-19.  
68

69 **3.b MEC date shall be deemed signed by Buyer as of the date Buyer approves the Agreement at public hearing, which**  
70 **approval may be substantiated by a certified resolution. Buyer is not currently producing signed documents due to**  
71 **internal COVID procedures but will forward a signature page when it becomes available.**  
72

73  
74 4. Additional amendments: *N/A*

75 All other terms and conditions of the Contract remain the same.

76  
77 This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering  
78 party to this document receives notice of such acceptance on or before **45 days from the execution of the Contract to Buy**  
79 **and Sell by Seller** .  
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Buyer's Name: Adams County, Colorado

\_\_\_\_\_  
Buyer's Signature Date

Seller's Name: Lrk, LLC

DocuSigned by:  
Kevin J. Beaman 4/13/2020  
Selle \_\_\_\_\_ Date  
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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Resolution approving a delegation and participation agreement between Adams County and the City and County of Denver regarding participation in the Metro Mortgage Assistance Plus Program
<b>FROM:</b> Jill Jennings Golich, Community & Economic Development Department Director
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> January 10, 2020
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a delegation and participation agreement with the City and County of Denver to participate in the Metro Mortgage Assistance Plus Program (metroDPA).

### **BACKGROUND:**

The City and County of Denver manages a down payment assistance program, formerly known as the Metro Mortgage Assistance Plus Program which was rebranded to the metroDPA Program in 2019 for metro area cities and counties and has done so since 2013. A total of 28 metro area cities and counties have participated. The program was relaunched in 2019, and Denver has requested that Adams County participate in this program which would allow homebuyers in unincorporated Adams County to have access to down payment assistance.

The County previously had a down payment assistance program through the use of federal funds through the Community Development Division of Community and Economic Development. That program was discontinued due to the increased housing prices in the market as the amount of assistance that was able to be provided was not enough to help.

There is no cost to the County to participate in this program. Denver pays set-up and on-going operational costs for the program. The agreement will terminate when the metroDPA program is terminated, or if either party provides at least 30 days termination notice.

Through the end of 2019, this program has helped approximately 1600 households with \$14.6 million in down payment assistance. This program is serviced by Stifel (formerly George K. Baum & Company) who was selected through a competitive process by the City and County of Denver.

The down payment assistance program is for home purchases only and offers a 3-year forgivable 2<sup>nd</sup> loan. There is no first-time homebuyer requirement, and the maximum qualifying income is \$139,200 which is 150% of Denver AMI. In exchange for obtaining the down payment assistance, the borrowers accepts a slightly higher interest rate than they would in absence of the assistance.

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

Community & Economic Development and County Attorney

**ATTACHED DOCUMENTS:**

Delegation and participation agreement

Board of County Commissioners Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING DELEGATION AND PARTICIPATION AGREEMENT  
BETWEEN ADAMS COUNTY AND THE CITY AND COUNTY OF DENVER  
REGARDING THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM

Resolution 2020-###

WHEREAS, the State of Colorado (the “State”) Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State’s political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and,

WHEREAS, the City and County of Denver, Colorado (“Denver”) is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof; and,

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the “Program”); and,

WHEREAS, Denver has invited Adams County to participate in the Program; and,

WHEREAS, Adams County has the full legal authority to participate in the Program pursuant to its general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended, and Title 30, Article 11, Colorado Revised Statutes, as amended (collectively, the “Act”); and,

WHEREAS, Adams County desires to delegate to Denver the authority of Adams County to take action and exercise power under the Act on behalf of Adams County with respect to the Program within Adams County’s boundaries.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado that in order to benefit the residents of Adams County, the Board of County Commissioners authorizes and approves its participation in the Program in connection with the financing of mortgage loans for low–and moderate–income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, and Adams County delegates to Denver the authority of Adams County to take action and exercise power under the Act on behalf of Adams County with respect to the Program.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado that the Chair is hereby authorized and directed to execute the Delegation and Participation Agreement attached hereto as Appendix A and such other

agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to Adams County's participation in the Program.

## DELEGATION AND PARTICIPATION AGREEMENT

This DELEGATION AND PARTICIPATION AGREEMENT, dated as of \_\_\_\_\_, 2020 (this “Delegation and Participation Agreement”), is by and between ADAMS COUNTY, a county and political subdivision duly organized and existing under the laws and Constitution of the State of Colorado (“County”) and the CITY AND COUNTY OF DENVER, COLORADO, a legally and regularly created, established, organized and existing home rule charter city and political subdivision under the Constitution and statutes of the State of Colorado (“Denver”), each a “Party” and collectively the “Parties.”

### R E C I T A L S :

WHEREAS, the State of Colorado (the “State”) Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State’s political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and

WHEREAS, Denver is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof and to promote the health, welfare, safety, convenience and prosperity of the people of Denver; and

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the “Program”); and

WHEREAS, Denver has invited County to participate in the Program; and

WHEREAS, County has the full legal authority to participate in the Program pursuant to [the general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended; Title 30, Article 11, Colorado Revised Statutes, as amended; and the Resolution adopted by County Board of County Commissioners authorizing County’s participation in the Program] pursuant to this Delegation and Participation Agreement (collectively the “Act”); and

WHEREAS, County desires to delegate to Denver the authority of County to take action and exercise power under the Act on behalf of County with respect to the Program within County’s unincorporated boundaries;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, County and Denver hereby agree as follows:

**Section 1.** County hereby delegates to Denver the authority of County to take action and exercise power under the Act on behalf of County with respect to the Program within County’s unincorporated boundaries.

**Section 2.** Denver hereby accepts the delegation of authority from County pursuant to Section 1 hereof and agrees to abide by each of the terms and conditions of this Delegation and Participation Agreement in connection with the use of such delegation. Denver agrees to make the Program available to County for the origination of home mortgages within County's unincorporated boundaries.

**Section 3.** In the event that the Program is discontinued by Denver, this Delegation and Participation Agreement, and all duties, obligations and rights of Denver and County hereunder, shall terminate. If the Program is terminated, County agrees to hold Denver harmless for any costs or any other liabilities incurred by County with respect to the adoption and approval of this Delegation and Participation Agreement or any other County actions related thereto.

**Section 4.** County's participation in the Program pursuant to this Delegation and Participation Agreement shall not be construed as creating or constituting a general obligation or multiple fiscal year direct or indirect indebtedness or other financial obligation whatsoever of County nor a mandatory payment obligation of County in any fiscal year during which this Delegation and Participation Agreement shall be in effect.

**Section 5.** Either Party may terminate this Delegation and Participation Agreement at any time by giving written notice to the other Party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. The Parties obligations under this Delegation and Participation Agreement incurred up to the date of termination will survive the termination of this Delegation and Participation Agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, County and Denver have caused this Delegation and Participation Agreement to be executed and be effective as of \_\_\_\_\_, 2020.

Adams County

[SEAL]

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CITY AND COUNTY OF DENVER,  
COLORADO

By \_\_\_\_\_  
Chief Financial Officer

[Signature Page to Delegation and Participation Agreement]



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> 2020 Intergovernmental Agreement with The Link
<b>FROM:</b> Sheriff, Rick Reigenborn
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the 2020 agreement for the provision and funding of Juvenile Assessment Services by The Link.

### **BACKGROUND:**

The attached IGA is to provide funding for Juvenile Assessment Services in 2020.

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

### **ATTACHED DOCUMENTS:**

Resolution, IGA

**FISCAL IMPACT:**

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

<b>Fund:</b> 1 – General
<b>Cost Center:</b> 2017

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7685		108,721
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>108,721</u>

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**         YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE 2020 INTERGOVERNMENTAL AGREEMENT FOR  
THE PROVISION AND FUNDING OF JUVENILE ASSESSMENT SERVICES BY THE  
LINK

WHEREAS, The Link provides assessment and referrals to community resources and services to Adams County children between the ages of eight and seventeen; and,

WHEREAS, by means of the attached Intergovernmental Agreement (IGA), each participating local government in Adams County provides a share of funding to The Link based on each local government's pro rata share of the current six-year historical average for juvenile transports from its jurisdiction compared to the total for all participating jurisdictions.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the 2020 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by The Link, a copy of which is attached hereto, be and hereby is approved.

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

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION AND FUNDING OF  
JUVENILE ASSESSMENT SERVICES  
BY THE LINK**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter "IGA") is made and entered into by and between Adams County, a political subdivision of the state of Colorado represented by and through the Adams County Sheriff's Office "Sheriff", the city of Commerce City, a Colorado municipal corporation ("Commerce City"), the City of Brighton, a Colorado municipal corporation ("Brighton"), the city and county of Broomfield ("Broomfield"), a Colorado municipal corporation, the City of Northglenn, a Colorado municipal corporation ("Northglenn"), the City of Thornton, a Colorado municipal corporation ("Thornton"), the city of Westminster, a Colorado municipal corporation "Westminster", and The Link, A Community Assessment and Resource Center and Colorado non-profit corporation ("The Link"). The municipal corporations and the Sheriff identified herein will be referred to as "Participating Jurisdictions" and each individually as "Participating Jurisdiction." All parties to this IGA, including The Link, are referred to herein as "the Parties" and each individually as "Party."

WITNESSETH:

WHEREAS, Part 2 of Article I of Title 29, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another to provide any function, service, or facility lawfully authorized by each of the contracting governments; and

WHEREAS, The Link has operated and initially served Adams County and the cities located within Adams County since its inception in October 1999, and Broomfield City and County since their addition to the 17th Judicial District; and

WHEREAS, The Link seeks annual intergovernmental agreements between itself and the identified Participating Jurisdictions it serves to establish joint funding obligations to enable The Link to continue to provide service to its Participating Jurisdictions; and

WHEREAS, the Parties collectively desire to enter into this IGA to provide funding for The Link and thereby ensure that The Link can continue to provide its services to juveniles and their parents.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

**I. GENERAL PROVISIONS**

- A. The Link shall maintain a centralized location for the provision of assessment, mediation, and intervention services for juveniles and their families who are referred to The Link from the Participating Jurisdictions; and, agrees to provide the

services, as identified herein, for the Participating Jurisdictions that are a party to this IGA.

- B. The Link will operate from 9025 Grant Street, Suite 150, Thornton Colorado 80229, and will provide services to the Participating Jurisdictions from this location. Nothing herein intends to restrict The Link from relocating or moving to another location within the 17th Judicial District for practical and economical purposes. The Link will operate pursuant to the direction of a Board of Directors ("Board") as established by The Link's by-laws and management will be by an administrative director.
- C. The Participating Jurisdictions agree to allocate and commit funds for The Link's 2020 operating year in accordance with the terms of this IGA.
- D. The Participating Jurisdictions may also, throughout the term of this IGA, agree, without restriction or limitation, to provide in kind contributions to The Link to assist The Link in providing services to and for the benefit of all Participating Jurisdictions.

## II. SERVICES PROVIDED

- A. General Service. The Link shall have authority over the operation of its programs and facilities which are provided for the use and benefit of the Participating Jurisdictions and their constituents. Funding provided to The Link pursuant to this IGA by the Participating Jurisdictions shall be for the services described herein.
- B. Specific Services. The Link shall be authorized to provide the services identified below to children who are between the ages of 7 and 17 years of age; up to the day prior to an individual's eighteenth birthday ("Juvenile"). The principle services of The Link are:
  - 1. Provide a centralized location for the assessment of Juveniles and referral to community resources and other intervention programs and services for Juveniles and their families who are referred to The Link by the Participating Jurisdictions.
  - 2. Conduct assessments of the needs of Juveniles and their families which may include, but is not limited to, screening for violence potential and self-destructive tendencies, human trafficking, substance use, abuse and neglect, future criminal behavior risk and treatment need factors.
  - 3. Make prompt referrals of Juveniles and their families to appropriate community services and agencies based on needs assessment and any and all other pertinent information.
  - 4. Provide crisis and mediation intervention for Juveniles and their families referred by the Participating Jurisdictions and the Juvenile's family. The

Link shall provide case coordination to support the progress of the intervention and resource referrals. Case information and The Link reports shall be shared for applicable pre-sentencing and status reports for municipal courts.

5. Coordinate and centralize the information collected by The Link for the Participating Jurisdictions involved with the Juveniles and their families.
  6. Provide rapid dissemination of assessment information to municipal courts, and the Participating Jurisdictions in accordance with all laws concerning confidentiality.
  7. Provide multi-tiered service approach, 24 hours-a-day, on all days of the year, through the provision of detention and screening services for delinquent Juveniles placed into a juvenile detention center, or intervention for applicable alternatives to detention according to Colorado Youth Detention Continuum (CYDC) and the funding provided The Link by contract pursuant to that legislation.
  8. Apply for and receive grants and other sources of funding and provide all services related to Juveniles which are authorized by the terms of any such grant or funding awards.
  9. Based on the services provided under contract with CYDC, The Link will ensure all staff receive training for screening and assessments to help determine the level of detention security required, and report findings to participating jurisdictions.
  10. Provide immediate social and mental health service referrals to Juveniles through community service providers and private providers who offer such services.
  11. Provide pre-screening of Juveniles for county and municipal offenses, misdemeanor and traffic warrants within the 17<sup>th</sup> Judicial District. In addition, The Link shall provide: Personal Recognizance bonding for municipal charges, screening of Juveniles to Level 4 home monitoring or shelter placement as it may be available, and the screening of Juveniles into juvenile detention if pending criminal charges require detention pursuant to the annual review of the CYDC funding.
  12. Have any additional authority and power necessary to accomplish the foregoing programs and objectives.
- C. Contracts. The Link shall have the responsibility and authority as reasonable and necessary to carry out the powers set forth in this IGA. Such authority shall include, but not be limited to, the authority to contract and lease property, purchase all necessary supplies, equipment, materials, and services, including professional

services, and to hire and discharge employees of The Link, as deemed necessary to operate The Link.

- D. Fees. Fees, if any are to be charged for additional services, shall be established by The Link and shall be uniform and reasonable. Nothing herein is intended to limit the ability of The Link to charge fees for recoupment of expenses, as deemed appropriate. Such fees, however, shall not be duplicative of expenses or charges related to the Annual Assessments or IGA Contributions.
- E. Usage by other Entities. The Link Board of Directors ("Board"), by formal Board action, may permit other entities to make use of The Link services, or to permit Juveniles residing outside the 17<sup>th</sup> Judicial District, to be referred to The Link. The formal Board action shall include the charge to other entities to make use of The Link services and the terms of payment for such services. The Annual Assessments from Participating Jurisdictions shall not be used to fund services to other entities.

### **III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT**

- A. Appropriation and Funding Obligations. The Each Participating Jurisdiction shall pay an Annual Assessment to the Link for the services as set forth in Exhibit A by the 31st day of January of the year during which said funds are to be expended by The Link. The payment of each of the Participating Jurisdictions to The Link pursuant to this IGA is subject to the annual appropriation process of the respective Participating Jurisdiction in the manner required by state statute and local ordinance.
- B. Calculation of the Annual Assessment. Each Participating Jurisdiction shall be apportioned a percentage of the budget as an Annual Assessment based on the cost of that jurisdiction's pro rata share of the current six-year average of historical juvenile transports from the relevant jurisdiction to The Link as compared to the total for all of the Participating Jurisdictions ("Annual Assessment"). The Annual Assessment for 2020 represents the same contribution amount as 2017 which is reflected in Exhibit A under the Assessment Amount.
- C. Should any of the Participating Jurisdictions be partially within and partially without the territorial limits of the 17<sup>th</sup> Judicial District, the Party's Juvenile transport data within the 17<sup>th</sup> Judicial District shall be computed with the pro rata share of the Annual Assessment. Such jurisdiction shall only refer Juveniles within the boundaries of the 17<sup>th</sup> Judicial District to The Link.
- D. Contributions of New Parties. In the event that any municipal jurisdiction or county enforcement agency, other than the Participating Jurisdictions, wishes to use The Link services and provide funding for such services, after January 1<sup>st</sup> of each year, such entity may be included in this IGA by amendment as a "New Jurisdiction." The New Jurisdiction's assessment for its first year shall be determined based upon that jurisdiction's historical juvenile arrest and transport data available as

applicable from that New Jurisdiction as a proportion of the revised total for all of the Participating Jurisdictions multiplied by the Annual Assessment and adjusted for the remaining number of months of service in the calendar year. The monies as determined by this formula will be appropriated and paid thirty (30) days subsequent to execution of an Amendment to this IGA by all the Parties, as provided herein. For subsequent years, a New Jurisdiction's Annual Assessment shall be based on the formula provided for Participating Jurisdictions.

#### **IV. BUDGET**

- A. Budget Process. The Link shall annually prepare a preliminary budget and submit said budget to The Link's Board for approval. The preliminary budget shall contain detailed estimates of the operating expenses for the subsequent year. The preliminary budget shall identify the dollar amount of all revenue sources including the portion of revenue anticipated from Annual Assessments. The preliminary budget shall be approved by the Board by October 1<sup>st</sup> of each year. The approved preliminary budget shall be made available to the governing bodies of each of the Participating Jurisdictions as soon as possible.
1. The Participating Jurisdictions may provide and propose comments, concerns, or changes to the approved preliminary budget to the Board on or before November 1<sup>st</sup> of each year. The Board may adjust the budget or Annual Assessments based on the proposals or comments of the Participating Jurisdictions.
  2. The final budget shall then be approved by the Board and certified by the Board's chair and treasurer ("Final Budget") The Final Budget shall be submitted to each of the governing bodies of the Participating Jurisdictions no later than December 31<sup>st</sup> of each year that this IGA is in effect.
- B. Contributions to the Budget. The Participating Jurisdictions shall contribute Annual Assessments as set forth in Exhibit A for each term of this IGA.

#### **V. FUNDS AND OPERATIONS**

- A. Designation of Funds. All funds paid to The Link by the Participating Jurisdictions, and any monies generated by The Link itself, shall be placed into a designated fund. Any operating expenses incurred by The Link shall be paid from said fund.
- B. Choice of Depository. All monies belonging to The Link or designated for use by The Link shall be deposited in the name and to the credit of The Link with such depositories as The Link shall from time to time designate, in compliance with all applicable laws.
- C. Disbursement of Funds. No disbursements of funds as provided by this IGA shall be made from the funds of The Link except by check, or credit card under the name of The Link.

- D. Fiscal Responsibility. The Link shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to The Link with which to pay the same.
- E. Operating and Capital Reserves. The Board shall have the authority to set aside unexpended revenues generated by the operation of The Link for purposes of establishing reserves which may be used for operating expenses such as expansion of services or replacement of equipment; or to establish capital improvement funds to provide for non-operating expenses of The Link such as improvements to the new building to accommodate The Link's use.
- F. Insurance. The Link shall obtain and maintain adequate liability and property insurance coverage to protect against any claims and liabilities which may arise due to the activities conducted by The Link or the Board in an amount not less than the monetary limitations of liability provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as the same may be amended from time to time.
- G. Use of Funds. Nothing herein is intended to restrict or prohibit The Link from using the budget funds for any purpose as authorized by any grant funds or in connection with the services provided by The Link.

## **VI. RECORDS AND REPORTS**

- A. Record Keeping. The Link shall maintain accounts of its funds, properties, and business transactions, in accordance with applicable law.
- B. Annual Audit. The Link shall cause to be conducted an annual audit prior to the end of the calendar year. Such audit shall be conducted by an independent certified public accountant, registered and licensed to practice in the State of Colorado. The audit shall be made available for review by the respective Participating Jurisdictions upon request.
- C. Annual Report. By March 1<sup>st</sup> of each year, The Link shall prepare, present, and provide to the respective Participating Jurisdictions, a comprehensive annual report of The Link's activities and finances during the preceding year.
- D. Reports Required by Law, Regulations or Contract. The Link shall prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state or local officials to whom such report is required to be made in the course of operations.
- E. Reports Requested by the Participating Jurisdictions. The Link may, where practical, make available to Participating Jurisdictions reports or accountings of internal operations or expenses upon reasonable request.

## VII. DEFAULT IN PERFORMANCE

- A. Default by The Link. If, for whatever reason, The Link ceases its operation at any time during the calendar year, such cessation of services shall constitute a material breach of this IGA and will relieve the Participating Jurisdictions of their funding obligation for any pro rata share of funding submitted for the end of the IGA term. In such an event, the Link shall immediately notify the Participating Jurisdictions of the cessation of services. Upon such notice, the Participating Jurisdictions shall be relieved of any and all obligations contained herein. The Link shall reimburse to the Participating Jurisdictions their remaining pro rata share to the extent that such funds are available and upon the cessation of the services.
- B. Default by Participating Jurisdiction. In the event that any Participating Jurisdiction fails or refuses to provide the agreed upon funding pursuant to Exhibit A for any calendar year, after February 1<sup>st</sup> of such calendar year, such failure to pay shall constitute a material breach of this IGA. The Link shall notify the Participating Jurisdiction of such breach and if such breach is not cured within 30 days of such notification, the failure to cure shall constitute a material default and the Participating Jurisdiction shall be deemed excluded as a Participating Jurisdiction from this IGA. The Link shall thereafter be free to refuse the provision of services for any Juvenile from that Participating Jurisdictions' geographical area.

## VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

- A. Term and Renewal of IGA. The IGA shall be in full force and effect for a period of one calendar year commencing on January 1, 2020 and ending on December 31, 2020 ("Term"). After the Term, the Participating Jurisdictions shall have an option to renew this IGA for an additional one year ("Renewal Term") upon written notification to The Link of intent to renew, dated 90 days prior to the end of the Term.
- B. Termination by Written Notice. Any Participating Jurisdiction's participation in this IGA may be terminated by written notice from the Participating Jurisdiction to The Link dated at least 90 days prior to January 1<sup>st</sup> of any given year. Any Participating Jurisdiction terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its Annual Assessment previously paid to The Link.
- C. Termination of Participating Jurisdiction/Loss of Funds. Upon termination of a Participating Jurisdiction, whether by default in performance or by written notice, the remaining Participating Jurisdictions may continue to participate in this IGA. The Board, upon such termination of a Participating Jurisdiction may act to adjust the budget, or hours of operation to accommodate the loss in funds unless the remaining Participating Jurisdictions negotiate an amendment to the IGA setting forth revised Annual Assessments to address the immediate shortfall of funds or the Parties agree to terminate the IGA.

- D. Powers of The Link upon Termination by a Majority. This IGA may be terminated by the mutual agreement of a majority of the Parties. Upon such termination, the powers granted to The Link under this IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and assets of The Link.

## **IX. AMENDMENT**

This IGA may be amended at any time in writing by agreement of the Parties to this IGA subject to approval of the various governing bodies of the Participating Jurisdictions and The Link.

## **X. SEVERABILITY**

If any article, section, paragraph, sentence, clause or phrase of this IGA is held to be unconstitutional, illegal, or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this IGA.

## **XI. COUNTERPART**

This IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all counterparts taken as a whole shall constitute one and the same instrument. A copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail. The IGA shall become effective once all Parties have executed the IGA.

## **XII. NO THIRD-PARTY BENEFICIARIES**

Nothing contained herein shall give rise to any rights or allow any claim by any third party. It is the express intention of the Parties that any third-party receiving benefits from this IGA shall be deemed an incidental beneficiary only.

## **XIII. SUPERSEDES**

This IGA supersedes and replaces all prior agreements and all amendments.

## **XIV. NON-DISCRIMINATORY POLICY**

The Link shall make its services, facilities, and programs available to all persons ages 7-17 up to their eighteenth birthday regardless of race, color, creed, national origin, ancestry, sex, sexual orientation, marital status, religion, or disability.

## **XV. NO GENERAL OBLIGATION INDEBTEDNESS**

As this IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Participating Jurisdictions to pay the Annual Assessment hereunder constitutes a current expense of the Participating Jurisdiction payable exclusively from the Participating

Jurisdiction's funds and appropriated each fiscal year, and shall not in any way be construed to be a multi-fiscal year debt or other financial obligation within the meaning of Article X, Section 20, of the Colorado Constitution, a general obligation of indebtedness of the Participating Jurisdictions within the meaning of any provision of Article XI, of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Participating Jurisdictions has pledged the full faith and credit of the state, or the Participating Jurisdictions to the payment of the charges hereunder, and this IGA shall not directly or contingently obligate the Participating Jurisdictions to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

**XVI. LITIGATION**

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

**XVII. WAIVER**

A waiver by any Party of a breach of any term or provision of this IGA shall not operate or be construed as a waiver of any subsequent breach by any other Parties.

**XVIII. PARAGRAPH CAPTIONS**

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this IGA.

**XIX. GOVERNMENTAL IMMUNITY**

The Participating Jurisdictions acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Participating Jurisdictions, their officers, or employees.

**IN WITNESS WHEREOF**, the Parties hereto have executed this IGA to become effective upon final execution by all Parties.



**CITY OF BRIGHTON**

\_\_\_\_\_  
By: Kenneth J Kreutzer      Date  
Title: Mayor

ATTEST:

\_\_\_\_\_  
By: Natalie Hoel  
Title: City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Jack D. Bajorek  
Title: City Attorney

**CITY AND COUNTY OF BROOMFIELD**

---

By: Charles Ozaki  
Title: City and County Manager

Date

ATTEST:

---

By: Jim Candelarie  
Title: City and County Deputy Clerk

APPROVED AS TO FORM:

---

By: Thomas "Shaun" Sullivan  
Title: City and County Attorney



**CITY OF NORTHGLENN**

---

By: Carol Dodge                      Date  
Title: Mayor

ATTEST:

---

By: Johanna Small  
Title: City Clerk

APPROVED AS TO FORM:

---

By: Corey Y. Hoffman  
Title: City Attorney

**CITY OF THORNTON**

---

By: Kevin S. Woods  
Title: City Manager

Date

ATTEST:

---

By: Kristen Rosenbaum  
Title: City Clerk

APPROVED AS TO FORM:

---

By: Luis Corchado  
Title: City Attorney

**CITY OF WESTMINSTER**

---

By: Don Tripp                      Date  
Title: City Manager

ATTEST:

---

By: Michelle Parker  
Title: City Clerk

APPROVED AS TO FORM:

---

By: David Frankel  
Title: City Attorney



**EXHIBIT A  
2020 IGA Contributions**

EXHIBIT A

YEAR	2013	2014	2015	2016	2017	2018	Grand Total	6 Yr Total	6 Yr. Agency Average	2017-19 IGA Contributions	% of Link Usage	2020 IGA Contribution
										\$543,597	2016	\$543,597
<b>AGENCY</b>												
ACSO	86	90	188	186	162	217	929	929	133	\$108,721	15%	\$108,721
Brighton	120	165	208	164	127	122	906	906	142	\$59,795	13%	\$59,795
Broomfield	n/a	n/a	n/a	30	53	59	142	142	41	\$25,000	2%	\$25,000
Commerce City	53	72	133	116	70	74	518	518	80	\$48,924	9%	\$48,924
Northglenn	32	46	72	82	68	51	351	351	56	\$48,924	6%	\$48,924
Thornton	311	316	617	562	280	330	2,416	2,416	393	\$217,438	44%	\$217,438
Westminster	58	62	116	133	94	85	548	548	86	\$59,795	11%	\$59,795
<b>TOTAL</b>	<b>660</b>	<b>751</b>	<b>1334</b>	<b>1273</b>	<b>854</b>	<b>938</b>	<b>5,810</b>	<b>5,810</b>		<b>\$568,597</b>	<b>100%</b>	<b>\$568,597</b>
Scheduled Interventions/Self Referrals as a result of law enforcement contact	29	100	279	289	163	91	951	999				

**Schedule: 24 hour operations**

**Employees: 11 FTE, 1 PTE**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Adams County Head Start 2% Cost of Living Adjustment Supplemental Application
<b>FROM:</b> Katie Griego, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution approving the Adams County Head Start 2% Cost of Living Adjustment Supplemental Application

### **BACKGROUND:**

Adams County Head Start is applying for a 2% Cost of Living Adjustment in the amount of \$87,916 for permanent salary increases. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families to Head Start programs. This supplemental application typically requires Adams County Head Start to provide a 20.0% non-federal match. Due to a waiver offered through the office of Head Start, no non-federal match is required. The total amount requested is \$87,916. Funds from this supplemental application will help Adams County Head Start to attract and retain qualified staff and maintain high quality services in Adams County communities. The supplemental application is due to U.S. Department of Health and Human Services, Administration for Children and Families on May 12, 2020.

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

Human Services Department Head Start and the U.S. Department of Health and Human Services

### **ATTACHED DOCUMENTS:**

Resolution attached  
Letter from BOCC  
Application

**FISCAL IMPACT:**

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

**Fund:** 31

**Cost Center:** 935120

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5230		\$87,916
Additional Revenue not included in Current Budget:			\$
<b>Total Revenues:</b>			<u>\$87,916</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$87,916
Add'l Operating Expenditure not included in Current Budget:			\$
Current Budgeted Capital Expenditure:			0
Add'l Capital Expenditure not included in Current Budget:			0
<b>Total Expenditures:</b>			<u>\$87,916</u>

**New FTEs requested:**                       YES                       NO

**Future Amendment Needed:**                       YES                       NO

**Additional Note:**

**RESOLUTION APPROVING THE ADAMS COUNTY HEAD START  
COST OF LIVING ADJUSTMENT SUPPLEMENTAL APPLICATION**

**WHEREAS**, Adams County Head Start wishes to submit a 2% Cost of Living Adjustment Supplemental Application; and,

**WHEREAS**, funds from the Cost of Living Adjustment will be used to support permanent salary increases for Head Start staff.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Supplemental Application for a 2% Cost of Living Adjustment for Adams County Head Start be approved.

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

Human Services Department  
Head Start  
www.adcogov.org



Pete Mirelez Human Services Center  
11860 Pecos Street  
Westminster, CO 80234  
PHONE 720.523.4602  
FAX 720.523.7991

May 5, 2020

Mark Heinert  
Office of Head Start, Region VIII  
Administration for Children & Families  
999 18<sup>th</sup> Street, South Terrace, Ste 499  
Denver, CO 80202

Re: Approval of Adams County Head Start's U.S. Department of Health & Human Services 2% Cost of Living Adjustment Supplemental Application; 08CH010252

Dear Mr. Heinert,

As the Authorized Representative and Certifying Officer of the Adams County Board of County Commissioners on behalf of Adams County Head Start ("ACHS"), I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board approved the Adams County Head Start 2% Cost of Living Adjustment Supplemental Application which includes \$87,916 for permanent salary increases.

Sincerely,

Emma Pinter, Chair  
Board of County Commissioners

---

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

## Adams County Head Start

### Cost of Living Adjustment Supplemental Application

#### Program Narrative

Adams County Head Start (ACHS) is requesting additional funds for a Cost of Living Adjustment (COLA). The program is applying for the eligible amount of \$87,916 available through the funding allocated for the 2% COLA by the Administration for Children and Families – Office of Head Start. This funding will result in a permanent salary increase for ACHS employees; helping ACHS attract and retain qualified staff and maintain high quality services in Adams County communities.

#### **Cost of Living Adjustment**

All ACHS employees will receive a minimum of a 2% salary increase in the 2020 program year. Each job family will receive a permanent pay scale increase of at least 2%.

The following are not applicable to Adams County Head Start:

- *The rationale if employees are receiving less than the 2.0 percent COLA or differential COLA increases;*
- *The provision of the 2.0 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;*
- *The planned uses for the balance of the COLA funds to offset higher operating costs;*
- *A detailed justification that conforms with the criteria under section 640(b) (1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.*

## **Budget Narrative**

### **Operating Costs**

ACHS will utilize the COLA award to permanently fund the pay scale increases in employee salaries and benefits. Approximately 66% (\$57,921) of the awarded COLA funding will be allocated to employee salaries and 34% (\$29,995) toward benefits.

### **Non-Federal Share or In-kind**

The COLA federal fund requires a 20% non-federal share match. ACHS communities have been affected by the coronavirus outbreak (national emergency). ACHS is requesting a waiver of non-federal match by placing a \$0 in Section C of FS424A.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Adams County Head Start Quality Improvement Funding Supplemental Application
<b>FROM:</b> Katie Griego, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution approving the Adams County Head Start Quality Improvement Funding Supplemental Application

### **BACKGROUND:**

Adams County Head Start is applying for Quality Improvement funding in the amount of \$68,096. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families to Head Start programs. This supplemental application typically requires Adams County Head Start to provide a 20.0% non-federal match. Due to a wavier offered through the office of Head Start, no non-federal match is required. The total amount requested is \$68,096. This funding will sustain investments in quality improvements. The supplemental application is due to U.S. Department of Health and Human Services, Administration for Children and Families on May 12, 2020.

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

Human Services Department Head Start and the U.S. Department of Health and Human Services

### **ATTACHED DOCUMENTS:**

Resolution attached  
Letter from BOCC  
Funding Request

**FISCAL IMPACT:**

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

**Fund:31**

**Cost Center: Various**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5000.6999		\$68,096
Additional Revenue not included in Current Budget:			\$
<b>Total Revenues:</b>			<u>\$68,096</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$68,096
Add'l Operating Expenditure not included in Current Budget:			\$
Current Budgeted Capital Expenditure:			0
Add'l Capital Expenditure not included in Current Budget:			0
<b>Total Expenditures:</b>			<u>\$68,096</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING THE ADAMS COUNTY HEAD START QUALITY  
IMPROVEMENT FUNDING SUPPLEMENTAL APPLICATION**

**WHEREAS**, Adams County Head Start wishes to submit a Quality Improvement Funding Supplemental Application; and,

**WHEREAS**, funds from the Quality Improvement Funding will be used to sustain investments in quality improvements.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Quality Improvement Funding Supplemental Application for Adams County Head Start be approved.

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

Human Services Department  
Head Start  
www.adcogov.org



Pete Mirelez Human Services Center  
11860 Pecos Street  
Westminster, CO 80234  
PHONE 720.523.4602  
FAX 720.523.7991

May 5, 2020

Mark Heinert  
Office of Head Start, Region VIII  
Administration for Children & Families  
999 18<sup>th</sup> Street, South Terrace, Ste 499  
Denver, CO 80202

Re: Approval of Adams County Head Start's U.S. Department of Health & Human Services Quality Improvement Funding Supplemental Application; 08CH010252

Dear Mr. Heinert,

As the Authorized Representative and Certifying Officer of the Adams County Board of County Commissioners on behalf of Adams County Head Start ("ACHS"), I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board approved the Adams County Head Start Quality Improvement Funding Supplemental Application in the amount of \$68,096.

Sincerely,

Emma Pinter, Chair  
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

**Adams County Head Start  
08CH101252  
Continuous Improvement Funding Request**

Adams County Head Start (ACHS) recognizes the importance of understanding the population it serves and the risk factors they experience. The community needs assessment indicates several risk factors impacting families living in poverty. These include lack of affordable housing, affordable quality childcare and preschool services, low educational attainment, low wages, and mental health issues impacting children. Consequently, ACHS plans to enhance key components within the program to better support families facing several risk factors commonly impacting families living in poverty.

The Continuous Improvement funding opportunity provides a much-needed financial avenue to increase quality of services. The requests will directly or indirectly improve the program's capacity to help children, families, and staff use positive coping mechanisms when facing adverse experiences. The program will enhance the quality of classrooms, family services, health/nutrition services, mental health/special education services and will support a trauma-informed workforce. Additionally, some requests also fit into ongoing, sustained investments in quality improvements that ultimately meet pressing needs of families, children, and staff.

**Increase Classroom Quality:** *Provide ongoing coaching and support to education staff to address secondary stress and related turnover and invest professional development and staffing patters that foster continuity of care, and consistent, predictable, and nurturing environments.*

Parent Engagement and Working with Families in Poverty Training

Head Start staff are used to working with children and families living in poverty. However, recent research on working with low income families and their demographics has highlighted a need to increase staff's professional development around who is being served, their strengths and weaknesses, and how the challenges they face; such as high housing costs, inadequate child care and preschool services, low educational attainment, minimum wage pay, among many other factors impact their family well-being and influence their child's development. Housing, education, employment, and other variables were identified as pressing concerns in the program's community needs assessment.

The program has developed its next five-year goals placing family engagement/involvement and service delivery improvement at the core of its goal. After conducting several literature reviews and research to understand poverty and the population we work with, it became evident that ACHS needs to provide in-depth, ongoing trainings to staff on these topics. The program has identified key trainings; however, funding is needed to cover costs. Additionally, the leadership team will implement a book club to focus on relationship building, communication, and leading within the program's context. This strategy provides an opportunity for the team to learn about specific subjects together and enhance their knowledge and leadership skills to better support families and staff.

**Strengthen Family Services: *Enhance services that strengthen families, promote relationships, decrease parental stress, and improve family safety and financial security.***

Family Needs Assessment Tool

For several years, the program used a tool that was developed in-house; however, to analyze the data is an overwhelming task, taking an outrageous number of hours to thoroughly aggregate, synthesize, and generate outcomes. The implementation of a standardized tool that can identify family strengths, needs and interests, and generate immediate statistical data will allow employee hours to shift to family engagement, adequate program monitoring, and improving communication efforts. The program can significantly benefit from a tool that facilitates in-depth analysis to look at program needs and also identify areas of strength, need and vulnerability within families at enrollment. The goal is to select a family needs assessment tool that has the capability for data compilation and analysis that connect family situations with the Parent Family and Community Engagement Framework to identify the family status and how best to support. The selected tool must measure progress and development of the program's family engagement efforts and family feedback on how helpful program services were in supporting them. It should also provide data on how the program's family engagement efforts impact child development.

Online Parent Platform

The program has been experiencing a decrease of parent participation. In an attempt to identify potential factors influencing the decline, a demographics and literature review of enrolled families was conducted. Outcomes of these reviews indicated a high number of Latino families with a strong cultural background could impact children's school readiness in the home and engagement in school events. Additionally, research to better understand the population led to the conclusion that families are experiencing high levels of stress associated with lack of resources to meet their basic needs. Consequently, parents tend to have more than one job or single mothers try to balance work and home life. These findings led ACHS to search for evidence-based programs that support children's school readiness in the home. If funded, ACHS plans on offering families the Ready Rosie program. Ready Rosie is a research-based parenting curriculum that builds on parents' knowledge. The platform harnesses the power of video and mobile technology, encouraging families and schools to work together in promoting school readiness.

It is an online parenting platform used by hundreds of Head Start and other preschool programs throughout the United States. It allows parents unlimited access to over 1,000 high-quality parenting videos in English or Spanish. Their subscription continues in perpetuity, without further cost, as a continued resource for parents; even after they have left Head Start. Adams County Head Start parents will be granted access to the Ready Rosie website. Parents can return to the website as often as they like to interact with the content. In addition, administrators can track the activity for in-kind purposes. Teachers can make content recommendations to families for more intentional teaching purposes.

## **Quality Improvement Needs**

### Digital Survey Tool

The program manually aggregates, analyzes, and generates survey outcomes. Currently ACHS departments administer three pre/post-tests completed by families and four surveys used to identify staff's training needs and requests. Gathered information is used for strategic planning and quality improvement efforts. Access to survey software will exponentially reduce the manpower hours used to generate survey outcomes for the program. In the upcoming five years, ACHS anticipates the use of additional surveys as a strategy to gather information on parent engagement, staff input, and customer satisfaction.

### Interactive Polling System

Adams County Head Start identified the need of an interactive polling system, clickers, as an effective tool to gather input from all employees at one time. It provides real time results of large amounts of information along with the analysis of the data entered by staff. Clickers will be used to gather staff and Policy Council feedback for program planning, strategic planning, and quality improvement efforts, such as improving communication across the program and improving parent engagement. Adams County Head Start also plans to use clickers with enrolled parents during parent engagement activities.

### Centralized Communication and Project Tracking Tool

To improve communication across the program, a key component requested by staff, the leadership team is looking for software that can be accessed by everyone on the team. The software needs to capture changes in real time and enhance the flow of communication. It should be an online platform that allows group collaboration on projects, helps track progress, and provides a visual of the project's workflow from beginning to end.

### Program Monitoring and Tracking COPA Component

The program would like to add a monitoring feature offered through the program's database, Child Outcomes Progress and Assessment (COPA), to conduct detailed tracking and monitoring. This feature provides access to compliance checklists and it will help maintain an audit trail. Action plans can be developed through this service that will address identified compliance gaps. Additionally, the tool comes with statistical analysis, which will reduce the number of manpower hours currently invested in collecting, aggregating, and interpreting data used for self-assessment and program improvement efforts. This service will help improve family services and classroom quality.

### Mass Texting Services

The program uses mass text messaging to inform families of emergency/critical situations. For example, during snow closures or delays mass text messages notify families of a center closure, late start, or early pick up. For the family engagement component, the program plans to send reminders to parents of school activities/events.

Staff use the program's current database (COPA) to send mass text messages to families. Over the past two years COPA has struggled to meet the program's mass text messaging needs. The system does not allow messages to certain cell phone carriers; drastically limits the amount of characters allowed to send (100 per message); and has inconsistent updates which remove some parents from the text list. Adams County Head Start has researched other mass text messaging services and has identified one that can meet the program's needs. There is a need to have an unlimited amount of phone numbers added to the system. The service needs to be user-friendly and must allow multiple staff to send messages in a timely and efficient manner. The service must allow a maximum of 306 characters per message and include web links (resources, updates, etc.). It also needs to be compatible with all cell phone carriers and have customer service that is quick and responsive.

#### Speech and Language Pathologist Aide/Technician

Contracting a Speech and Language Pathologist Technician (SLPT) will increase the program's capacity and offers expertise needed to provide timely screening/re-screening of all children. It is currently administered by the health specialists; however, due to recurring communicable disease outbreaks and the implementation of a new enrollment system, they are unable to conduct screenings as these new tasks are more time intensive. Contracting an SLPT ensures timely screening for children potentially requiring speech and language therapies. The services are estimated at 15 minutes per screening, averaging 75 hours per year.

#### Speech and Language Pathologist

Although ACHS collaborates with the local school districts to provide Part B services, the program has identified an increased need to support children with speech/language issues that do not qualify for or have not yet completed the process to qualify for special education services through the school district. Currently, there are 42 children needing additional support to ensure a successful transition to kindergarten. The school districts support 19 of them with an IEP for speech and language impairment. There are 23 children with speech/language issues that have not yet qualified for IEPs or whose impairments are not severe enough to qualify. However, they still need additional support to successfully transition into kindergarten. The requested funding will support children, teachers, and families up to the evaluation process for special education services provided by the school districts. Specifically to support everyone during the period when children are in the process of getting screened for potential speech/language delays/disabilities up to when children qualify for special education services. The support includes training and maintaining sustainable skill-building for the education staff and families. Direct therapeutic services to children will provide 30 minutes per child per week, averaging 460 hours per month.

#### Occupational Therapy Consultation Services

The program has experienced a trend indicating a steady increase in mild to severe social emotional development issues among enrolled children. As a result, there is a need to increase support for staff working with students who have social emotional developmental difficulties.

The teachers and families of these children need resources to assist these children in achieving skills for coping with emotional stress or adapting to developmental delays in the classroom and home environment. Developing these skills increases their chances for a successful transition into kindergarten. Currently 41 children in the program experience various developmental or behavioral challenges. Of those children, 10 have developmental concerns and 31 have attention and social emotional development issues. The program has an existing contract with an agency providing mental health consultation services that support the 31 children with social emotional developmental issues. However, additional support provided by an occupational therapist is needed to provide specialized expertise for the children with developmental disabilities, their families, and teachers. This will free up mental health consultation services to provide direct support for teachers with students exhibiting harmful or disruptive behaviors in the classroom environment. Classroom staff and education supervisors currently manage these situations when mental health consultants are not available. Usually, these are extreme situations and staff lack the expertise, experience, and training to manage these students effectively in a classroom environment. The funding will add occupational therapeutic services, currently unavailable, needed to provide strategic intervention and consultation for staff to prevent or minimize dangerous/disruptive behavior. The services will include training and sustainable skill-building to education staff and families. The program plans on offering two hours of occupational therapeutic consultation services or training per week. The services will provide 80 hours of consultation/training during the school year.

#### Registered Dietitian Consultation Services

Currently, ACHS has a contract for a dietitian that fiscally supports about 20 hours a month, providing approximately five hours a week. This is minimally meeting needs at this time. There is a need to enhance the quality of this service by increasing the hours for this contracted position to approximately 80 hours a month. The increased number of hours will enhance the following:

- Medical home collaboration with pediatricians in regard to BMI tracking and messaging to families through their medical doctors.
- One-on-one nutrition consultation per family's requests.
- Collaboration with a family program that focuses on healthy eating and physical activity, Culture of Wellness (COWP), to promote nutrition activities in classrooms where a dietitian/nutritionist can lead (a dietitian is not available through our collaboration with COWP).
- Collaboration with Adams County Health and Wellness program in order to reach the program's education staff and develop and execute programs to increase health and wellness outcomes for teachers and enhance their wellbeing. Currently, the Adams County Wellness program cannot reach teachers due to their schedule as their position is to be in classrooms when activities and programs are offered.
- Increased nutrition analyses of menus to enter "from scratch" recipes and be able to assess nutritional status for the pre-school population served. This will allow the continuation of improvements in the health of enrolled children by providing meals with the highest level of nutrition to meet the specific needs.
- Increased collaboration with parents to create workshops that meet parents needs by utilizing virtual conference meetings. This opportunity will hold workshops for families

who have challenges with transportation or with time limitations to participate. This has been further enhanced through the Chromebook distribution that was implemented during COVID19 and served to virtually interact with families.

- Mentoring of local university community dietetics students who need to complete projects for their community rotation in nutrition. This added mentorship would allow an additional number of hours dedicated to specific projects that will serve our families in the form of nutrition information provided in a variety of ways in order to meet families where they are at.

The needs of communities within Adams County continue to highlight risk factors impacting families in poverty. Head Start eligible families in our communities are struggling to sustain housing, with many spending about 33% of their income for housing. Whether heads of household are single or two parent, not only is housing a challenge, securing affordable high quality childcare in Adams County for low income families is also a problem. Most of the funding requests asked by ACHS focus on improving the quality of services to Head Start eligible families. Children living in poverty should have access to quality care and their families ought to have the highest level of support to promote their well-being. Parents being out in the workforce with two jobs indicates that someone other than Head Start is caring for the children once their day ends with ACHS. The intent is to ensure that children receive the utmost quality of services for the 7 hours they spend in ACHS program and the requests outlined in this narrative will enhance their learning experience and will provide support to their parents.

### **Budget Narrative**

The program is requesting funding to address trauma-informed care and other program needs totaling \$68,096. The funding will significantly increase the quality of services to children and their families. Additionally, it will provide staff the tools, resources, and the foundation they are asking for to make the most positive impact possible with families living in poverty.

#### **Increase Classroom Quality**

##### Parent Engagement and Working with Families in Poverty Training

*Cost to provide training for parent engagement and working with families in poverty is \$3000.*

#### **Strengthen Family Services**

##### Family Needs Assessment Tool

*Cost to access family needs assessment tool is \$5300.*

##### Online Parent Platform

*Cost to access online parent platform is \$4400.*

## **Quality Improvement Needs**

### Digital Survey Tool

*Cost to access survey tool is \$1188.*

### Interactive Polling System

*Cost to access interactive polling service is \$2000.*

### Centralized Communication and Project Tracking Tool

*Cost to access project tracking tool is \$3060.*

### Program Monitoring and Tracking COPA Component

*Cost to access program monitoring and tracking component is \$1300.*

### Mass Texting Services

*Cost for texting services is \$600.*

### Speech and Language Pathologist Aide/Technician

*Cost to contract a speech and language pathologist aide/technician is \$2335.*

### Speech and Language Pathologist

*Cost to contract a speech and language pathologist is \$25,253.*

### Occupational Therapy Consultation Services

*Cost to contract for occupational therapy consultation services is \$4160.*

### Registered Dietitian Consultation Services

*Cost to enhance registered dietitian consultation services is \$15,500.*

The Quality Improvement federal fund requires a 20% non-federal share match. ACHS communities have been affected by the coronavirus outbreak (national emergency). ACHS is requesting a waiver of non-federal match by placing a \$0 in Section C of SF424A.

RESOLUTION APPROVING FUNDING FORMULA TO DISBURSE MONEY TO ADAMS COUNTY CITIES AND TOWNS PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

WHEREAS, Adams County ("County") has received a direct allotment of funds from the federal government pursuant to Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to defray costs incurred from the COVID-19 pandemic; and,

WHEREAS, by means of individual intergovernmental agreements, the County wishes to disburse a portion of the CARES funds to cities and towns within the County that do not individually meet the requirements for receiving direct allotments from the federal government; and,

WHEREAS, the County wishes to adopt the funding formula attached to this resolution, which is based on the CARES formula that determines payments from states to local governments as a function of the proportion of the population in each local government and a 55/45 ratio of the disbursing entity to the receiving entity, as the basis for distributing County CARES funds to cities and towns within the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that funding formula to disburse money to Adams County cities and towns pursuant to the Coronavirus Aid, Relief, and Economic Security Act is hereby approved.

Amount to be Allocated \$90,285,974 0.55 \$49,657,285.70

**Preferred Alternative:**  
**45% Pass down** 0.45 \$40,628,688.30

**County Takes 55% leaving \$90,285,974.00**

	Population		45%	
Arvada (part)	3,059		\$242,993	Arvada (part)
Aurora (part)	47,299		3,757,210	Aurora (part)
Bennett (part)	2,105		167,211	Bennett (part)
Brighton (part)	40,174		3,191,233	Brighton (part)
Commerce City	58,499		4,646,885	Commerce City
Federal Heights	13,947		1,107,884	Federal Heights
Lochbuie (part)	2		159	Lochbuie (part)
Northglenn	38,857		3,086,617	Northglenn
Thornton	141,062		11,205,301	Thornton
Westminster (part)	69,328		5,507,090	Westminster (part)
<b>Totals for Cities</b>	<b>414,332</b>		<b>\$32,912,583</b>	<b>Totals for Cities</b>
<b>Unincorporated (All Else)</b>	<b>97,137</b>		<b>\$7,716,106</b>	
<b>TOTAL Adams County</b>	<b>511,469</b>		<b>\$40,628,688</b>	45% to Cities and Unincorporated Adams County
			<b>\$49,657,286</b>	55% to Adams County
<b>Colorado Population</b>	<b>5,758,736</b>			
<b>Colorado Allotment</b>	<b>\$ 2,233,011,164</b>		<b>\$90,285,974</b>	Total Federal Allocation
			<b>\$57,373,392</b>	Total allocation received by Adams County 55% + allocation for population

RESOLUTION APPROVING CEF SMALL BUSINESS AND MICRO LOAN POOL GRANT AGREEMENT FOR COVID-19 RELIEF BETWEEN ADAMS COUNTY AND THE COLORADO ENTERPRISE FUND, INC.

WHEREAS, Adams County (“County”) wishes to support small businesses suffering financial strain from the COVID-19 pandemic; and,

WHEREAS, the County has previously provided grant-based funds to the Colorado Enterprise Fund, Inc., (“CEF”) to provide small business loans in Adams County; and,

WHEREAS, the County wishes to provide additional grant funds to CEF to provide relief to COVID-19 impacted small businesses in Adams County; and,

WHEREAS, CEF is willing to provide additional small business loans to COVID-19 impacted small businesses based on the terms and conditions of the attached grant agreement, which includes payment of origination fees.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the CEF Small Business and Micro Loan Pool Grant Agreement for COVID-19 Relief between Adams County and the Colorado Enterprise Fund, Inc., a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Adams County Board of County Commissioners is authorized to sign said grant agreement on behalf of Adams County.

**CEF SMALL BUSINESS AND MICRO LOAN POOL  
GRANT AGREEMENT  
COVID-19 RELIEF Grant**

THIS GRANT AGREEMENT (the "Agreement") is made this \_\_\_\_ day of May, 2020, ("Effective Date") by and between **Adams County**, Colorado ("Grantor") and the Colorado Enterprise Fund, Inc., a Colorado nonprofit corporation ("Grantee" or CEF). Grantor and Grantee shall be referred to herein collectively as the "Parties".

**RECITALS**

WHEREAS, Grantee desires to receive grant funds to finance the deployment of COVID-19 Relief Loans, described in Attachment B, through Grantee's existing small business and micro loan pool Adams County Microloan Fund ("Loan Pool Program") to provide relief and emergency loans to qualified businesses and nonprofit organizations located in \_Adams County limits or boundaries ("Program Area") and for costs associated with the administration of the Loan Pool; and,

WHEREAS, Grantor and Grantee entered into a Loan Pool Program grant agreement dated June 9, 2016 and currently operating under grant agreement dated June 9, 2016; and,

WHEREAS, this Grant Agreement is intended as a supplement to previous agreements to guide specific capitalization required to provide COVID-19 Relief Loans during the COVID-19 Pandemic Crisis; and,

WHEREAS, the purpose of the Loan Pool Program is to provide access to capital in the form of business loans to small businesses with annual gross revenues generally under two million dollars annually and nonprofit organizations that cannot obtain financing through conventional sources. The purpose of COVID-19 Relief Loan deployment is to provide small businesses and nonprofits access to capital to cover short-term working capital needs and serve as a bridge loan to other debt products as credit becomes available elsewhere and credit market stabilizes; and,

WHEREAS, the general objectives of the Loan Pool Program are to:

- Bridge the gap for businesses which might eventually qualify for bank financing and prepare them for traditional bank relationships.
- Facilitate business creation and retention for small businesses that would access the Fund.
- Collaborate with other resource partners to promote entrepreneurship and business innovation as a means of investing in the economic success of the community.
- Encourage business ownership and self-employment as a means of economic self-sufficiency and job creation.
- Help businesses sustain during disruption of the COVID-19 pandemic and to recover afterwards.

## GRANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Grantee and Grantor agree as follows:

1. Grant Amount. Grantor agrees to provide, and Grantee agrees to receive a Grant in the aggregate amount of five hundred thousand dollars (\$500,000.00) pursuant to the terms provided herein ("Grant"). The Grant will be disbursed to the Grantee within 10 business days of the Effective Date, subject to all terms, provisions, conditions, covenants, and agreements contained in this Agreement.
2. Use of Grant to allay impacts of COVID-19, including, but not limited to, need for additional small business loans.
  - a. \$335,000 of the Grant ("Loan Capital Grant") shall be used for funding loans to qualified small businesses located in Program Area in accordance with the criteria described Loan Pool Program Eligibility Guidelines in Attachment A or Attachment B ("Eligible Projects").
  - b. \$15,000 of the Grant ("Administrative Grant") shall be used for administrative costs of the Loan Pool including, but not limited to, marketing and outreach, underwriting and closing, loan servicing and business advisory or technical assistance to borrowers.
  - c. \$0 of the Grant shall be used as subsidy to small business borrowers by reducing the COVID-19 Relief Loan interest rate to 3.5% per annum ("Buy-down Interest Rate") for the term of loan ("Interest Buy-down Grant"), as described in Attachment B An Interest Buy-down Grant will be provided by The Adams County Foundation to CEF in a separate agreement.
  - d. \$150,000 of the Grant shall be used as subsidy to small business borrowers by waiving Grantee's standard origination fee of 3% of COVID-19 Relief Loans ("Fee Buy-down Grant"), as described in Attachment B
  - e. Interest Buy-down Grant and Fee Buy-down Grant shall be used to subsidize COVID-19 Relief Loans up to \$ 5,000,000.00 to any eligible small business in the Program Area, including to small businesses receiving COVID-19 Relief Loans through other small business loan pool programs in partnership with multiple cities in Adams County, as described in Attachment B. Any unused Interest Buy-down Grant or Fee Buy-down Grant shall be converted to Loan Capital.
3. Matching Funds. Upon receipt of Grant funds, CEF shall contribute at least 10% matching funds of Loan Capital Grant, from sources other than the Grant, to the Loan Pool Program for COVID-19 Relief Loans to be used as additional loan capital ("Matching Funds").
4. Existing Funds. If applicable, in addition to Loan Capital Grant and Matching Funds, Grantee may use up to \$430,000, (the eligible loan capital in the Loan Pool Program as of the Effective Date) as loan capital for COVID-19 Relief Loans. ("Existing Funds")

## GRANT AGREEMENT

5. **Loan Capital Debt.** In addition to Loan Capital Grant and Matching Funds, Grantee may borrow additional loan capital from various sources other than Grantor (“Loan Capital Debt”). Loan Capital Debt is to be used for the loans in accordance with this Agreement to provide additional lending capacity.
6. **Maximum Loan Amount of COVID-19 Relief Loans.** The maximum amount of each COVID-19 Relief Loan will be \$25,000, generally funded pro-rata among Loan Capital Grant, Matching Funds, Existing Funds and any Loan Capital Debt.
7. **Performance Period.** Grantee must disburse a minimum of 50% of the Loan Capital Grant and Matching Funds for Eligible Projects within 2 years of the Effective Date. If this requirement is not met, Grantor may request any unused portion of the Loan Capital Grant, Interest Rate Buy-down Grant and Fee Buy-down Grant to be returned to Grantor. The Administrative Grant to increase the Loan Pool Program will be considered earned and non-refundable as of 12 months after Effective Date. Once no further COVID-19 impacts remain unaddressed, the Loan Capital Grant of the Loan Pool funds may be considered as Grantee’s unrestricted net assets.
8. **Compliance Period.** As detailed in this Agreement, Grantee’s use of the Loan Capital Grant, including revolved loan capital, shall continue to be governed by the terms of this Agreement so long as the Loan Pool Program exists. (“Compliance Period”). The Loan Pool shall continue indefinitely with the purpose and activity described herein, until Parties mutually agree to discontinue the Program in writing.
9. **Promotion of Loan Pool Program.** Grantee and Grantor shall each have the right to promote the Loan Pool and include in their respective organization’s materials or reports information regarding the Loan Pool including, but not limited to, their individual and/or collective contributions to, and the community impacts and the performance of the Loan Pool. Promotion of the Loan Pool may include, but is not limited to; written materials, presentations and discussions of the Loan Pool Program. Neither Party may promote details of individual loans without the consent of the borrower.
  - a. Grantee will
    - i. conduct orientation sessions with bank loan officers about the Program, outreach to bank and community partner contacts, and will follow-up on referrals,
    - ii. maintain regular contact with appropriate Small Business Development Center (SBDC) and other community partners for pre-loan technical assistance, workshops and business counseling,
    - iii. recognize Grantor as co-sponsor(s) of Loan Pool Program in relevant marketing collateral, website, social media,

## GRANT AGREEMENT

- iv. work with Grantor to identify private investors for additional loan capital and operating grants to build and support the Loan Pool Program.
- b. Grantor will
  - i. meet with Grantee no less than annually to formally strategize and collaborate on initiatives intended to solicit community contacts for annual operations funding of the Loan Pool
  - ii. may promote the Loan Pool and program via its own resources, like marketing collateral and website and social media.

### 10. The Parties agree as follows:

- a. All Loan Capital Grant funds and Matching Funds will be utilized under the Loan Pool Program for loans to qualified businesses and nonprofit organizations located in Program Area in accordance with this Agreement and the Loan Pool Eligibility Guidelines, attached as Attachment A or Attachment B.
- b. During the Compliance Period, Grantee shall provide i) audited financial statements annually to the Grantor within 120 days of the end of the Grantee's fiscal year, and ii) un-audited quarterly financial statements (balance sheet and income statement) to Grantor, within 45 days of each quarter ending.
- c. During the Compliance Period, Grantee shall provide loan activity and impact reports to Grantor within 45 days of each quarter ending. Quarterly reports will include Loan Capital Fund balance, total loans outstanding, current balance and impact measurements, such as, but not limited to, jobs created or retained, business sector, borrower demographics.
- d. Repayments of principal from borrowers under the Loan Pool Program to the Grantee shall be used to help recapitalize (revolve) the Loan Pool Program, until Parties mutually agree to discontinue the Loan Pool Program.
- e. All fees and interest payments from small business lending activity under the Loan Pool shall be considered Grantee's earned income.
- f. Grantor will not receive program or investment income from the Grantee or the Loan Pool Program.
- g. Loan losses will be allocated pro-rata between Grantor and Grantee and any other Loan Pool Program investor that provides loan capital grant, only after Grantee has fully exhausted any applicable loan guarantee resources available to it through federal and state guarantee or loan loss reserve programs. Grantor also agrees for the loan losses from Loan Capital Debt to be allocated pro-rata between Grantee and Grantor's Loan Capital Grant. In any event, loan losses allocated to Grantor shall not exceed Loan Capital Grant amount provided by Grantor.
- h. Grantee shall provide all other applicable loan products, programs and services, including servicing and technical assistance, to borrowers of the Loan Pool.
- i. Grantee shall use funds in the Loan Pool in compliance with all applicable laws, rules, regulations and other legal requirements.

## GRANT AGREEMENT

- j. 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, C.R.S. §§ 24-10-101, et seq.
11. Conditions. Grantee shall be subject to the following conditions as of the Effective Date:
- a. No change shall have occurred in the financial condition of the Grantee or in any other aspect of the financing proposal of which the Grant is a part, which, in the judgment of the Grantor, materially and adversely affects or makes unreasonable or unreliable any of the financing assumption upon which the Grant is predicated.
  - b. No litigation shall be pending or threatened calling into question or which, if adversely determined, would affect i) the creation, organization or existence of the Grantee, ii) the validity of this Agreement, or iii) the authority of the Grantee to make or perform this Agreement. No proceedings shall be pending or threatened against or affecting the Grantee which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of the Grantee, nor shall the Grantee be in default with respect to any order of any court, governmental authority.
12. Events of Default. The occurrence of any one or more of the following events or existence of one or more of the following conditions, with respect to the Grantee, shall constitute an Event of Default under this Agreement:
- a. Grantee shall fail to perform any term, covenant or condition to be performed hereunder and such failure is not remedied within 90 days, unless a longer period is reasonably required to cure such failure, from and after written notice from Grantor to Grantee.
  - b. Grantor reasonably determines that the Loan Pool Program is being mismanaged through fraud, embezzlement, misappropriation of funds or other material offenses.
13. Remedies.
- a. Upon an Event of Default related to Section 10.b, Grantor may recover the amount of unused Loan Capital Grant and pursue all other rights and remedies provided by law or in equity. The principal amount of proceeds from existing loans made from the Loan Pool Program, if any, repaid to Grantee after the date of termination of participation by Grantor shall, subject to proportional reductions or allocations described herein, be promptly remitted to Grantor.
  - b. No delay or failure of Grantor in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of the right by grantor and no exercise or partial exercise or waiver of any right or remedy shall be deemed a waiver of any further exercise of such right or remedy or any other right or remedy that Grantor may have.
14. Miscellaneous Provisions.

## GRANT AGREEMENT

- a. This Agreement is not intended to benefit any person or entity other than the Grantee and Grantor and no other person or entity may rely on the terms hereof.
- b. Grantee shall not discriminate against any person on the basis of race, color, religion, sex, national origin, disability, age, or veteran status, sexual orientation or any other basis prohibited by law in the use of Grant Funds, administration of the Loan Pool.
- c. Grantee shall not assign or attempt to assign, any of its rights under this Agreement without the prior written consent of Grantor. The Grantee shall not convey or assign any portion of the Grant Funds, except as permitted hereunder under the Loan Pool, prior to the completion of the Compliance Period without the prior written consent of the Grantor.
- d. This Agreement contains the entire agreement between the Parties and supersedes all prior discussions, understandings and agreements regarding loans to allay COVID-19 impacts. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally and may only be modified or amended in writing, signed by the Parties.
- e. Grantee shall defend, indemnify and save harmless the Grantor from and against all losses, claims, suits, judgments or liabilities incurred as a result of its activities pursuant to this Agreement, and as part of such indemnification obligation shall pay all costs and attorney's fees, if any, incurred by the Grantor as a result of any such claims or suits.
- f. The Parties expressly agree and acknowledge that their relationship is that of Grantor and Grantee and that no other relationship, including that of joint venture, partnership or other common enterprise is created by this Agreement or any other Grant-related document(s).
- g. All covenants by Grantee shall survive the making of the advances of Grant and the provisions hereof shall be binding upon Grantee, its successors and assigns and insure to the benefit of Grantor, its successors and assigns.
- h. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, by email, or by mail to designated contact set forth herein. Such addresses may be changed by notice to the other party given the same manner.

The terms and conditions of this Agreement shall be governed by the construed in accordance with the laws of the State of Colorado, excluding its conflicts of law provisions.

**GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COLORADO ENTERPRISE FUND

By: \_\_\_\_\_  
Cecilia H. Prinster  
President and CEO

Attest:

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

GRANTOR:

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

Attest:

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

## GRANT AGREEMENT

### ATTACHMENT A

#### LOAN POOL PROGRAM ELIGIBILITY GUIDELINES

The purpose of the Loan Pool Program is to provide access to capital in the form of business loans to small businesses with annual gross revenues generally under two (2) million dollars annually that cannot obtain financing through traditional sources, but who are capable of sustaining a business and repaying debt, and who are disadvantaged for a variety of reasons.

All loans made from the Loan Pool Program will be to businesses with their primary locations within the Program Area, as defined by the Agreement.

In order to be an Eligible Project of the Loan Pool Program and receive a small business loan:

1. At the time of application and throughout the term of the loan, a business must have its primary office/headquarters or operations in the Program Area.
  2. Home based businesses are eligible.
  3. There are no restrictions on the type of business eligible for loans so long as the activities of the business are legal and in the best interests of the community. Cannabis businesses are ineligible.
  4. A business must file all standard Colorado Enterprise (CEF) application information and meet CEF's standard underwriting criteria for the type and size of loan.
- A. Permitted Uses of Loan. Loans may be used for most business purposes including, but not limited to the following:
1. Inventory purchase
  2. Start-up expenses
  3. Equipment purchase
  4. Operations,
  5. Tenant finish and property improvements
  6. Purchase of a business or franchise
- B. Non-permitted Uses of Loan. Loans may not be used to pay any of owner's remuneration, including but not limited to wages, bonuses and the like or to pay for legal expenses incurred in defending against a criminal violation, or to pay for penalties assessed for criminal violations, or to pay adverse civil judgments stemming from operation of the business. Loans shall not be used to pay fees, assessments, liens or penalties due to the failure of the business to collect or remit applicable taxes when due. Uses incompatible with or illegal under local or federal regulatory authority will not be permitted.
- C. Loan Amount. The maximum amount of each loan in the Loan Pool Program will be \$50,000 from the Grant investment with Matching Funds, totaling \$100,000. Loans larger than \$100,000 may be provided by co-funding Loan Pool Program funds and other funds outside of the Loan Pool Program
- D. Term of Loans. The term of a business loan will follow terms offered on existing CEF products.
- E. Interest Rates. The interest rates charged will follow the current interest rate of other loans of similar size and risk outside of Loan Pool Program
- F. Underwriting and Application Process. CEF generally will follow its standard underwriting and loan application process, and its standard Loan Policies, Guidelines and Procedures.

## GRANT AGREEMENT

### ATTACHMENT B

#### COVID-19 Relief Loan (CEF Loan Product)

CEF's COVID-19 Relief Loan is a new financial product for viable, yet vulnerable, small businesses and nonprofit organizations experiencing disruption during the COVID-19 Pandemic. The loan is intended to:

- Provide bridge capital to larger resources from traditional lenders or SBA,
- Complement SBA products. CEF will not require that businesses apply for SBA loans, but rather align underwriting/approval with their standards and guide borrowers that way.
- Stand alone for the full term of six years or less, as another financial support for businesses;
  - Borrowers may be challenged with SBA process. Low income or immigrants may experience technology and language barriers.
  - Borrowers may get declined, not approved for sufficient funds by SBA.
  - CEF approval and disbursement is faster, more customer centric, providing additional support to borrowers with lower business acumen.
  - CEF is a mission-lender and local partner better able to assess community needs and business viability, able to rely more on character in underwriting process.
  - Businesses may need help in addition to SBA disaster loan resources.

#### CEF COVID-19 Relief Loan product structure

- Maximum Loan Amount: \$25,000
- Maximum Interest Rate: 4.99% per annum, or as determined by the Interest Rate Buy-down defined in Section 2(c) under Use of Grant in the Agreement herein. The COVID-19 Relief Loan interest rate shall be 3.5% to eligible small businesses located in the Program Area of Adams County, including unincorporated areas of Adams County, or within the city limits of Aurora, Bennett, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster.
- Maximum Origination Fee: 3% at loan closing date, or as determined by the Fee Buy-down Grant defined in Section 2(d) under Use of Grant in the Agreement herein. The COVID-19 Relief Loan origination fee shall be 0% to eligible small businesses located in the Program Area of Adams County, including unincorporated areas of Adams County, or within the city limits of Arvada, Aurora, Bennett, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster.
- Maximum Term: 6 years
- 6-month interest only payments from loan closing date
- Quick underwriting, approval, close and disburse (avg. 14 days)
- Generally to businesses <40 FTE



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Human Services Workforce and Business Center (TANF) Funded Program
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Interim Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Two to renew the agreement with Friends First, Inc., to provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF) in Adams County.

### **BACKGROUND:**

Adams County's Human Services Department (HSD) currently provides programs that are designed to reduce the incidence of out-of-wedlock pregnancies. HSD receives Temporary Assistance for Needy Families (TANF) federal grant funds to implement its TANF program. HSD services provided with TANF funds are consistent with the federal purposes of TANF.

The Board of County Commissioners approved an agreement with Friends First, Inc., on June 28, 2018, to provide pregnancy prevention services. On June 11, 2019, the Board of County Commissioners approved Amendment One to extend the agreement for one additional year.

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

Staff is pleased with Friends First, Inc., and wishes to renew the agreement for an additional one year term. The fees for the second renewal year will be \$242,969.68 for a total contract amount not to exceed \$728,909.04. The effective date will begin July 1, 2020, through June 30, 2021.

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

Human Services Department, Workforce and Business Center (TANF)

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund: 15**

**Cost Center: 99915**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5755		\$50,239,790
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$50,239,790</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7645		\$6,078,100
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$6,078,100</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 AMENDMENT TWO TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND FRIENDS FIRST INC., TO PROVIDE PREGNANCY  
PREVENTION SERVICES

WHEREAS, the Board of County Commissioners approved an agreement for Pregnancy Prevention Services with Friends First Inc., in 2018; and,

WHEREAS, the Board of County Commissioners approved Amendment One to extend the agreement for Pregnancy Prevention Services with Friends First Inc., for an additional year in 2019; and,

WHEREAS, Adams County would like to extend the agreement for one additional year; and,

WHEREAS, Friends First Inc., agrees to provide the services in the not to exceed amount of \$242,969.68, for the second renewal year for a total not to exceed \$728,909.04; and,

WHEREAS, the Human Services Department, program is being funded eighty-five (85%) percent by a federal grant, with Adams County responsible for the remaining fifteen (15%) percent.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement with Friends First Inc., is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two with Friends First Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> CDBG ADA Ramps Project
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Interim Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with Chato’s Concrete, LLC, to provide ADA ramps for the 2020 CDBG Ramps Project.

**BACKGROUND:**

The Community Development Block Grant (CDBG) Project objective is to continue improvements as part of the County’s Americans with Disabilities Act (ADA) Transition Plan. ADA accessibility will be improved by removing existing non-compliant ramps and installing new compliant ramps along Greenwood Boulevard between US-36 and East 84th Avenue in unincorporated Adams County. The project will replace approximately 15 ramps.

A formal Invitation for Bid (IFB) for the 2020 CDBG ADA Ramps Project was advertised on BidNet. Bids were opened on January 27, 2020.

The County received one bid.

Contractor	Total Bid
Chato’s Concrete, LLC	\$359,544.00

After a thorough review, staff determined that Chato’s Concrete, LLC, bid is both responsive and responsible and meets the requirements set forth in the IFB. The pricing submitted is within market and under budget for this project.

The recommendation is to award a contract for the 2020 CDBG ADA Ramps Project to Chato’s Concrete, LLC, in the not to exceed amount of \$359,544.00

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

Public Works Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 30
<b>Cost Center:</b> 941018

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8810	HUD02101	\$395,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$395,000</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
CHATO'S CONCRETE, LLC, FOR COMMUNITY DEVELOPMENT BLOCK GRANT  
AMERICAN DISABILITY ACT RAMPS PROJECT

WHEREAS, Chato's Concrete, LLC, submitted a bid on January 27, 2020, to provide Community Development Block Grant (CDBG) American Disability Act (ADA) Ramps for the Public Works Department; and,

WHEREAS, after thorough evaluation it was deemed that Chato's Concrete, LLC, was the lowest, most responsive and responsible bidder; and,

WHEREAS, Chato's Concrete, LLC, agrees to provide CDBG ADA Ramps project in the not to exceed amount of \$359,544.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement to Chato's Concrete, LLC, to provide CDBG ADA Ramps is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said agreement with Chato's Concrete, LLC, on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Mill Levy Fund for Persons with Developmental Disabilities
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Interim Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Finance Department and County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with North Metro Community Services, Inc., to provide services and support for Adams County residents with Developmental Disabilities.

### **BACKGROUND:**

Colorado counties are authorized to levy up to one mill to purchase services and support for the benefit of their residents with developmental disabilities, pursuant to C.R.S. § 27-10.5-104(6). Adams County annually levies 0.257 mills for developmentally disabled services and deposits the funds in the County's Developmentally Disabled Fund.

For 2020, the 0.257 mill levy will generate \$2,065,033.00 that is available for developmentally disabled services. Of that amount, the County budgeted \$1,620,512.00 from the developmentally disabled mill levy to be utilized for the benefit of persons with developmental disabilities who reside in Adams County. The majority of these funds are allocated to North Metro Community Services, Inc., without a competitive process because they are the County's Community Centered Board organization.

The State of Colorado maintains a list of Community Centered Boards that are designated in statute as the single-entry point for long-term service and support systems for developmentally disabled persons. North Metro Community Services, Inc., a private, non-profit corporation offering these services has been designated as the Community Centered Board by the Colorado Department of Human Services ("CDHS"), pursuant to C.R.S. § 27-10.5-105 for Adams County.

It is recommended that the Board of County Commissioners approves an agreement with North Metro Community Services, Inc., to provide services and support for Adams County residents with Developmental Disabilities in the not to exceed amount of \$1,620,512.00.



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
NORTH METRO COMMUNITY SERVICES, INC., FOR SERVICES FOR PERSONS WITH  
DEVELOPMENTAL DISABILITIES

WHEREAS, the County is authorized to levy up to one mill to purchase services and support for the benefit of its residents with developmental disabilities, pursuant to C.R.S. § 27-10.5-104(6); and,

WHEREAS, for fiscal year 2020, the County has allocated \$1,620,512.00 in revenue from said mill levy to be utilized for the benefit of persons with developmental disabilities who reside in Adams County; and,

WHEREAS, North Metro Community Services is a private, non-profit corporation offering service programs to persons with developmental disabilities and has been designated as a Community-Centered Board by the Colorado Department of Human Services (“CDHS”), pursuant to C.R.S. § 27-10.5-105.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2020 agreement between Adams County and North Metro Community Services, Inc., for services for persons with developmental disabilities is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign the agreement with North Metro Community Services, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Change Order Two- 88 <sup>th</sup> and Welby Road
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Interim Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Change Order Two to the agreement with KECI Colorado, Inc., for the Adams County Intersection Improvements at the corner of 88 <sup>th</sup> and Welby Road.

### **BACKGROUND:**

In February 2019, the Board of County Commissioners approved an agreement with KECI Colorado, Inc., to provide intersection improvement at the corner of 88<sup>th</sup> and Welby Road. These improvements are required for the realignment of Welby Road. The Project consists of 380 feet on Welby Road, south of East 88th Avenue. Recommended improvements include traffic signal replacement, building demolition, curb, gutter, sidewalk, and curb ramp at the intersection.

The approved construction plans and specifications required that the original subgrade be over excavated and chemically treated to a depth of 4 feet to achieve the desired supportive strength of the underlying soils. During construction, several shallow gas lines were discovered. After a timely process, these gas lines were subsequently lowered but could not be lowered enough to remove them from potentially conflicting with the newly placed subgrade. Sheet 8 of the approved construction plans specifies a Geo-Textile and Road Base paving structure. The quantities required for this paving structure were not included in the approved construction plans, nor were these items included in the original bid.

The Adams County Public Works Department made the decision to remove the original Stabilized Subgrade bid option and replace it with the Typical Section as shown on Sheet 8 of the Approved Construction plans. This Change incorporates these newly added items.

While the utility relocation was under way, the project had been placed on a lengthy project suspension. During this time, the contractor was not able to work and hold to the original schedule or material pricing structure as originally bid. During this suspension time, pricing was subsequently increased by product

suppliers. Change Order One was a \$0.00 change to the Scope of Work. Change Order Two will incorporate new pricing for the newly added items and extend the date of the agreement for an additional 45 days.

The recommendation is to approve Change Order Two with KECI Colorado, Inc., in the amount of \$104,561.00 to the original agreement of \$613,978.00, for a total not to exceed amount of \$718,539.00.

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

Public Works Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$10,000,000</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 CHANGE ORDER TWO TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND  
KECI COLORADO, INC., FOR 88<sup>TH</sup> AND WELBY INTERSECTION PROJECT

WHEREAS, in February 2019, the Board of County of Commissioners awarded KECI Colorado, Inc., an agreement to provide the intersection improvements at the corner of 88<sup>th</sup> and Welby Road; and,

WHEREAS, Change Order Two is necessary to add additional items to the Scope of Work and extend the agreement to allow for project completion; and,

WHEREAS, KECI Colorado, Inc., agrees to provide the additional services in the not to exceed amount of \$104,561.00, to the original agreement of \$613,978.00, for a total not to exceed amount of \$718,539.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order Two to the agreement with KECI Colorado, Inc., to provide intersection improvements at 88<sup>th</sup> and Welby Road is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Change Order Two to the agreement with KECI Colorado, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 5, 2020
<b>SUBJECT:</b> Change Order Three - York Street Phase II Improvements Project
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Interim Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Change Order Three to the agreement with RockSol Consulting Group Inc., for the York Street Phase II – 78 <sup>th</sup> Avenue to 88 <sup>th</sup> Avenue Improvements Project.

**BACKGROUND:**

In July of 2018, RockSol Consulting Group Inc., was awarded an agreement to provide Professional Engineering Services for the York Street Phase II - 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue Improvements Project.

As the design of the project has developed, additional work and fees are needed for the project elements beyond the original scope and proposed fee. The additional tasks are:

1. **Landscape Architecture** – To make the corridor more attractive, the project needs professional landscape architect services to design the placement of trees and irrigation system along multi-use path and develop place-making monument concepts, coordinate with the Welby community and produce construction plans and details for monuments.
2. **Permanent Easement Descriptions** – Permanent easement descriptions for the multi-use path and irrigation ditch relocation are needed.
3. **Modify York Street intersection at 78<sup>th</sup> Avenue** – to ensure the intersection is designed and functions properly, engineering revisions at the intersection are required. The work includes revising the curb ramps design, moving signal poles and revising pavement markings.

The contract breakdown is as follows:

Original Agreement Amount- Approved 07/10/18	\$ 496,100.00
Change Order One- Approved 01/5/19	\$ 28,958.40

Change Order Two- Approved 07/09/19	\$ 130,000.00
Change Order Three	\$103,837.00
Total Contract:	\$758,895.40

The recommendation is to approve Change Order 3 to the Agreement with RockSol Consulting Group Inc., in the amount of \$103,837.00 for a total contract value of \$758,895.40.

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

Public Works Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 00013
<b>Cost Center:</b> 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$10,000,000.00

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER THREE TO THE AGREEMENT  
BETWEEN ADAMS COUNTY AND ROCKSOL CONSULTING GROUP INC., FOR YORK  
STREET AVENUE IMPROVEMENTS

WHEREAS, RockSol Consulting Group Inc., was awarded an agreement to provide Engineering Services for York Street Avenue Improvements; and,

WHEREAS, Change Order Three is necessary for additional services; and,

WHEREAS, RockSol Consulting Group Inc., agrees to provide the additional services in the amount of \$103,837.00 for a new total agreement amount of \$758,895.40.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order Three to the agreement with RockSol Consulting Group Inc., to provide additional services is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Change Order Three to the agreement with RockSol Consulting Group Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT

CASE NO.: RCU2019-00054

CASE NAME: Strasburg Community Church Rezone

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- 3.3 Applicant Neighborhood Meeting Summary

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- 4.3 Referral Comment (Tri-County Health Department)
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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**May 5, 2020**

<b>CASE No.: RCU2019-00054</b>	<b>CASE NAME: Strasburg Community Church Rezone</b>
Owner's Name:	Strasburg Community Church
Applicant's Name:	Tim Strasser
Applicant's Address:	PO Box 556, Strasburg, CO 80136
Location of Request:	56155 Sunset Avenue (Parcel # 0181333101001)
Nature of Request:	Rezone from Agriculture-1 (A-1) to Commercial-0 (C-0)
Zone District:	Agriculture-1 (A-1)
Future Land Use:	Urban Residential
Site Size:	6.44 acres (280,526.4 sq. ft.)
Proposed Use:	Place of Worship, Public or Private Primary and Secondary School (Excluding Trade Schools), and Accessory Institutional Use (Food Bank)
Existing Use:	Place of Worship and Accessory Institutional Use (Food Bank)
Hearing Date(s):	<b>PC: February 27, 2020/ 6:00 pm</b>
	<b>BoCC: May 5, 2020/ 9:30 am</b>
Report Date:	February 7, 2020
Case Manager:	Holden Pederson
Staff Recommendation:	APPROVAL with 4 Findings-of-Fact

**SUMMARY OF PREVIOUS APPLICATIONS**

The subject property is located in the Englebrecht Subdivision Filing 1 recorded in 2002.

The south half of the property is currently developed with a Place of Worship known as the Strasburg Community Church (built in 1990) and an Accessory Institutional Use that serves as a Food Bank for the church (built in 2014). The north half of the property is currently vacant and undeveloped.

In 1989, a Conditional Use Permit was approved to allow the Place of Worship use on the property, as well as a rezone from Agriculture-3 (A-3) to Agriculture-1 (A-1) and an exemption from subdivision requirements through case #35-89-ZCE. In 1998, an amendment to the

Conditional Use Permit was approved in order to allow the church to expand, as well as a Final Plat request to create one 3.6-acre lot through case #42-98-C(A)P.

In 2002, the Englebrecht Subdivision was established through case #PRJ-2001-00055, which created the applicant's existing 6.44 acre lot as part of the overall subdivision and rezoned the entire property to be Agriculture-1 (A-1).

In 2014, a Conditional Use Permit was approved to allow the Accessory Institutional Use (Food Bank) on the property through case #RCU2014-00009. A Variance was also approved to allow the associated structure to be built approximately 34' from the front property line where a 100' front setback was required through case #VSP2014-00003.

In 2019, Blackstone Ranch Filing 4 (located directly north of the applicant's property) was approved through case #PLT2019-00001. As part of the Subdivision Improvements Agreement established for this Final Plat, the developer is required to build out Aspen Street between East 26<sup>th</sup> Avenue and Sunset Avenue. This right-of-way connection will provide access to a Collector Road for the applicant's property.

## **SUMMARY OF APPLICATION**

### **Background:**

On behalf of the Strasburg Community Church, the applicant is requesting to rezone the subject property from Agriculture-1 (A-1) to Commercial-0 (C-0) in order to allow the following uses by-right: Place of Worship, Public or Private Primary and Secondary School (Excluding Trade Schools), and Accessory Institutional Use (Food Bank). Currently, there are approved Conditional Use Permits that allow the Place of Worship and the Accessory Institutional Use (Food Bank) within the Agriculture-1 (A-1) zone district. The subject rezoning request would allow the existing and proposed uses without requiring Conditional Use Permits.

With this rezoning application, the Strasburg Community Church intends to reconfigure the existing church building in order to accommodate a new private elementary school use. Expansion of the existing building footprint is not proposed as part of this project. Instead, by modifying the interior of the existing structure, adding a new access to the proposed Aspen Street that is being built as part of the Blackstone Ranch Filing 4 subdivision, and adding curb, gutter, and sidewalk to the property frontage along Sunset Avenue, the Strasburg Community Church intends to create a school within the existing structure that can accommodate approximately sixty students. The owner believes that due to the recent increase in single-family home development in the area and the resulting influx of students being introduced to the Strasburg public school system, that there is a great need and high demand for additional school capacity in the area that will benefit the community. The applicant has also indicated that there may be a future expansion of the school use on the northern portion of the property.

## **Development Standards and Regulations:**

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the approval criteria for rezoning a property. The criteria include the following: consistency with the County's Comprehensive Plan and purpose of the Development Standards, compatible and harmonious with the surrounding area, and not detrimental to future development of the area.

Currently, the property is designated as Agriculture-1 (A-1). Per Section 3-08 of the County's Development Standards and Regulations, the purpose of the Agriculture-1 (A-1) zone district is to provide a rural single-family dwelling district where the minimum lot area for a home site is intended to provide for a rural living experience. Limited farming uses are permitted including the keeping of a limited number of animals for individual homeowner's use. This district is primarily designed for the utilization and enjoyment of the County's rural environment. Meanwhile, per Section 3-18, the purpose of the Commercial-0 (C-0) zone district is to provide an office district designed to offer administration and professional services, local employment and services, as well as to provide a small local retail district which could offer small convenient retail shopping and personal services for persons residing in adjacent residential areas.

The Agriculture-1 (A-1) district requires that a Conditional Use Permit be obtained for a Place of Worship, Public or Private Primary and Secondary School (Excluding Trade Schools), and Accessory Institutional Uses (such as the Food Bank). The property directly to the north is vacant. Further to the north is the Blackstone Ranch Filing 4, which is being developed as a single-family residential subdivision. The properties directly to the east are developed as Planned Unit Developments for multi-family residential, assisted living, and nursing care, known as the Prairie Creek Living Center. The properties directly to the south are developed as single-family residences in the Warner Subdivision. The property directly to the west is vacant and undeveloped agricultural land.

Nearby to the southeast, there are three properties developed for the Strasburg Community Park and the Strasburg Parks and Recreation District. Located further to the southeast and east are the Hemphill Middle School, Strasburg High School, Strasburg Elementary School, and associated athletic fields. There are multiple day care centers located throughout the residential zone districts. Overall, much of the immediate area surrounding the applicant's property is located in residential and agriculture zone districts with pockets of commercial and industrial districts scattered along Wagner Street and Burton Street. Most of the community of Strasburg's commercial zone districts are concentrated along Highway 36 (East Colfax Avenue) and across the County line in Arapahoe County.

Due to the location of the property and surrounding developments, rezoning the property to allow a church, private elementary school, and food bank by-right will be consistent with the surrounding neighborhood, which already includes a Preschool, Elementary, Middle, and High School located within a half mile distance. The rezone will also provide neighborhood institutional uses and urban services designed to serve the needs of nearby residents. The request to rezone the property to Commercial-0 (C-0) is consistent with the intent of the zone district by providing local employment and services for persons residing in adjacent residential areas.

The request also conforms to the dimensional requirements for the Commercial-0 (C-0) zone district. Per Section 3-18-08 of the County's Development Standards and Regulations, there is no minimum lot size requirement and the minimum lot width requirement is 75 feet in the Commercial-0 (C-0) zone district. The subject property is 6.44 acres in size and has approximately 328 feet of street frontage along Sunset Avenue as well as approximately 792 feet of street frontage along Aspen Street.

While not proposed as part of this project, the Commercial-0 (C-0) zone district also has requirements that would severely limit the impact of hypothetical new commercial development on this property. These include a maximum structure height of 25 feet, a maximum floor area of 2,000 square feet per commercial use, and hours of operation restricted to 7:00 A.M. to 10:00 P.M. The zone district permits limited commercial and institutional land uses, which can serve as protection for the surrounding neighborhood from impactful commercial and industrial uses that would not be compatible and potentially would not benefit the residents of the surrounding neighborhood.

In addition, there are specific performance standards for the existing and proposed uses that the applicant has demonstrated compliance with through their application. Per Section 4-08-02-06, when located in a residential district or on a lot continuous to a residential district or use, Places of Worship must have their principal vehicular entrance and exit on an arterial or collector road or on a local road within 100 feet of the local road's intersection with an arterial or collector road. Per Section 4-08-02-04-03, Elementary and Secondary Schools (Private) require a minimum lot size of 1,000 square feet per student at maximum occupancy or 3-acres (whichever is less), setbacks of 5 feet for every foot of height of the structure up to a maximum setback of 75 feet, and the school must be located on and take access from collector or arterial roads. All of these performance standards are either currently met by the existing Strasburg Community Church or will be met once expansion of Aspen Street (designated as a future collector road) adjacent to the applicant's property is completed.

#### **Future Land Use Designation/Comprehensive Plan:**

The subject property is designated as Urban Residential in the County's Comprehensive Plan future land use map. Per Chapter 5 of the County's Comprehensive Plan, Urban Residential areas are designated for a variety of housing types at urban densities with adequate urban services and transportation facilities. Urban residential areas may also include supporting neighborhood commercial uses designed to serve the needs of nearby residents, such as neighborhood schools, community facilities, parks, open space, and limited commercial development. One of the purposes of the Urban Residential future land use category is to create and maintain healthy residential neighborhoods, while one of the criteria of designation for the Urban Residential is avoiding incompatible uses in residential neighborhoods.

The request to rezone the property to Commercial-0 (C-0) is consistent with the goals of the Comprehensive Plan, as it would enable the subject property to provide neighborhood institutional uses and urban services for nearby residents. This zone district would also limit commercial development by effectively preventing the encroachment of higher intensity commercial land uses that

would likely be designed to include urban services and transportation facilities intended to serve the needs of residents much further away than just the surrounding neighborhood.

The subject request is in conformance with and supported by the Adams County Comprehensive Plan policies, including Policy 4.2.a *Suitable Amenities* (improve the County's educational, housing, open space, recreational, retail, and cultural amenities to encourage retention and attract new businesses to Adams County), 4.3.a *Education* (continue to support the Adams County Educational Consortium and other educational resources and opportunities that enhance personalized academic skills development, professional exploration, and relevant work-ready skills), 6.1.a *Public Facilities* (continue to require that adequate public facilities such as roads, water/sewer, drainage, parks, schools, fire protection, etc. are provided prior to or concurrent with development), 6.1.b *School Sites and Facilities* (continue to work with school districts to ensure that new developments include adequate land dedications or in-lieu of contributions for school sites, and encourage developers to participate in the financing of school buildings and facilities required to serve the new development), 8.2.b *Compact Development* (encourage compact development near transit, employment and services, where possible, to allow for less dependence on automobiles and support for active travel demand management), and 10.2.a *Reclassification* (allow flexibility for reclassifying agricultural and agricultural production areas that are not high quality to other appropriate uses)

In addition, issues and opportunities listed for the unincorporated community of Strasburg in the Adams County Comprehensive Plan include the lack of sufficient job and service base to maintain and preserve small town character and balance residential development, as well as the ability to provide adequate public services and infrastructure necessary to support development. One area-specific policy and strategy outlined in the Comprehensive Plan for Strasburg is to pursue the goals and policies outlined in the Strasburg Plan (adopted in 2002). The subject property is identified by the Strasburg Plan for residential development and the future land use designation is residential. The characteristics and uses listed for the residential land use category in the Strasburg Plan are described as single and multi-family housing and limited, neighborhood commercial uses.

The stated vision of the Strasburg Plan includes statements such as “provide jobs, shopping, health care and the other services necessary so people do not have to commute to the metro area,” “support the schools and other community facilities and organizations,” and “encourage commercial, office and industrial development that is appropriate to the small town atmosphere and provides jobs and services for area residents.” One amenity listed for this vibrant, small town community is that, “the churches, as well as a number of community organizations formed around both town and agricultural concerns, are centers of community activity and debate.”

Goals listed within the Strasburg Plan for non-residential development include encouraging retail, commercial, office and industrial development that is appropriate to the small town atmosphere, enhances the activity center and existing business areas and provides jobs and services for area residents by, in part, concentrating higher density housing, shopping, community facilities and active parks near the center of the community and as close as possible to Colfax Avenue. Goals listed for facilities and services include ensuring that adequate facilities and services, including utilities, schools, parks, public safety, and other necessary facilities and services are available at the time of development by, in part, subjecting approvals for land use applications to proof that adequate capacity

is available in schools, parks, fire and emergency protection, police protection, transportation and other services and facilities or will be provided prior to development.

Overall, the goals and policies listed in the Strasburg Plan support the request to rezone the property to Commercial-0 (C-0) by prioritizing facilities and services, such as schools, that must be available at the time of new development or will be provided prior to development, ensuring that new commercial development is appropriate to the small town atmosphere, and supporting the prominent local church as a center of community activity.

**Site Characteristics:**

The south half of the subject property is developed with a 6,460 square-foot church that includes a 5,472 square-foot basement. There is also a 1,440 square-foot modular building utilized as a food bank on the property. Located between the church and the food bank is an existing parking lot with approximately 70 parking spaces. Meanwhile, the north half of the subject property is currently vacant. The applicant has envisioned that the facility may eventually expand north onto this vacant land and is currently reserving this land for development of a future school building on the property that would be separate from the existing Strasburg Community Church.

There is one existing point of access from Sunset Avenue for this property, as Aspen Street has not yet been expanded along the west property line of the subject property. Aspen Street currently dead ends from the south at the southwest corner of the subject property. As part of the Subdivision Improvements Agreement for the Blackstone Ranch Filing 4 subdivision, Aspen Street will be built out between East 26th Avenue and Sunset Avenue, providing access to the new collector road for the subject property. There is no curb, gutter, and sidewalk along the portion of Sunset Avenue located directly to the south of the applicant's property. There is a sidewalk located further east on Sunset Avenue along the south portion of the street (abutting primarily single-family homes) but not along the north portion of the street. The applicant's site plan proposes a driveway access connecting to the future Aspen Street, as well as construction of curb, gutter, and sidewalk along the site's south property line and frontage along Sunset Avenue. As part of the Aspen Street expansion, curb, gutter, and sidewalk will also be introduced along the site's west property line.

In addition, the property will be served by the Strasburg Sanitation and Water District. A Will Serve letter has been provided stating that the District will reserve capacity in its water and wastewater systems in order to serve the proposed expanded uses on the subject property.

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

<b>Northwest A-3 Vacant</b>	<b>North R-1-C Vacant</b>	<b>Northeast Planned Unit Development Vacant</b>
<b>West A-3 Vacant</b>	<b>Subject Property A-1 Church and Food Bank</b>	<b>East Planned Unit Development Multi-Family Residential, Assisted Living, and Nursing Care</b>
<b>Southwest R-2 and R-1-C Vacant</b>	<b>South R-1-C Single-Family Residential</b>	<b>Southeast R-1-C Single-Family Residential</b>

**Compatibility with the Surrounding Area:**

A majority of the surrounding properties are designated Residential-1-C (R-1-C) for single-family dwellings, representing established single-family residential neighborhoods located to the south and east. New single-family residential neighborhoods are currently being constructed on vacant land to the north.

The subject property is located approximately half a mile north of Highway 36 (East Colfax Avenue), which is the primary commercial corridor for the community of Strasburg. In proximity to subject property and dispersed throughout the single-family residential neighborhoods are the Discovery Time Preschool, Strasburg Elementary School, Hemphill Middle School, Strasburg High School, Strasburg Community Park, Strasburg Recreation Center, Strasburg Parks and Recreation District, and several associated athletic fields. There are also multiple day care centers scattered throughout the single-family residential neighborhoods and the Prairie Creeks Living Center (assisted living and nursing care) is located directly east next to the subject property.

The proposed private elementary school would be compatible with the surrounding neighborhood, as there are few existing commercial and industrial uses located to the north, east, or south (up until the East Colfax Avenue commercial corridor). Instead, there is a concentration of educational, recreation, assisted living, and day care facilities located throughout the neighborhood. By being located within the existing single-family neighborhoods and by including supporting neighborhood uses designed to serve the needs of nearby residents, these community amenities are accomplishing the goal of the Adams County Comprehensive Plan’s Urban Residential future land use designation of creating and maintaining healthy residential neighborhoods.

Many new single-family residential neighborhoods have been built and are currently being constructed in and around the Strasburg area. This influx of new residents and families to the community validates the applicant’s assertion that there is a great need and high demand for additional school capacity in the area that will benefit the public. Once these new neighborhoods are fully constructed, the subject site will be located within the geographic center of multiple

single-family residential neighborhoods (along with the other existing educational facilities in the area), representing an ideal location for supporting community facilities and neighborhood schools that will be walkable and accessible for a wide range of nearby residents.

Currently, the Agriculture-3 (A-3) zone district limits the property to single-family residential and agricultural uses by-right; however, several Conditional Use Permits have previously been approved for institutional uses. These previous land use entitlements have established the property as a source of supporting neighborhood and community services, allowing the facility to remain within this central location and synergize with the surrounding institutional land uses. This rezoning request would formalize the existing neighborhood services that are already being provided on the property (ensuring that future Conditional Use Permits required to maintain approval of the uses do not expire and are not rejected) while codifying the lot as part of the larger public and institutional environment located nearby. This zone district change would also allow the Strasburg Community Church to expand in the future without first requiring amendments to existing Conditional Use Permits and would allow them to organically develop the institutional uses on their site as the public school system continues to expand and the community of Strasburg continues to grow and develop.

If the full allowances of the Commercial-0 (C-0) zone district were taken advantage of and the subject property was redeveloped for commercial uses in the future, those commercial uses would be severely limited by the zone district regulations. Regulations of the zone district require that the commercial structures have a maximum structure height of 25 feet, a maximum floor area per commercial use of 2,000 square feet per commercial use, and hours of operation restricted to 7:00 A.M. to 10:00 P.M.

Any development on the site will be required to conform to the County's performance standards as outlined in Chapter 4 of the Adams County Development Standards and Regulations. These performance standards are required in order to ensure compatibility with the surrounding properties, which include building orientation, building materials, adequate parking, and landscaping at the right-of-way, in the parking areas, and as buffers between land uses. Dimensional requirements, such as front, rear, and side setbacks, will limit the scale of development, ensuring that the proposed development continues serving as a beneficial neighborhood and institutional use that does not have adverse impacts on the surrounding community. Future drainage, roadway, and public infrastructure improvements will be determined by Development Services Engineering at the time of building permit application by the associated Engineering Plan Review process. Meanwhile, walkability, traffic, circulation, access, school zone signage, and parking are all aspects of the project that are outside of the scope of this rezone request but that will continue to be considered through future long-range planning efforts, Public Works Capital Improvements projects, and Development Services permitting processes.

#### **PLANNING COMMISSION UPDATE:**

The Planning Commission considered this case on February 27, 2020, and recommended approval with a 5-0 vote and 4 findings-of-fact to the applicant.

At the hearing, the Planning Commission expressed support for the project and the benefits it would provide to the Strasburg Community Church as well as to the greater Strasburg community. Questions posed by members of the Planning Commission to the applicant addressed the timeline for constructing a potential expansion of the facility throughout the church’s existing vacant land, as well as the Strasburg Sanitation and Water District’s Will Serve letter which stated that the district would reevaluate whether or not services could be provided to such an expanded facility once official plans were submitted by the applicant. The applicant responded that the existing facility could accommodate approximately sixty students for now, that the District had committed through its letter to reserving capacity in its water and wastewater systems in order to serve the proposed expanded use, and that future plans to expand the facility throughout the church’s vacant land were hypothetical and undetermined at this time but would be coordinated with the District as needed.

**Staff Recommendation:**

**Based upon the application, the criteria for 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.

**CITIZEN COMMENTS**

Notifications Sent	Comments Received
94	0

All property owners and occupants within 1,000 feet of the subject property were notified of the request. As of writing this report, staff has received 0 responses from neighboring residents.

The applicant also held a neighborhood meeting on October 15, 2019, at the Strasburg Community Church in order to present the proposed rezoning request to the public and to receive their feedback. All property owners and residents within 1,000 feet of the subject property were invited. Approximately 20 people attended the neighborhood meeting. According to the applicant, participants were very supportive of the project and wanted to see additional schools in the area. The primary concern that the public shared was related to traffic and the driving speeds due to existing conditions along Sunset Avenue. The public asked how the proposed circulation would function relative to pick-up and drop-off times for the school, and the applicant responded that the primary access will be taken from Aspen Street and that the internal

circulation patterns have not yet been determined. The public asked who the school will be open to, if it will be tuition based, and when pre-enrollment will begin. The applicant responded that anyone in the public can apply to the school, that there will be required tuition, and that pre-enrollment will begin in January or February of 2020.

At the time of the neighborhood meeting, the applicant was proposed a rezone to members of the public from the current Agriculture-1 (A-1) zone district to the Commercial-2 (C-2) zone district. After further discussion with Adams County Community and Economic Development Department staff, the applicant agreed to revise their request from the Commercial-2 zone district to the lower intensity Commercial-0 zone district in order to limit the permitted commercial uses allowed on the property if the land transferred ownership in the future and to provide better compatibility for the neighborhood.

### **COUNTY AGENCY COMMENTS**

Staff reviewed the request and had no concerns with the proposed rezoning. Staff noted that if the request is approved, the applicant will be required to apply for a Change in Use permit that will entail demonstrating compliance with performance standard requirements, such as parking and landscaping. An associated Engineering Plan Review will also be required in order to review applicable engineering requirements such as a traffic impact study or drainage analysis.

### **REFERRAL AGENCY COMMENTS**

#### **Responding with Concerns:**

None.

#### **Responding without Concerns:**

Tri-County Health Department provided comments related to a Food Service Plan Review for new and remodeled retail food establishments (including school kitchens) in order to reduce the risk of food borne illnesses, community design to support walking and bicycling, as well as the importance of establishing safe routes to schools, safe connectivity to the school site from pedestrian crossings, and safe circulation of students on and around the school campus.

Strasburg Fire Protection District provided comments related to occupancy classifications, requirements for fire alarm and fire suppression systems, and fire department water supply and access.

Colorado Department of Public Health and Environment Water Quality Control Division provided comments related to public water systems and Colorado Primary Drinking Water Regulations, as well as wastewater and discharge permits.

Strasburg Sanitation and Water District provided a Will Serve letter stating that the District will reserve capacity in its water and wastewater systems to serve the proposed expanded use on the subject property.

Xcel Energy

Intermountain Rural Electric Association

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

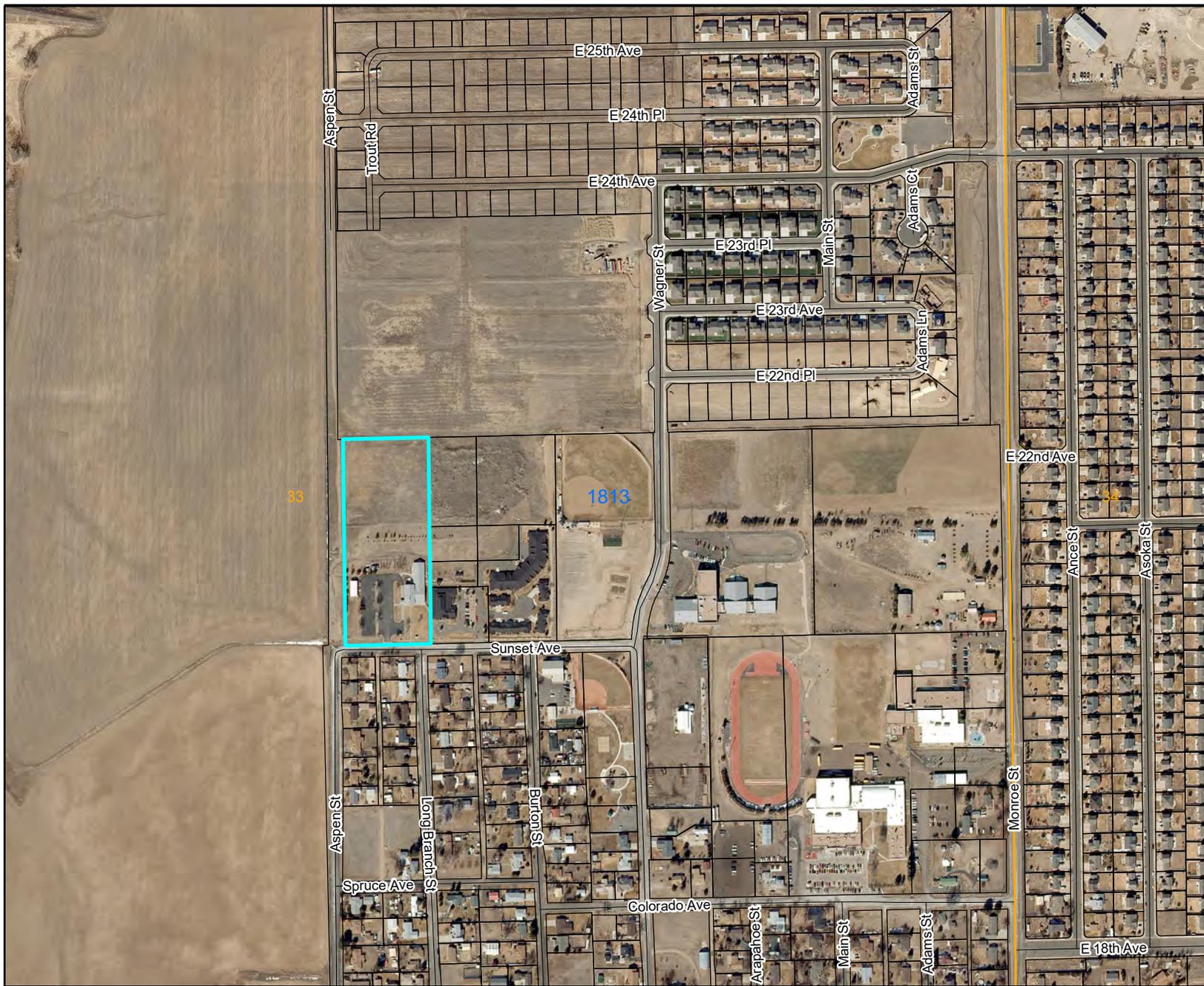
Century Link, Inc.

Colorado Division of Wildlife

Comcast

Strasburg Parks and Recreation District

Strasburg School District 31J



**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)

**Case Name: Strasburg Community Church Rezone**

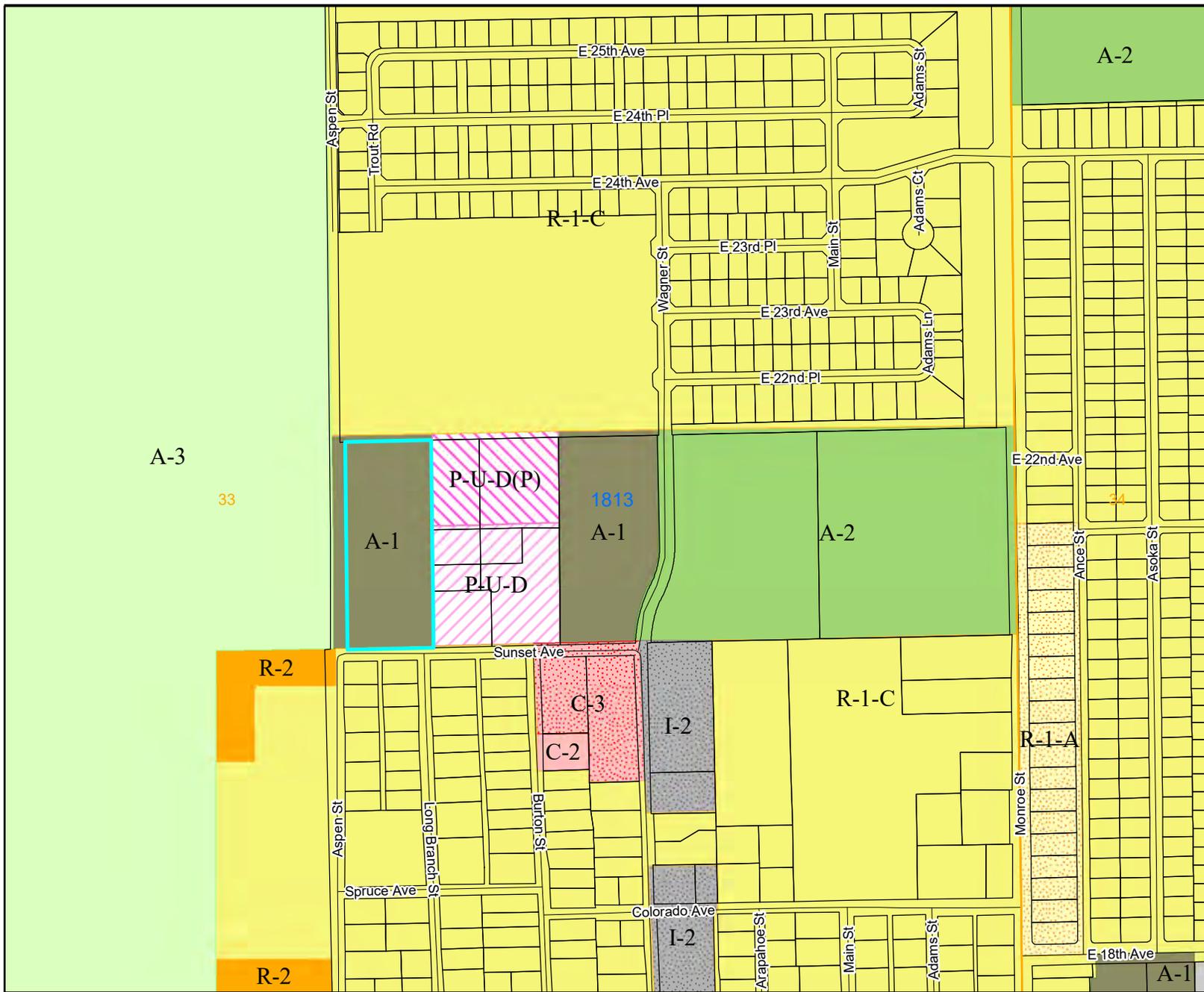
**Case Number: RCU2019-00054**



For display purposes only.



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



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- P-U-D
- P-U-D(P)

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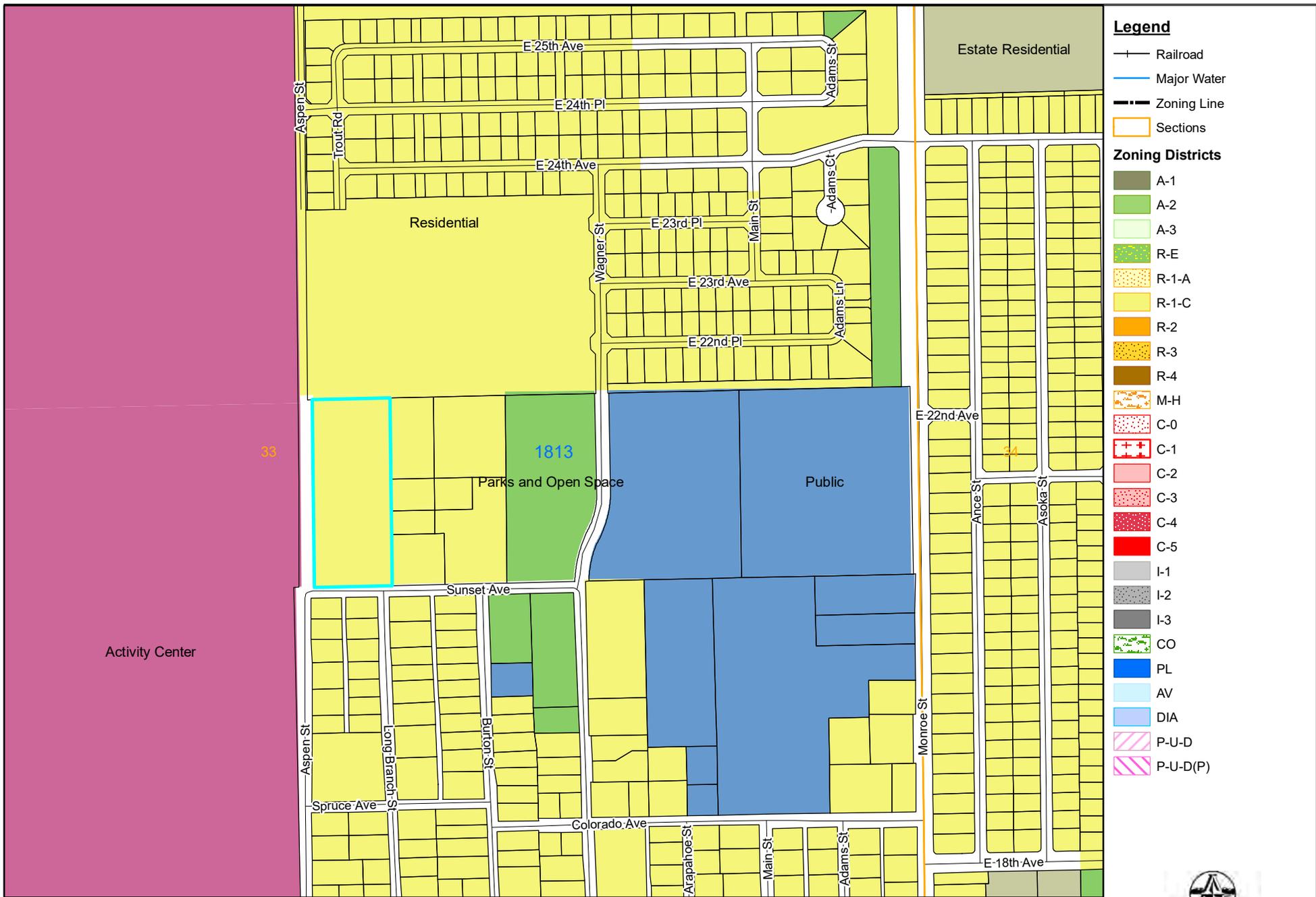
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- C-4
- C-5
- I-1
- I-2
- I-3
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- DIA
- P-U-D
- P-U-D(P)



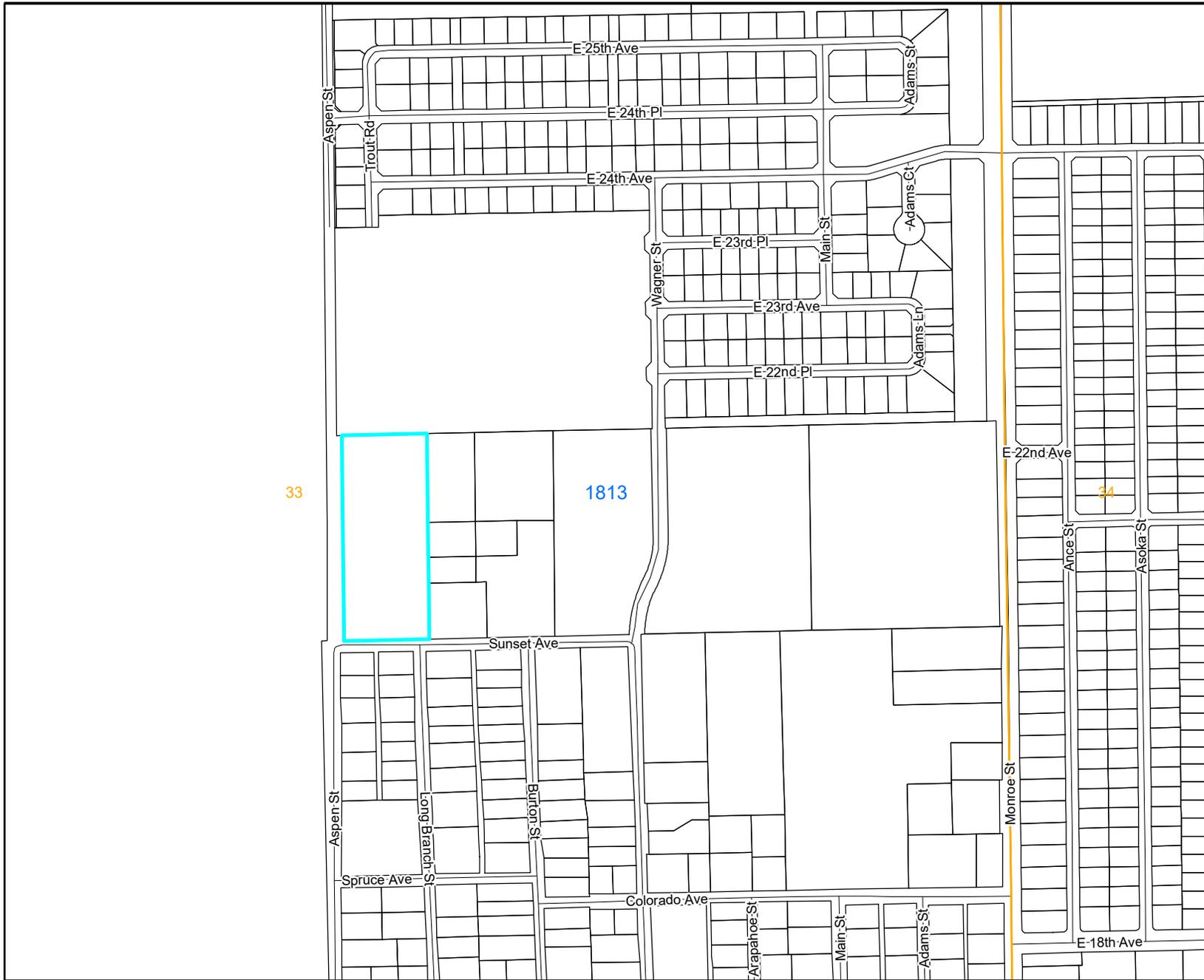
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**Case Number: RCU2019-00054**



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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)

**Case Name: Strasburg Community Church Rezone**

**Case Number: RCU2019-00054**



For display purposes only.



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



October 29, 2019

Holden Pederson  
Adams County, Colorado  
Community and Economic Development  
4430 S. Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601

**RE: *Strasburg Community Church – Rezoning Project Statement***

Dear Mr. Pederson,

**Project Description**

Strasburg Community Church (the “owner”) wishes to rezone the 6.44-acre parcel of land located at 56155 Sunset Avenue, Strasburg CO or more specifically, Lot 1, Englebrecht Subdivision Filing No. 1, Adams County, State of Colorado (the “Site”). The proposed rezoning application will change the currently designated as Agriculture-1 (A-1) zoning to Commerical-0 (C-0) to allow an elementary school use inside an existing place of worship (church). A “Place of Worship” and “Private Primary and Secondary Schools” are allowed within the C-0 zoning.

The owner believes that there is a great need and high demand for additional school capacity in the community of Strasburg. Recent single family home development in the area has increased the number of the students in the public school system. The owner believes that adding a school to their existing facility will help the community. The owner wishes to rezone their property to allow for the school use and provide an opportunity for future school development on their property. In regards to future development not proposed with this application the owner proposes the following variances to the C-0 zoning designation being approved with this application to facilitate the construction of a future school building on the north end of the property.

**Variances to Criteria**

- Proposed allowable building height for future school development: 35’
- Proposed allowable gross square footage for future school development: 20,000 SF

This property is located in the Urban Residential long range planning category. The Adams County Comprehensive Plan indicates that this long range planning category can support neighborhood commercial uses designed to serve the needs of nearby residents. Adding a school use to the existing property will undoubtedly serve the needs of nearby residents within the community. This project is assumed to be accordance with the definition for Urban Residential from the Comprehensive Plan (page 97): “Urban residential areas are designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. Urban residential areas may include supporting neighborhood commercial uses designed to serve the needs of nearby residents.”.

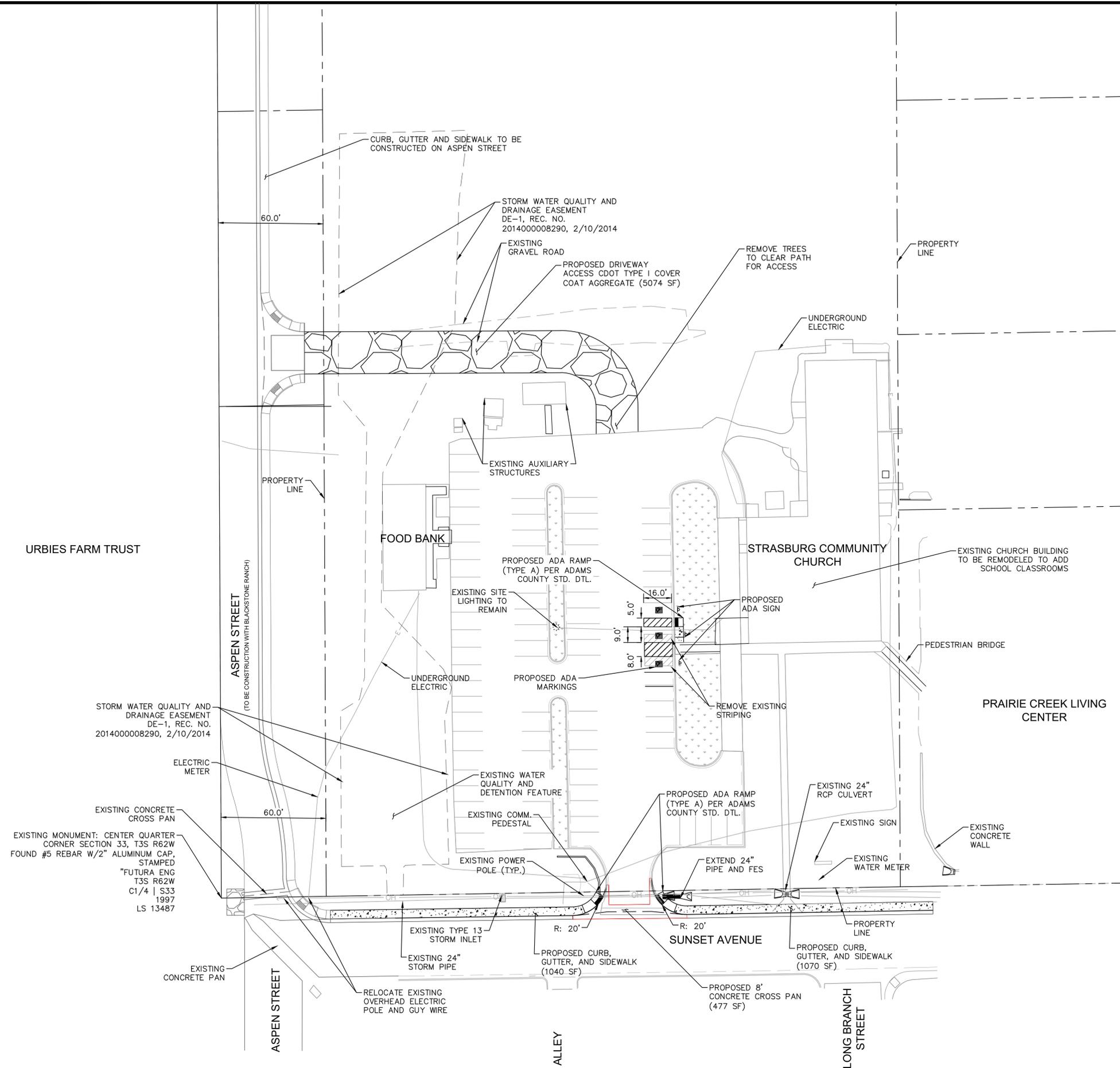
With this rezoning application, the church intends on creating a school within the existing structure that can accommodate up to 80 students. The project will modify the interior of the existing structure and add a driveway access connected to the proposed Aspen Street, being built as part of the Blackstone Ranch Filing No. 4 Subdivision. Additionally, curb, gutter and sidewalk will be added to the property frontage along Sunset Avenue. Please contact Kimley-Horn and Associates if you have any questions or need additional information in regard to this application.

Sincerely,



KIMLEY-HORN AND ASSOCIATES, INC.  
Eric Gunderson, P.E.  
Project Manager

K:\COS\_Civil\096900000\_Strasburg Church\CADD\PlanSheets\096900000\_SF.dwg Gundersen, Eric 10/29/2019 6:09 AM



**LEGEND**

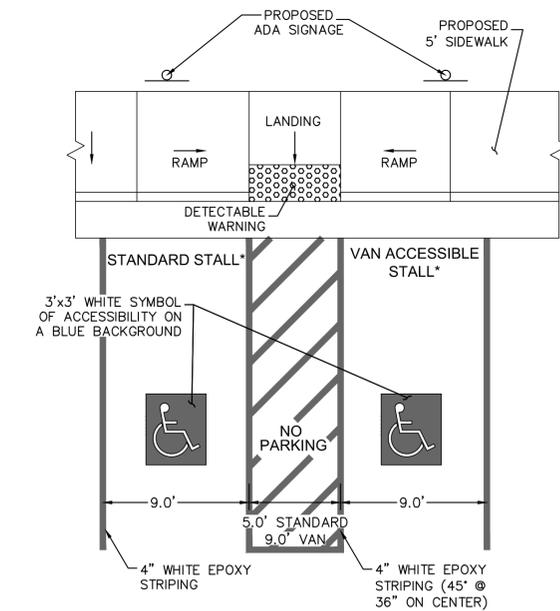
-  PROPOSED GRAVEL ACCESS (CDOT TYPE 1 COAT AGGREGATE)
-  PROPOSED CONCRETE SIDEWALK (4 INCH)
-  EXISTING LANDSCAPE AREA TO REMAIN

**PARKING INFORMATION**

	CRITERIA	REQUIRED	PROVIDED
EXISTING PARKING COUNT	PLACE OF WORSHIP (1 SPACE PER 5 SEATS)	200 SEATS/5= 40 SPACES	67
PROPOSED PARKING COUNT SCHOOL	1 PER CLASSROOM + 1 PER 300 SF ADMIN	10 CLASSROOMS +1 ADMIN= 11 SPACES	67
ADA SPACES	3 SPACES (1 VAN)	3 SPACES (1 VAN)	3 SPACES (1 VAN)
<b>TOTAL</b>		<b>51 (3 ADA)</b>	<b>68</b>

**ZONING**

EXISTING ZONING: A-1 (AGRICULTURE)  
 EXISTING USE: PLACE OF WORSHIP  
 EXISTING BUILDING HEIGHT: +/- 23.5' (EXCLUDES STEEPLE)  
 ALLOWABLE BUILDING HEIGHT: 25'  
 PROPOSED ZONING: C-0 (COMMERCIAL)  
 PROPOSED USES: PLACE OF WORSHIP, PRIVATE PRIMARY AND SECONDARY SCHOOL  
 PROPOSED BUILDING HEIGHT: NO CHANGE TO EXISTING BUILDING  
 PROPOSED VARIANCE BUILDING HEIGHT: 35' (FOR FUTURE EXPANSION)



**ACCESSIBLE PARKING DETAIL**

N.T.S.



**Kimley»Horn**  
 2019 KIMLEY-HORN AND ASSOCIATES, INC.  
 2 North Nevada Avenue Suite 300  
 Colorado Springs, Colorado 80903 (719) 453-0182

DESIGNED BY: KRK  
 DRAWN BY: KRK  
 CHECKED BY: EJJ  
 DATE: 10/25/2019

**STRASBURG COMMUNITY CHURCH**  
 STRASBURG, COLORADO  
 ZONING MAP AMENDMENT  
 SITE PLAN

**PRELIMINARY**  
 FOR REVIEW ONLY  
 NOT FOR CONSTRUCTION  
**Kimley»Horn**  
 Kimley-Horn and Associates, Inc.

PROJECT NO.  
096900000

SHEET  
**1**

NO.	REVISION	BY	DATE	APPR.



October 29, 2019

Holden Pederson  
Adams County, Colorado  
Community and Economic Development  
4430 S. Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601

**RE: *Strasburg Community Church – Neighborhood Meeting Summary***

Dear Mr. Pederson,

A neighborhood meeting was held at 6 PM on October 15, 2019 at the Strasburg Community Church located at 56155 Sunset Avenue in Strasburg, CO. The purpose of this meeting was to present the proposed rezone project to the public and get their feedback and comments.

Kimley-Horn worked with Adams County Planning Department to develop a Notice of Neighborhood Meeting mailer. Adams County Planning Department provided the list of neighbors that are located within 1000 feet of the parcel boundary and mailers were sent to all of these property owners. This mailer and list is attached to the end of this letter for reference.

Approximately 20 people attended the neighborhood meeting. Kimley-Horn presented the project and included a 24x36" concept site plan for review by the public. Kimley-Horn provided a sign in sheet and comment cards for neighbors to fill out. Jennifer Rutter from the Adams County Planning Department attended the meeting.

In general, people were very supportive of the project and wanted to see additional schools in the area. There were three formally written comments that were received and these are attached to the end of this letter. The primary concern that the public had was related to traffic and the speed that people drive today in the existing condition, along Sunset Avenue.

The public also asked about how the proposed circulation will work relative to pickup and dropoff times for the school. Kimley-Horn responded that the primary access will be off of Aspen Street and that the internal circulation patterns have not yet been determined.

The public asked who the school will be open to exactly, if it will be tuition based and when pre-enrollment will begin. The church responded that anyone in the public can apply to the school, there will be tuition and that pre-enrollment will begin in January/February of 2020.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.  
Eric Gunderson, P.E.  
Project Manager



### Development Team Review Comments

The following comments have been provided by reviewers of your land use application. At this time, a resubmittal of your application is required before this case is ready to be scheduled for public hearing.

To prepare your resubmittal, you will be expected to provide:

- A response to each comment with a description of the revisions and the page of the response on the site plan;
- Any revised plans or renderings; and
- A list identifying any additional changes made to the original submission other than those required by staff.

Resubmittal documents must be provided in person to the One-Stop Customer Service Center of the Community and Economic Development Department. The following items will be expected by our One-Stop Customer Service Center:

- One paper copy of all new materials
  - Paper copies shall not exceed 11"x17" (exception shall be made only for construction drawings or engineering plan review)
  - All paper copies shall be accompanied by the attached Resubmittal Form
- One digital copy of all new materials
  - All digital materials shall be in a single PDF document
  - The single PDF document shall be bookmarked
  - If a Subdivision Improvements Agreement, Legal Description, or Development Agreement is required, then an additional Microsoft Word version of these documents shall also be provided



## Re-submittal Form

Case Name/ Number: \_\_\_\_\_

Case Manager: \_\_\_\_\_

### Re-submitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement
- Other: \_\_\_\_\_

**\* All re-submittals must have this cover sheet and a cover letter addressing review comments.**

**Please note the re-submittal review period is 21 days.**

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: ~~Addressing, Building Safety, Neighborhood Services,~~

~~Engineering, Environmental, Parks, Planner, ROW, SIA Finance, SIA Attorney~~

**Commenting Division:** Development Services, Planning

**Resubmittal Required**

**Name of Reviewer:** Holden Pederson

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

PLN1: REQUEST

- a. Applicant is requesting a rezone to the C-0 zone district in order to permit “Places of Worship” and “Public or Private Primary and Secondary Schools” uses by right.
- b. Currently, there are two existing Conditional Use Permits that have been approved for the site. 35-89-ZCE approved a Conditional Use Permit for “Places of Worship” without an expiration date and RCU2014-00009 approved a Conditional Use Permit for the Strasburg Community Church food bank as an accessory use to the Strasburg Community Church with an expiration date of May, 2024.
- c. If this rezoning request is approved, the existing Strasburg Community Church as well as the existing food bank and the proposed school (considered accessory uses to the primary “Places of Worship” use) will be permitted in the zone district by right without the expiration dates associated with previous Conditional Use Permits.

PLN2: COMPREHENSIVE PLAN

- a. *Adams County Comprehensive Plan.* Site is designated with a future land use of Urban Residential. Per Imagine Adams County, “Urban residential areas are designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. Urban residential areas may include supporting neighborhood commercial uses designed to serve the needs of nearby residents.”
  - i. Primary uses include single and multi-family housing. Secondary uses include compatible uses such as neighborhood schools, community facilities, parks, open space, and limited commercial development.
  - ii. The purpose of this future land use category is to provide areas for a variety of housing types and to create and maintain healthy residential neighborhoods.
  - iii. The Criteria of Designation for this future land use category includes the following: Adequate urban services and transportation facilities; requires central water and sewer services; and avoid incompatible uses in residential neighborhoods.
- b. *Strasburg Plan.* Subject parcel is identified for residential development. Future Land Use within the Plan is designated as residential.
  - i. Goal: Facilities and Services. Given facilities and sewer constraints, ensure that adequate facilities and services, including utilities, schools, parks, public safety, and other necessary facilities and services are available at the time of development.

PLN3: SITE LOCATION / ZONING

- a. 56155 Sunset Avenue / 0181333101001
- b. Property is currently designated Agricultural-3 (A-3) zoning.

## PLN4: COMMENTS

1. Applicant has requested two Variances related to the maximum height and the maximum floor area per commercial use allowed by the C-0 zone district. These issues must be resolved prior to scheduling public hearings in order to ensure that a nonconforming situation will not be created if rezoning approval is granted by the Board of County Commissioners.
  - a. *Maximum height.* Applicant must confirm height of existing structure and whether the height will be increased as a result of this proposal. Please provide the height measured from the established grade elevation to the mean height level between eaves and ridges of the roof. Do not include Spires, towers, or similar accessory projections in calculating the height.
    - i. Definition of structure height (Chapter 11, Section 11-02-541): “The vertical distance from the established grade elevation to the highest point of the coping of a flat roof or the deck line of a mansard roof or the mean height level between eaves and ridges for gable, hip, or gambrel roofs. Chimneys, spires, towers, elevator penthouses, tanks, and similar accessory projections shall not be included in calculating the height unless specifically referred to.”
    - ii. If the existing structure height exceeds 25’, staff will determine whether approval of a separate Variance application will be required prior to scheduling public hearings for the Rezoning request, whether a condition of approval can be included with Rezoning approval that would require a future Variance application, or whether the structure can be considered legal nonconforming if the Rezone to C-0 is approved.
  - b. *Maximum floor area per commercial use.* “Places of Worship” and “Public or Private Primary and Secondary Schools” are considered institutional uses, not commercial uses; therefore, this regulation does not apply towards the applicant’s proposed uses.
    - i. Definition of commercial uses (Chapter 11, Section 11-02-113): “This use includes airports, landing strips and heliports; animal hospitals; automobile service stations; bed and breakfast establishments; campgrounds, commercial; communications towers, commercial; commercial retail; convenience retail stores; drive-in establishments; golf courses and driving ranges; heavy retail and heavy services; indoor commercial recreation/entertainment; kennels, commercial; lodging, commercial; massage business; off-premise advertising devices; offices; outdoor commercial recreation; parking lots, commercial; racing facilities; restaurants; services; sexually oriented business; and trade schools.”
    - ii. Existence of this regulation will help bolster the applicant’s case that the proposed Rezoning will meet the fourth Criteria of Approval for a Zoning Map Amendment (listed in Chapter 2, Section 2-02-15-06-02).
2. Applicant must confirm if the church will be expanded as a result of this project or if the existing building footprint will instead be repurposed to accommodate the school use.
3. Applicant must provide a Will Serve letter from the Strasburg Water and Sanitation District confirming that service can be provided for the three proposed uses: church, food bank, and school.

4. Upon receiving Rezoning approval from the Board of County Commissioners, applicant must apply for and be issued an approved Change in Use permit for the new use that will be brought on to the site. Review of the Change in Use permit is processed in the same manner as a building permit. Planner Review of the Change in Use permit will be contingent on compliance with the applicable parking, landscaping, zoning, and performance standard regulations.
5. If the Rezoning request is approved, Conditions of Approval will likely be included that relate to Tri-County Health Department's Food Service Plan Review requirement, Strasburg Fire Protection District's fire alarm and fire suppression system requirements, and the Colorado Department of Public Health and Environment's Water Quality Control Division requirements.

**Commenting Division:** Development Services, Engineering **Complete**  
**Name of Reviewer:** Greg Labrie  
**Email and Phone Number:** [GLabrie@adcogov.org](mailto:GLabrie@adcogov.org) / 720-523-6824

No comment.

**Commenting Division:** Development Services, Right-of-Way **Complete**  
**Name of Reviewer:** Marissa Hillje  
**Email and Phone Number:** [mhillje@adcogov.org](mailto:mhillje@adcogov.org) / 720-523-6837

No comment.

**Commenting Division:** Development Services, Addressing **Complete**  
**Name of Reviewer:** Marissa Hillje  
**Email and Phone Number:** [mhillje@adcogov.org](mailto:mhillje@adcogov.org) / 720-523-6837

No comment.

**Commenting Division:** Development Services, Environmental Analyst **Complete**  
**Name of Reviewer:** Katie Keefe  
**Email and Phone Number:** [KKeefe@adcogov.org](mailto:KKeefe@adcogov.org) / 720-523-6986

No comment.

**Commenting Division:** Parks and Open Space **Complete**  
**Name of Reviewer:** Aaron Clark  
**Email and Phone Number:** [AClark@adcogov.org](mailto:AClark@adcogov.org) / 720-523-8005

No comment.

**Commenting Division:** Development Services, Building and Safety **Complete**  
**Name of Reviewer:** Justin Blair  
**Email and Phone Number:** [jblair@adcogov.org](mailto:jblair@adcogov.org) / 720-523-6843

No comment.

# External Agency Referral Comments:

Re: Request for Comments: RCU2019-00054 Strasburg Community Church Rezone

**PC** Patrick Conroy <pconroy@stfd.org>  
To: Holden Pedersen

Reply Reply All Forward More

ⓘ If there are problems with this email message, click here for help or a web browser.

**Please be cautious. This email was sent from outside Adams County.**

With regards to RCU2019-00054 Strasburg Community Church Rezone I offer the following comments:

1. If a classroom(s) are constructed within the current building & they will be considered as accessory to a place of worship under Section 303.1.4 therefore will be classified as an A-3 occupancy.
2. Requirements for fire alarm and/or fire suppression systems shall be determined as required in the 2018 Edition of the International Existing Building Code.
3. If a new education facility is constructed on the property that is separate from the existing place of worship it shall not be considered as an accessory use and shall be evaluated based on its intended use and occupancy.

Fire department water supply and access shall be considered for any new buildings based on the requirements of the International Fire Code.

Patrick Conroy, CFEI  
ICC Certified Building Official  
ICC Certified Fire Marshal  
Colorado Fire Plans Examiner  
Fire Marshal  
Strasburg Fire Protection District  
Station: 303-622-4444  
Cell: 720-775-8515

RCU2019-000054

**BR** Brooks Kaufman <BKaufman@irea.coop>  
To: Holden Pedersen

Reply Reply All Forward More

**Please be cautious. This email was sent from outside Adams County.**

Dear Mr. Pedersen,

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, service requirements and environmental impact.

The Association has no comments at this time.

Respectfully,

Brooks Kaufman  
Intermountain Rural Electric Association  
Lands and Rights of Way Manager  
5496 N. US Hwy 85  
Sedalia, CO 80135  
Direct - 720.733.5493  
Cell - 303.912.0765  
bk Kaufman@irea.coop



Re: Request for Comments: RCU2019-00054 Strasburg Community Church Rezone

**SE** Fickett - CDPEH, Sean <sean.fickett@state.co.us>  
To: Holden Pedersen

Reply Reply All Forward More

ⓘ If there are problems with this email message, click here for help or a web browser.

**Please be cautious. This email was sent from outside Adams County.**

Good evening, Holden:

The Colorado Department of Public Health and Environment (CDPHE) appreciates the opportunity to comment on this proposal. Please note that the following requirements and recommendations are not intended to be an exhaustive list and it is ultimately the responsibility of the applicant to comply with all applicable rules and regulations. Please also note that CDPHE's failure to respond to any referrals should not be construed as a favorable response.

### Water Quality Control Division Comments

Insufficient information is presently available to determine whether the proposed use will result in the system meeting the definition of a public water system. If the system meets the definition of a public water system, the system must meet the requirements of Regulation #11 Colorado Primary Drinking Water Regulations. The system must receive approval of any sources, treatment, and potable water tanks prior to commencement of construction. In this case, the water system may be constructed and the existing infrastructure must be approved prior to commencement of operations. In addition, the system must receive approval from the Water Quality Control Division of a capacity assessment based on the requirements found within the New Public Water System Capacity Planning Manual. This approval must also be obtained prior to commencement of construction or in this case commencement of operations.

Insufficient information is also available to determine how the wastewater will be handled from the school and whether the system has the potential to generate greater than 2,000 gallons of domestic wastewater per day. If the system has the potential to generate greater than 2,000 gallons of domestic wastewater per day, the system must receive site location and design approval and a discharge permit from the Water Quality Control Division prior to commencement of construction or in this case, commencement of operations.

If you have any questions regarding water quality, please contact CDPHE's WQCD by emailing [cdphe.comments@cpdpeh.state.co.us](mailto:cdphe.comments@cpdpeh.state.co.us) or calling 303-692-3300.

Thank you,

Sean Fickett  
Emergy Liaison  
  
P 303.692.3662 | F 303.691.7702  
4300 Cherry Creek Drive South, Denver, CO 80246  
[sean.fickett@state.co.us](mailto:sean.fickett@state.co.us) | [www.colorado.gov/cdphe](http://www.colorado.gov/cdphe)  
Your feedback is important to us! Please let us know how I am doing.



December 6, 2019

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

RE: Strasburg Community Church Rezone, RCU2019-00054  
TCHD Case No. 5980

Dear Mr. Pederson,

Thank you for the opportunity to review and comment on the request to rezone from Agriculture-1 to Commercial-0 in order to allow an elementary school inside an existing place of worship located at 56155 Sunset 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.

**Food Service Plan Review**

TCHD reviews plans for new and remodeled retail food establishments, including school kitchens, to reduce the risk of food borne illnesses. Plans for all new and remodeled retail food establishments must be reviewed by TCHD for compliance with Colorado Food Code and approved by the Department before the start of construction. If a kitchen to serve the school is proposed, the applicant shall submit plans for the proposed food establishment to our Administration Office at 6162 S Willow Drive, Suite 100, Greenwood Village, along with the Plan Review Specification Packet found at <http://www.tchd.org/DocumentCenter/View/2094>. More information can be found at <http://www.tchd.org/246/Restaurants-Grocery>. We recommend a review of the plans by TCHD be completed before the County issues a building permit for the construction.

The applicant may call TCHD's Plan Review Hotline, at our Administrative Office at (303) 846-6230, regarding requirements for, and scheduling a plan review. Instructions for opening a retail food establishment can be found on line at TCHD's web site at <http://www.tchd.org/DocumentCenter/View/315>.

**Community design to support walking and bicycling**

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

Strasburg Community Church Rezone

December 6, 2019

Page 2 of 2

incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Safe Routes to School:

Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

Students needing to access the school are likely going to use Aspen Street and Long Branch Street to get to the school site. We recommend the applicant consider better and safer connectivity to the school site including safe pedestrian crossings at the corners of Sunset Avenue and Aspen Street, and Sunset Avenue and Long Branch Street. Any pedestrian improvement should be raised, striped, or otherwise denoted so that it is visible to drivers, thus slowing speeds and reducing the risk of pedestrian injury.

Please feel free to contact me at 720-200-1575 or [kboyer@tchd.org](mailto:kboyer@tchd.org) if you have any questions about TCHD's comments.

Sincerely,



Kathy Boyer, REHS  
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Dylan Garrison, TCHD



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: 303.571.3306  
Facsimile: 303.571.3284  
donna.l.george@xcelenergy.com

December 9, 2019

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

Attn: Holden Pederson

**Re: Strasburg Community Church Rezone, Case # RCU2019-00054**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Strasburg Community Church Rezone** and has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

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

**Public Referral Comments:**

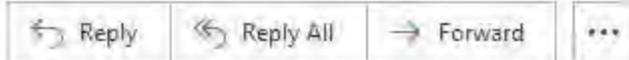
None received.

## Re: Request for Comments: RCU2019-00054 Strasburg Community Church Rezone



Patrick Conroy <pconroy@svfd8.org>

To: Holden Pederson



Fri 11/29/2019 9:36 PM

 If there are problems with how this message is displayed, click here to view it in a web browser.

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

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Fire department water supply and access shall be considered for any new buildings based on the requirements of the International Fire Code.

Patrick Conroy, CFEI  
ICC Certified Building Official  
ICC Certified Fire Marshal  
Colorado Fire Plans Examiner  
Fire Marshal  
Strasburg Fire Protection District  
Station: 303-622-4444  
Cell: 720-775-8515



December 6, 2019

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

RE: Strasburg Community Church Rezone, RCU2019-00054  
TCHD Case No. 5980

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Strasburg Community Church Rezone  
December 6, 2019  
Page 2 of 2

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*Safe Routes to School:*

Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

Students needing to access the school are likely going to use Aspen Street and Long Branch Street to get to the school site. We recommend the applicant consider better and safer connectivity to the school site including safe pedestrian crossings at the corners of Sunset Avenue and Aspen Street, and Sunset Avenue and Long Branch Street. Any pedestrian improvement should be raised, striped, or otherwise denoted so that it is visible to drivers, thus slowing speeds and reducing the risk of pedestrian injury.

Please feel free to contact me at 720-200-1575 or [kboyer@tchd.org](mailto:kboyer@tchd.org) if you have any questions about TCHD's comments.

Sincerely,

A handwritten signature in cursive script, appearing to read 'K Boyer', followed by a horizontal line.

Kathy Boyer, REHS  
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Dylan Garrison, TCHD



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

December 9, 2019

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

Attn: Holden Pederson

**Re: Strasburg Community Church Rezone, Case # RCU2019-00054**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Strasburg Community Church Rezone** and has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

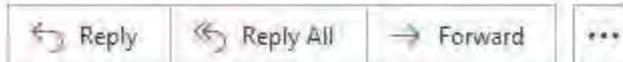
Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

RCU2019-000054



Brooks Kaufman <BKaufman@Irea.Coop>

To: Holden Pederson



Tue 12/10/2019 6:55 AM

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

Dear Mr. Pederson;

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, service requirements and environmental impact.

The Association has no comments at this time.

Respectfully

Brooks Kaufman  
Intermountain Rural Electric Association  
Lands and Rights of Way Manager  
5496 N. US Hwy 85  
Sedalia, CO 80135  
Direct : 720.733.5493  
Cell : 303.912.0765  
[bkaufman@irea.coop](mailto:bkaufman@irea.coop)

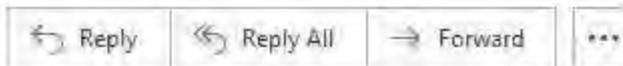


## Re: Request for Comments: RCU2019-00054 Strasburg Community Church Rezone



Hackett - CDPHE, Sean <sean.hackett@state.co.us>

To: Holden Pederson



Tue 12/10/2019 6:05 PM

 If there are problems with how this message is displayed, click here to view it in a web browser.

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

Good evening, Holden:

The Colorado Department of Public Health and Environment (CDPHE) appreciates the opportunity to comment on this proposal. Please note that the following requirements and recommendations are not intended to be an exhaustive list and it is ultimately the responsibility of the applicant to comply with all applicable rules and regulations. Please also note that CDPHE's failure to respond to any referrals should not be construed as a favorable response.

### Water Quality Control Division Comments

Insufficient information is presently available to determine whether the proposed use will result in the system meeting the definition of a public water system. If the system meets the definition of a public water system, the system must meet the requirements of Regulation #11 Colorado Primary Drinking Water Regulations. The system must receive approval of any sources, treatment, and potable water tanks prior to commencement of construction. In this case, the water system may be constructed and the existing infrastructure must be approved prior to commencement of operation. In addition, the system must receive approval from the Water Quality Control Division of a capacity assessment based on the requirements found within the New Public Water System Capacity Planning Manual. This approval must also be obtained prior to commencement of construction or in this case commencement of operations.

Insufficient information is also available to determine how the wastewater will be handled from the school and whether the system has the potential to generate greater than 2,000 gallons of domestic wastewater per day. If the system has the potential to generate greater than 2,000 gallons of domestic wastewater per day, the system must receive site location and design approval and a discharge permit from the Water Quality Control Division prior to commencement of construction or in this case, commencement of operations.

If you have any questions regarding water quality, please contact CDPHE's WQCD by emailing [cdphe.commentswqcd@state.co.us](mailto:cdphe.commentswqcd@state.co.us) or calling 303-692-3500.

Thank you,

Sean Hackett  
Energy Liaison



P 303.692.3662 | F 303.691.7702

[4300 Cherry Creek Drive South, Denver, CO 80246](https://www.colorado.gov/cdphe)

[sean.hackett@state.co.us](mailto:sean.hackett@state.co.us) | [www.colorado.gov/cdphe](http://www.colorado.gov/cdphe)

Your feedback is important to us! Please [let us know](#) how I am doing.

**STRASBURG SANITATION AND WATER DISTRICT**  
**56829 Colorado Ave.**  
**PO Box 596,**  
**Strasburg, CO 80136**  
**303-622-4443**

January 24, 2020

Strasburg Community Church  
Attn: Tim Strasser  
via email: tstrasser97@gmail.com

**Re: Request by Strasburg Community Church (“Church”) for Expansion of Water and Wastewater Service by Strasburg Sanitation and Water District (“District”)**

Mr. Strasser:

On December 12, 2019, Kimley-Horn delivered a request on behalf of the Church for two will-serve letters: (1) requesting the District provide expanded water and sewer service to the Church’s existing main building to facilitate Christian school operations within the existing building; and (2) requesting the District provide new water and sewer service to a proposed 20,000 square foot building. That request is enclosed as **Exhibit A** to this letter.

The District’s Board discussed the Church’s requests with you at its meeting on January 14, 2020. The District cannot provide a will-serve letter for the proposed 20,000 square foot building at this time. The District’s Board does agree to provide this will-serve letter limited to the Church’s plan to provide Christian school services within the existing main building.

As such, this letter confirms that the District will reserve capacity in its water and wastewater systems to serve the proposed expanded use on the Church’s property, subject to the conditions herein.

Conditions of service include:

1. The property owner must convey sufficient water rights to the District to serve the Church’s expanded use or pay a fee in lieu of the conveyance of water rights, at the District’s option, as required by the District’s Rules and Regulations.
2. Receipt of confirmation from the District’s engineer that the Church’s and the District’s existing water and wastewater infrastructure are adequate to support the expanded use.
3. Any new water and wastewater infrastructure that is proposed to be owned by the District must be conveyed to the District with all rights, warranties, easements, and documentation required by the District.
4. Expanded wastewater service is subject to any necessary consent from Eastern Adams County Metropolitan District.
5. The Church’s property must be within, and remain within, the District’s boundaries.

6. The property owner must pay all applicable District fees, costs, and charges, including but not limited to system development fees; tap fees; water resource charges; service fees; and reimbursements for District costs for evaluating, planning, designing, and permitting related to the expanded use.
7. All tenants, owners, and users of the property must adhere to all Rules and Regulations of the District.

The District's commitment to reserve capacity in its water and wastewater systems for the proposed expanded use expires on March 14, 2022, after which another request for expanded service must be made by the property owner.

Please feel free to contact our office if you have any questions.

Regards,

Tracy Griffin  
District Manager



## Request for Comments

Case Name: Strasburg Community Church Rezone  
Case Number: RCU2019-00054

November 18, 2019

The Adams County Planning Commission is requesting comments on the following application: **Rezoning to Commercial-0 (C-0) from Agriculture-1 (A-1) on approximately 6.44 acres.** This request is located at 56155 SUNSET AVE. The Assessor's Parcel Number is 0181333101001.

Applicant Information:

TIM STRASSER  
PO BOX 556  
STRASBURG, CO 80136

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 **12/11/2019** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [HPederson@adcogov.org](mailto:HPederson@adcogov.org).

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

Thank you for your review of this case.

Holden Pederson  
Planner I



October 29, 2019

Holden Pederson  
Adams County, Colorado  
Community and Economic Development  
4430 S. Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601

**RE: *Strasburg Community Church – Rezoning Project Statement***

Dear Mr. Pederson,

**Project Description**

Strasburg Community Church (the “owner”) wishes to rezone the 6.44-acre parcel of land located at 56155 Sunset Avenue, Strasburg CO or more specifically, Lot 1, Englebrecht Subdivision Filing No. 1, Adams County, State of Colorado (the “Site”). The proposed rezoning application will change the currently designated as Agriculture-1 (A-1) zoning to Commerical-0 (C-0) to allow an elementary school use inside an existing place of worship (church). A “Place of Worship” and “Private Primary and Secondary Schools” are allowed within the C-0 zoning.

The owner believes that there is a great need and high demand for additional school capacity in the community of Strasburg. Recent single family home development in the area has increased the number of the students in the public school system. The owner believes that adding a school to their existing facility will help the community. The owner wishes to rezone their property to allow for the school use and provide an opportunity for future school development on their property. In regards to future development not proposed with this application the owner proposes the following variances to the C-0 zoning designation being approved with this application to facilitate the construction of a future school building on the north end of the property.

**Variances to Criteria**

- Proposed allowable building height for future school development: 35’
- Proposed allowable gross square footage for future school development: 20,000 SF

This property is located in the Urban Residential long range planning category. The Adams County Comprehensive Plan indicates that this long range planning category can support neighborhood commercial uses designed to serve the needs of nearby residents. Adding a school use to the existing property will undoubtedly serve the needs of nearby residents within the community. This project is assumed to be accordance with the definition for Urban Residential from the Comprehensive Plan (page 97): “Urban residential areas are designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. Urban residential areas may include supporting neighborhood commercial uses designed to serve the needs of nearby residents.”.

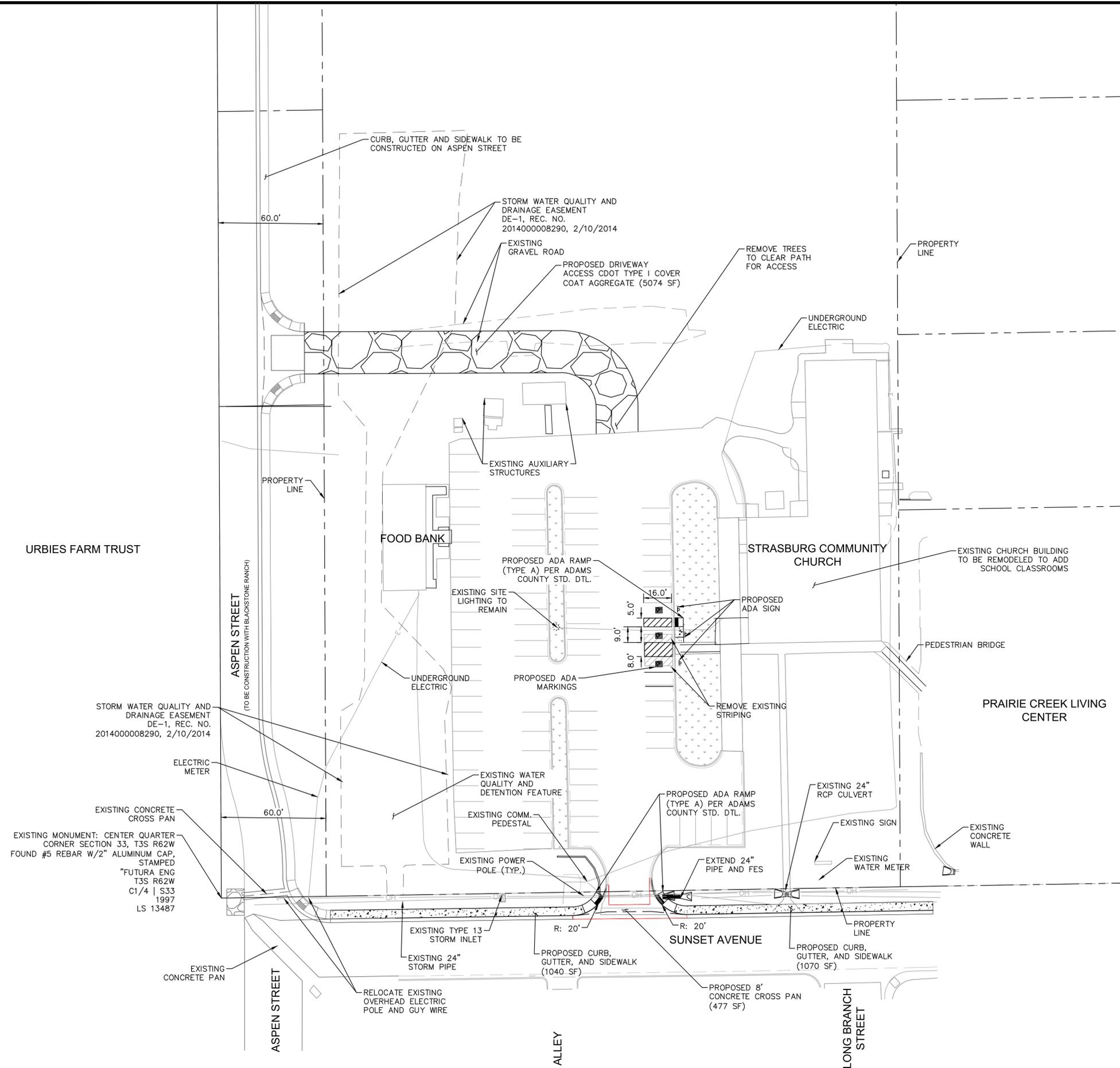
With this rezoning application, the church intends on creating a school within the existing structure that can accommodate up to 80 students. The project will modify the interior of the existing structure and add a driveway access connected to the proposed Aspen Street, being built as part of the Blackstone Ranch Filing No. 4 Subdivision. Additionally, curb, gutter and sidewalk will be added to the property frontage along Sunset Avenue. Please contact Kimley-Horn and Associates if you have any questions or need additional information in regard to this application.

Sincerely,

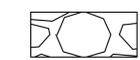
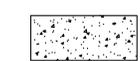


KIMLEY-HORN AND ASSOCIATES, INC.  
Eric Gunderson, P.E.  
Project Manager

K:\COS\_Civil\096900000\_Strasburg Church\CADD\PlanSheets\096900000\_SF.dwg Gundersen, Eric 10/29/2019 6:09 AM



**LEGEND**

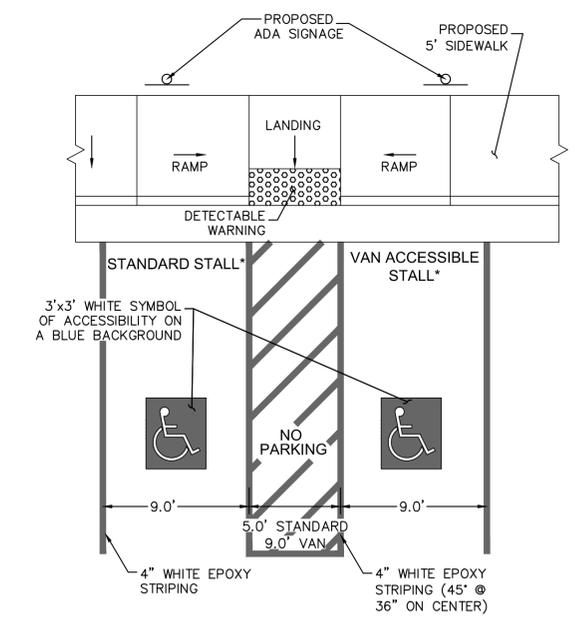
-  PROPOSED GRAVEL ACCESS (CDOT TYPE 1 COAT AGGREGATE)
-  PROPOSED CONCRETE SIDEWALK (4 INCH)
-  EXISTING LANDSCAPE AREA TO REMAIN

**PARKING INFORMATION**

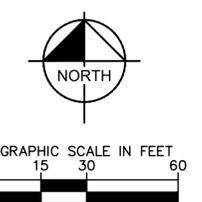
	CRITERIA	REQUIRED	PROVIDED
EXISTING PARKING COUNT	PLACE OF WORSHIP (1 SPACE PER 5 SEATS)	200 SEATS/5= 40 SPACES	67
PROPOSED PARKING COUNT SCHOOL	1 PER CLASSROOM + 1 PER 300 SF ADMIN	10 CLASSROOMS +1 ADMIN= 11 SPACES	67
ADA SPACES	3 SPACES (1 VAN)	3 SPACES (1 VAN)	3 SPACES (1 VAN)
<b>TOTAL</b>		<b>51 (3 ADA)</b>	<b>68</b>

**ZONING**

EXISTING ZONING: A-1 (AGRICULTURE)  
 EXISTING USE: PLACE OF WORSHIP  
 EXISTING BUILDING HEIGHT: +/- 23.5' (EXCLUDES STEEPLE)  
 ALLOWABLE BUILDING HEIGHT: 25'  
 PROPOSED ZONING: C-0 (COMMERCIAL)  
 PROPOSED USES: PLACE OF WORSHIP, PRIVATE PRIMARY AND SECONDARY SCHOOL  
 PROPOSED BUILDING HEIGHT: NO CHANGE TO EXISTING BUILDING  
 PROPOSED VARIANCE BUILDING HEIGHT: 35' (FOR FUTURE EXPANSION)



**ACCESSIBLE PARKING DETAIL**  
N.T.S.



**Kimley»Horn**  
 2019 KIMLEY-HORN AND ASSOCIATES, INC.  
 2 North Nevada Avenue Suite 300  
 Colorado Springs, Colorado 80903 (719) 453-0182

**STRASBURG COMMUNITY CHURCH**  
 STRASBURG, COLORADO  
 ZONING MAP AMENDMENT  
 SITE PLAN

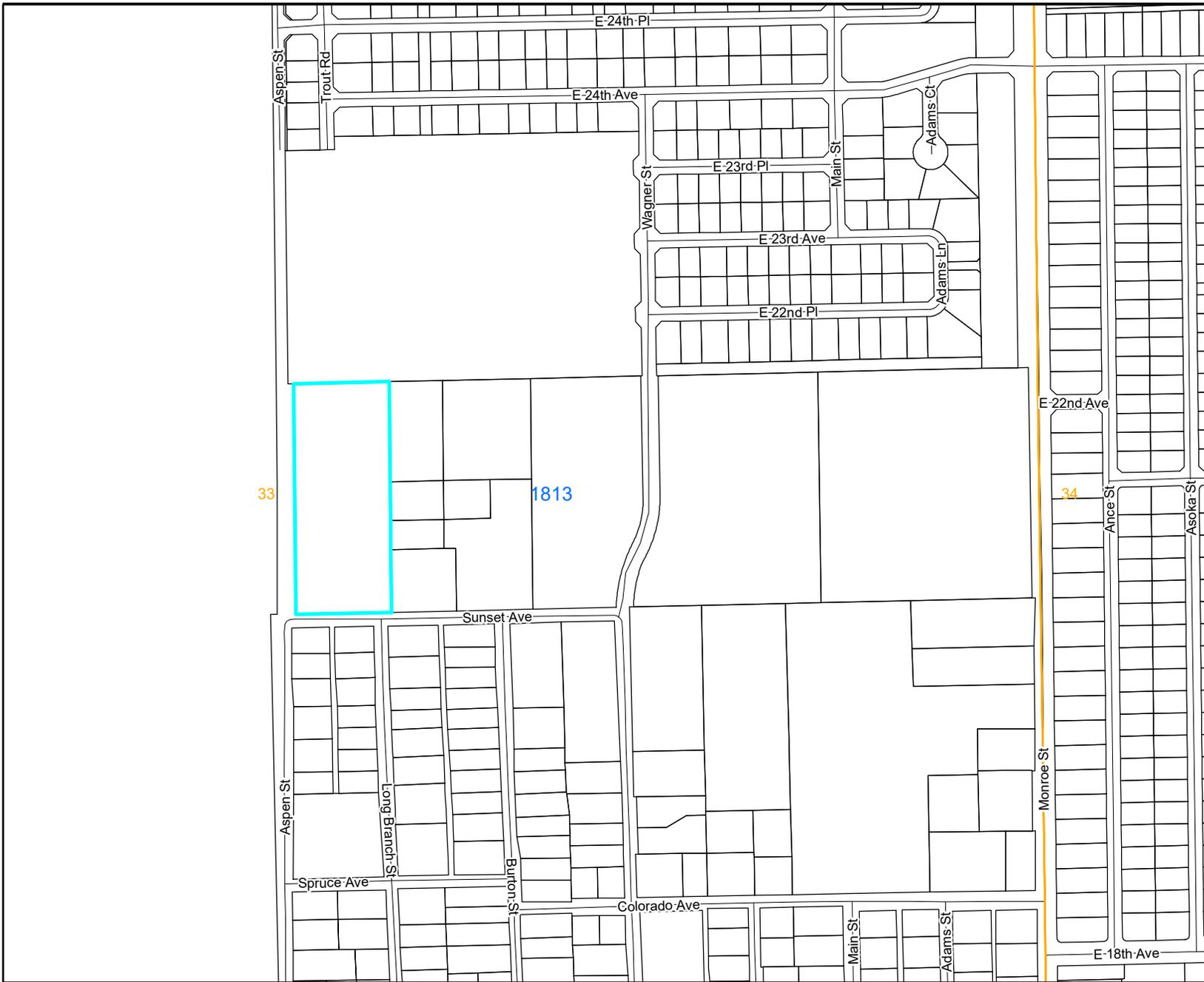
NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: KRK  
 DRAWN BY: KRK  
 CHECKED BY: EJJ  
 DATE: 10/25/2019

**PRELIMINARY**  
 FOR REVIEW ONLY  
 NOT FOR CONSTRUCTION

**Kimley»Horn**  
 Kimley-Horn and Associates, Inc.

PROJECT NO. 096900000  
 SHEET 1



**Legend**

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

**Strasburg Community Church Rezone**

**Case Number: RCU2019-00054**



For display purposes only.



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



## Public Hearing Notification

Case Name:	Strasburg Community Church Rezone
Case Number:	RCU2019-00054
Board of County Commissioners Hearing Date:	5/5/2020 at 9:30 a.m.

March 25, 2020

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request:

**Rezoning to Commercial-0 (C-0) from Agriculture-1 (A-1) on approximately 6.44 acres.**

The proposed use will be Commercial. This request is located at 56155 SUNSET AVE on undetermined parcel size.

The Assessor's Parcel Number(s) 0181333101001

Applicant Information:

TIM STRASSER  
PO BOX 556  
STRASBURG, CO 80136

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. The meeting will be held virtually using the Zoom video conferencing software and members of the public will be able to submit comments prior to the start of the public hearing that will then be entered into the record. For instructions on how to access the public hearing via telephone or internet, please visit <http://www.adcogov.org/bocc> for up to date information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Holden Pederson  
Planner I

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

# **PUBLICATION REQUEST**

## **Strasburg Community Church Rezone**

**Case Number:** RCU2019-00054

**Board of County Commissioners Hearing Date:** 5/5/2020 at 9:30 a.m.

**Request:** Rezoning to Commercial-0 (C-0) from Agriculture-1 (A-1) on approximately 6.44 acres.

**Location:** 56155 SUNSET AVE

**Parcel Number:** 0181333101001

**Case Manager:** Holden Pederson

**Applicant:** TIM STRASSER 303-947-8931  
PO BOX 556  
STRASBURG, CO 80136

**Owner:** STRASBURG COMMUNITY CHURCH  
PO BOX 556  
STRASBURG, CO 80136

**Representative:**

Sub: Englebrecht Subd Filing No 1 Lot: 1

**Legal Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Referral Listing  
Case Number RCU2019-00054  
Strasburg Community Church Rezone

Agency	Contact Information
Adams County Attorney's Office	Christine Fitch CFitch@adcogov.org 4430 S Adams County Pkwy Brighton CO 80601 720-523-6352
Adams County CEDD Development Services Engineer	Devt. Services Engineering 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6800
Adams County CEDD Environmental Services Division	Katie Keefe 4430 S Adams County Pkwy Brighton CO 80601 720-523-6986 kkeefe@adcogov.org
Adams County CEDD Right-of-Way	Marissa Hillje 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6837 mhillje@adcogov.org
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Parks and Open Space Department	Aaron Clark mpedrussi@adcogov.org (303) 637-8005 aclark@adcogov.org
Adams County Sheriff's Office: SO-HQ	Rick Reigenborn (303) 654-1850 rreigenborn@adcogov.org
Adams County Sheriff's Office: SO-SUB	-- 303-655-3283 CommunityConnections@adcogov.org
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 sean.hackett@state.co.us

303.691.7702

Agency

Contact Information

---

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
CDPHE - WATER QUALITY PROTECTION SECT	Patrick Pfaltzgraff 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER CO 80246-1530 303-692-3509 patrick.j.pfaltzgraff@state.co.us
CDPHE SOLID WASTE UNIT	Andy Todd 4300 CHERRY CREEK DR SOUTH HMWMD-CP-B2 DENVER CO 80246-1530 303.691.4049 Andrew.Todd@state.co.us
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLORADO DIVISION OF WILDLIFE	Matt Martinez 6060 BROADWAY DENVER CO 80216-1000 303-291-7526 matt.martinez@state.co.us
COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com

Agency

Contact Information

---

IREA

Brooks Kaufman  
PO Box Drawer A  
5496 North US Hwy 85  
Sedalia CO 80135  
303-688-3100 x105  
bkaufman@intermountain-rea.com

NS - Code Compliance

Gail Moon  
gmoon@adcogov.org  
720.523.6833  
gmoon@adcogov.org

STRASBURG FIRE PROTECTION DIST #8

GERRI VENTURA  
PO BOX 911  
STRASBURG CO 80136  
303-622-4814  
gventura@svfd8.org

STRASBURG PARKS AND REC DIST.

Angie Graf  
P.O. BOX 118  
STRASBURG CO 80136  
(303) 622-4260  
angie@strasburgparks.org

STRASBURG SCHOOL DISTRICT 31J

Monica Johnson  
56729 E Colorado Ave  
STRASBURG CO 80136  
303-622-9211  
mjohnson@strasburg31j.org

Strasburg Water & Sanitation Dist

Tracy Griffin  
PO Box 596  
Strasburg CO 80136  
303-622-4443  
strawaternsan@tds.net

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 DEPARTMENT

Sheila Lynch  
6162 S WILLOW DR, SUITE 100  
GREENWOOD VILLAGE CO 80111  
720-200-1571  
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health  
landuse@tchd.org  
.

Xcel Energy

Donna George  
1123 W 3rd Ave  
DENVER CO 80223  
303-571-3306  
Donna.L.George@xcelenergy.com

BLACKSTONE RANCH HOMEOWNERS ASSOCIATION  
100 SAINT PAUL ST STE 300  
DENVER CO 80206-5136

GOLDSBERRY CHRIS AND  
WAILES JONATHAN  
1834 LONG BRANCH ST  
STRASBURG CO 80136-7801

BLACKSTONE RANCH HOMEOWNERS ASSOCIATION  
100 SAINT PAUL ST STE 300  
DENVER CO 80206-5107

HEATH BRYAN AND  
HEATH GLENNA  
1905 LONG BRANCH ST  
STRASBURG CO 80136-7831

BOYLES LANDON  
1914 LONG BRANCH ST  
STRASBURG CO 80136-7830

HEMPHILL CHARLENE A  
PO BOX 371  
STRASBURG CO 80136-0371

BURRIER MARTY L  
PO BOX 92  
STRASBURG CO 80136-0092

HIGGINS WILLIAM H AND  
HIGGINS RAMONA L  
PO BOX 33  
STRASBURG CO 80136-0033

COOK GLADYS L  
PO BOX 127  
STRASBURG CO 80136-0127

HOBBS CHARLES  
2220 BILLINGS ST APT 4  
AURORA CO 80011-4259

DALTON RANDY L  
1923 BARTON STREET  
STRASBURG CO 80136

INTELLIGENT DESIGNS 2000 CORPORATION INC  
14509 E 33RD PL STE E  
AURORA CO 80011-1221

DELANEY STEPHEN E AND  
DELANEY LORI A  
PO BOX 894  
STRASBURG CO 80136-0894

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION  
PO DRAWER A  
SEDALIA CO 80135

EASTERN SLOPE HOUSING  
56175 SUNSET AVE  
STRASBURG CO 80136-0557

LEWIS CLYDE E AND LEWIS MARY A  
PO BOX 141  
STRASBURG CO 80136

FRISBY KARL  
2290 WAGNER ST  
STRASBURG CO 80135

MCCAMMOND DEBRA A  
1984 LONG BRANCH ST  
STRASBURG CO 80136-7830

FURSTENAU RANDY U AND  
FURSTENAU KAREN R  
PO BOX 123  
STRASBURG CO 80136-0123

MELLON HARRY O III  
1875 LONG BRANCH ST  
STRASBURG CO 80136-7802

MIDDLEMIST GERALDINE K  
PO BOX 828  
STRASBURG CO 80136-0828

TANGEMAN KAREN K AND  
TANGEMAN ALAN  
PO BOX 532  
STRASBURG CO 80136

OAKLEY SHANNON  
PO BOX 368  
STRASBURG CO 80136-0368

THILMONY ROBERT D AND  
THILMONY SHERRI C  
2190 WAGNER ST  
STRASBURG CO 80136-7547

PAULSCORP LLC  
100 SAINT PAUL ST STE 300  
DENVER CO 80206-5107

TREXLER TIMOTHY M  
PO BOX 307  
STRASBURG CO 80136-0307

RICHARDSON DAVID B AND  
RICHARDSON JENNIFER  
PO BOX 398  
STRASBURG CO 80136

TURNER GARY L AND TURNER RUTH E TRUSTEES  
OF THE TURNER FAMILY TRUST  
PO BOX 505  
STRASBURG CO 80136-0505

ROY GERALDINE MAE  
PO BOX 205  
STRASBURG CO 80136-0205

URBIES FARM TRUST  
PO BOX 115  
ILIFF CO 80736-0115

SCHWAB DAN B AND  
SCHWAB JERI M  
1884 LONG BRANCH ST  
STRASBURG CO 80136-7801

BRONSON MARK R AND  
BRONSON COLLEEN A  
OR CURRENT RESIDENT  
1922 BURTON ST  
STRASBURG CO 80136-7826

STRASBURG COMMUNITY CHURCH  
PO BOX 556  
STRASBURG CO 80136

CHESMORE KIM  
OR CURRENT RESIDENT  
1893 BURTON ST  
STRASBURG CO 80136-7825

STRASBURG METROPOLITAN PARKS AND  
RECREATION DIRSTRICKT  
1932 BURTON ST  
STRASBURG CO 80136

COZZA MARGARET  
OR CURRENT RESIDENT  
1873 BURTON ST  
STRASBURG CO 80136

STRASBURG SANITATION AND WATER DISTRICT  
56829 COLORADO AVE /PO BOX 596  
STRASBURG CO 80136

DAVIS MATTHEW JAMES AND  
DAVIS CHELSIE RAE  
OR CURRENT RESIDENT  
1864 LONGBRANCH ST  
STRASBURG CO 80136-7801

STRASBURG SCHOOL DISTRICT 31J  
PO BOX 207  
STRASBURG CO 80136

EASTERN SLOPE HOUSING  
OR CURRENT RESIDENT  
56175 SUNSET AVE  
STRASBURG CO 80136-0557

FELLIN HELEN M AND  
FELLIN STEVEN  
OR CURRENT RESIDENT  
56358 SPRUCE ST  
STRASBURG CO 80136-7820

MC CONNELL ROBERT L AND  
MC CONNELL JEANETTE V J  
OR CURRENT RESIDENT  
1786 ASPEN ST  
STRASBURG CO 80136-7706

GARRISON BENJAMIN C AND  
GARRISON JUANITA J  
OR CURRENT RESIDENT  
1852 BURTON ST  
STRASBURG CO 80136-7826

MOREHEAD GARY I AND  
MOREHEAD DIANA L  
OR CURRENT RESIDENT  
56352 SUNSET AVE  
STRASBURG CO 80136

HALE HADLEY DAVID AND  
HALE STACEY NICOLE  
OR CURRENT RESIDENT  
1946 ASPEN ST  
STRASBURG CO 80136-7827

PASTORI EDWARD H AND  
PASTORI CHRISTINA L  
OR CURRENT RESIDENT  
1883 BURTON ST  
STRASBURG CO 80136

HANENBURG RICHARD E  
OR CURRENT RESIDENT  
1832 BURTON ST  
STRASBURG CO 80136-7826

PELZ GREGORY J AND  
PELZ IVORGENE  
OR CURRENT RESIDENT  
1913 BURTON ST  
STRASBURG CO 80136-7825

HICKLIN ROBBIE J AND  
HICKLIN SIMMONE J  
OR CURRENT RESIDENT  
1872 BURTON ST  
STRASBURG CO 80136-7826

PREVO JON ERIC AND  
PREVO JOEY D ANNE  
OR CURRENT RESIDENT  
1885 LONGBRANCH ST  
STRASBURG CO 80136-7802

HILL ANTHONY PAYNE AND  
HILL MIRANDA LYNNE  
OR CURRENT RESIDENT  
1892 BURTON ST  
STRASBURG CO 80136-7826

RIES IRINA ANATOLYVANIA  
RIES KYLE AARON  
OR CURRENT RESIDENT  
1963 BURTON ST  
STRASBURG CO 80136-7806

HOHNHOLT DENNIS K AND  
HOHNHOLT JUDITH M  
OR CURRENT RESIDENT  
1986 ASPEN ST  
STRASBURG CO 80136

SAUCEDO-GARCIA CRISTINA MAGALY  
OR CURRENT RESIDENT  
1882 BURTON ST  
STRASBURG CO 80136-7826

JANISH JOSHUA  
OR CURRENT RESIDENT  
1966 ASPEN STREET  
STRASBURG CO 80136-0251

STRASBURG METROPOLITAN RECREATION  
DISTRICT  
OR CURRENT RESIDENT  
1861 WAGNER ST  
STRASBURG CO 80136-7723

KAUFFMAN LEE ROY E AND KAUFFMAN SHIRLEY M AND  
KAUFFMAN MICHAEL AND KAUFFMAN GREGORY  
OR CURRENT RESIDENT  
1934 LONGBRANCH ST  
STRASBURG CO 80136-7830

VAN CLEAVE THOMAS L AND  
VAN CLEAVE LA VONNE  
OR CURRENT RESIDENT  
1985 LONGBRANCH ST  
STRASBURG CO 80136-7831

MARINGO JOHN AND  
MARINGO SUE C  
OR CURRENT RESIDENT  
1806 ASPEN STREET  
STRASBURG CO 80136-7804

CURRENT RESIDENT  
2210 WAGNER ST  
STRASBURG CO 80136-7549

CURRENT RESIDENT  
1841 WAGNER ST  
STRASBURG CO 80136-7723

CURRENT RESIDENT  
1853 BURTON ST  
STRASBURG CO 80136-7825

CURRENT RESIDENT  
2100 WAGNER ST  
STRASBURG CO 80136-7726

CURRENT RESIDENT  
1926 ASPEN ST  
STRASBURG CO 80136-7827

CURRENT RESIDENT  
1884 LONGBRANCH ST  
STRASBURG CO 80136-7801

CURRENT RESIDENT  
1914 LONGBRANCH ST  
STRASBURG CO 80136-7830

CURRENT RESIDENT  
1815 LONGBRANCH ST  
STRASBURG CO 80136-7802

CURRENT RESIDENT  
1984 LONGBRANCH ST  
STRASBURG CO 80136-7830

CURRENT RESIDENT  
1875 LONGBRANCH ST  
STRASBURG CO 80136-7802

CURRENT RESIDENT  
1905 LONGBRANCH ST  
STRASBURG CO 80136-7831

CURRENT RESIDENT  
1886 ASPEN ST  
STRASBURG CO 80136-7804

CURRENT RESIDENT  
1965 LONGBRANCH ST  
STRASBURG CO 80136-7831

CURRENT RESIDENT  
1923 BURTON ST  
STRASBURG CO 80136-7806

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 1  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
1933 BURTON ST  
STRASBURG CO 80136-7806

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 10  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
1932 BURTON ST  
STRASBURG CO 80136-7814

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 11  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
1823 BURTON ST  
STRASBURG CO 80136-7825

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 12  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 13  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 8  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 14  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 9  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 15  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 17  
STRASBURG CO 80136-7840

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 16  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56210 E 20TH CT  
STRASBURG CO 80136-8102

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 2  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 3  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 4  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 5  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 6  
STRASBURG CO 80136-7833

CURRENT RESIDENT  
56175 SUNSET AVE UNIT 7  
STRASBURG CO 80136-7833

# CERTIFICATE OF POSTING



I, **Holden Pederson**, do hereby certify that I had the property posted at

**56155 Sunset Avenue**

on **April 20, 2020**

in accordance with the requirements of the Adams County Zoning Regulations

---

**Holden Pederson**

# Strasburg Community Church Rezone

RCU2019-00054

56155 Sunset Avenue

May 5, 2020

Board of County Commissioners Public Hearing  
Community and Economic Development Department  
Case Manager: Holden Pederson

# Request

- Rezoning:
  - 6.44 Acres
  - Current: Agriculture-1 (A-1)
  - Proposed: Commercial-0 (C-0)
- Purpose:
  - Permit a proposed new private elementary school by-right.

Aerial View

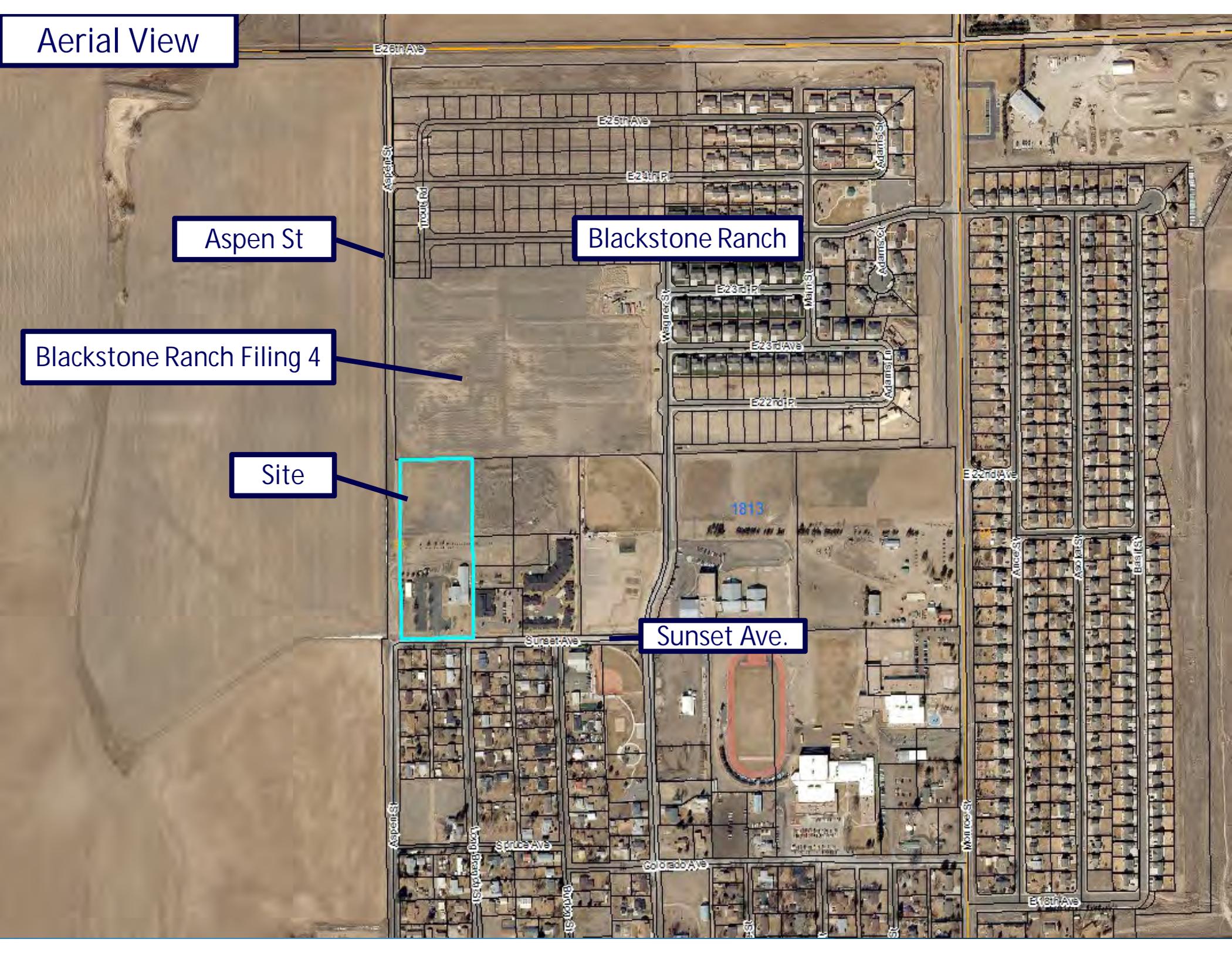
Aspen St

Blackstone Ranch Filing 4

Site

Blackstone Ranch

Sunset Ave.



# Aerial View

Site

Hemphill Middle School

Strasburg Elementary School

Prairie Creek Living Center

Strasburg Parks and Recreation District

Strasburg Community Park

Strasburg High School

Aspen St

Spruce Ave

Long Branch St

Sunset Ave

Turton St

Colorado Ave

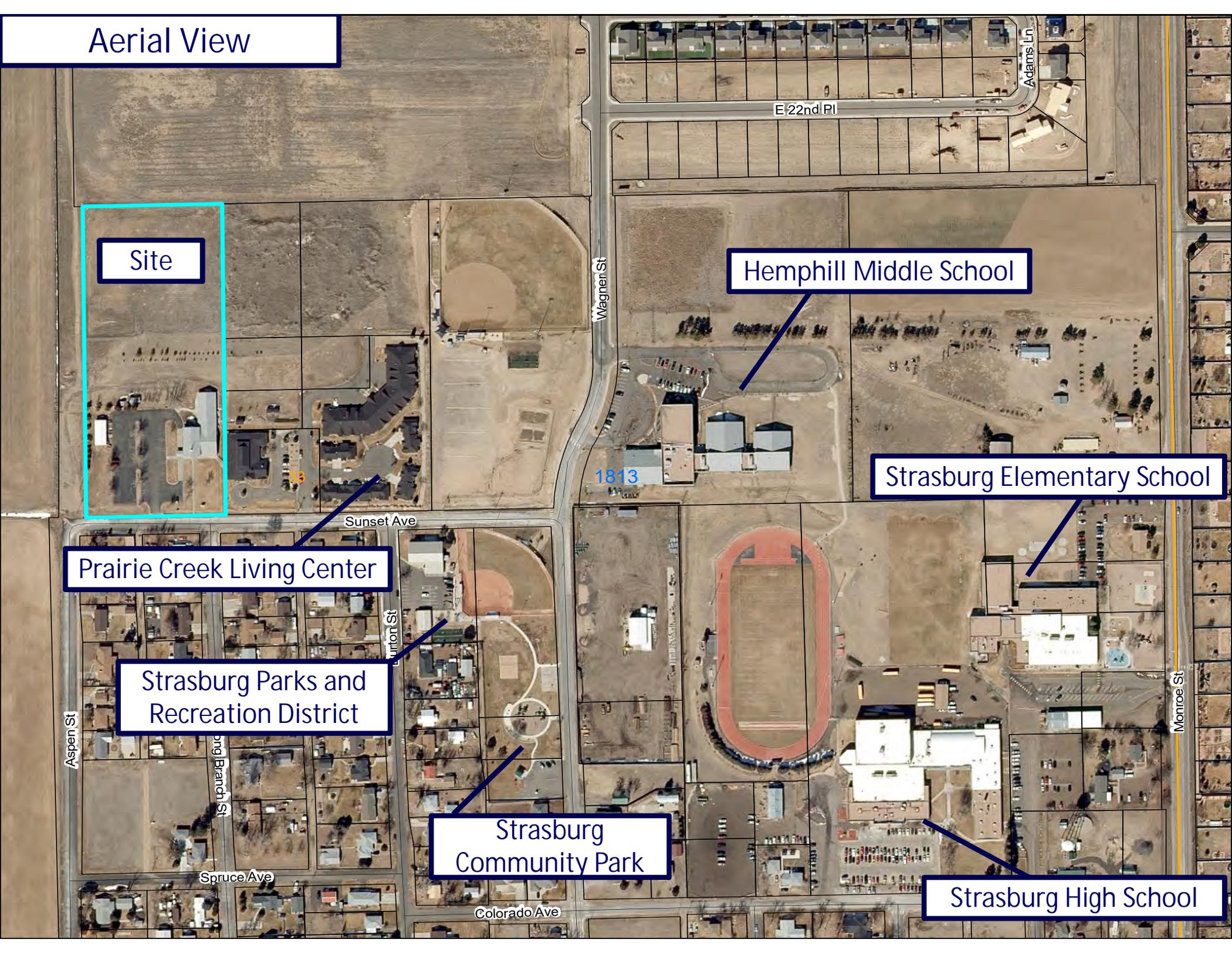
Wagner St

1813

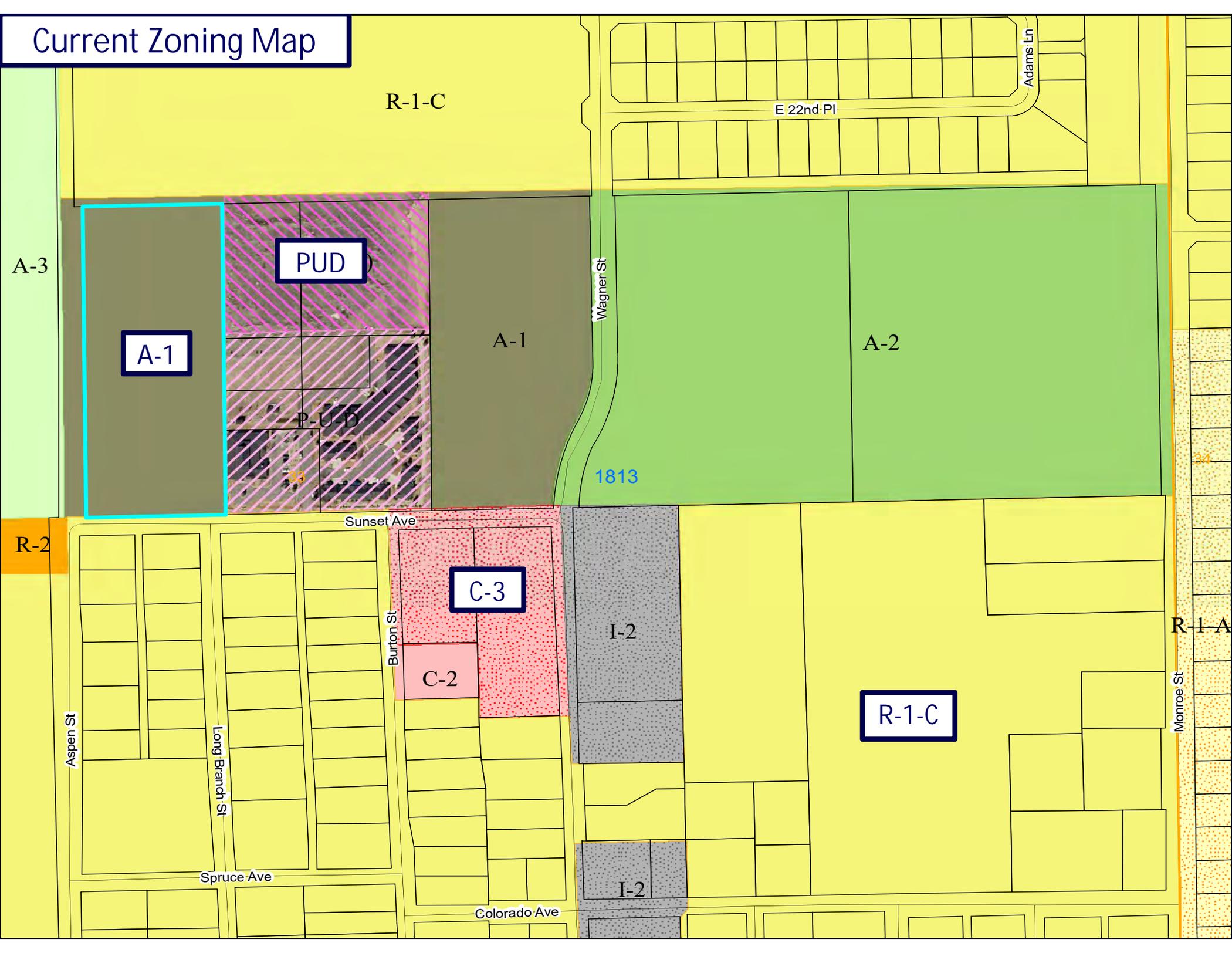
E 22nd Pl

Adams Ln

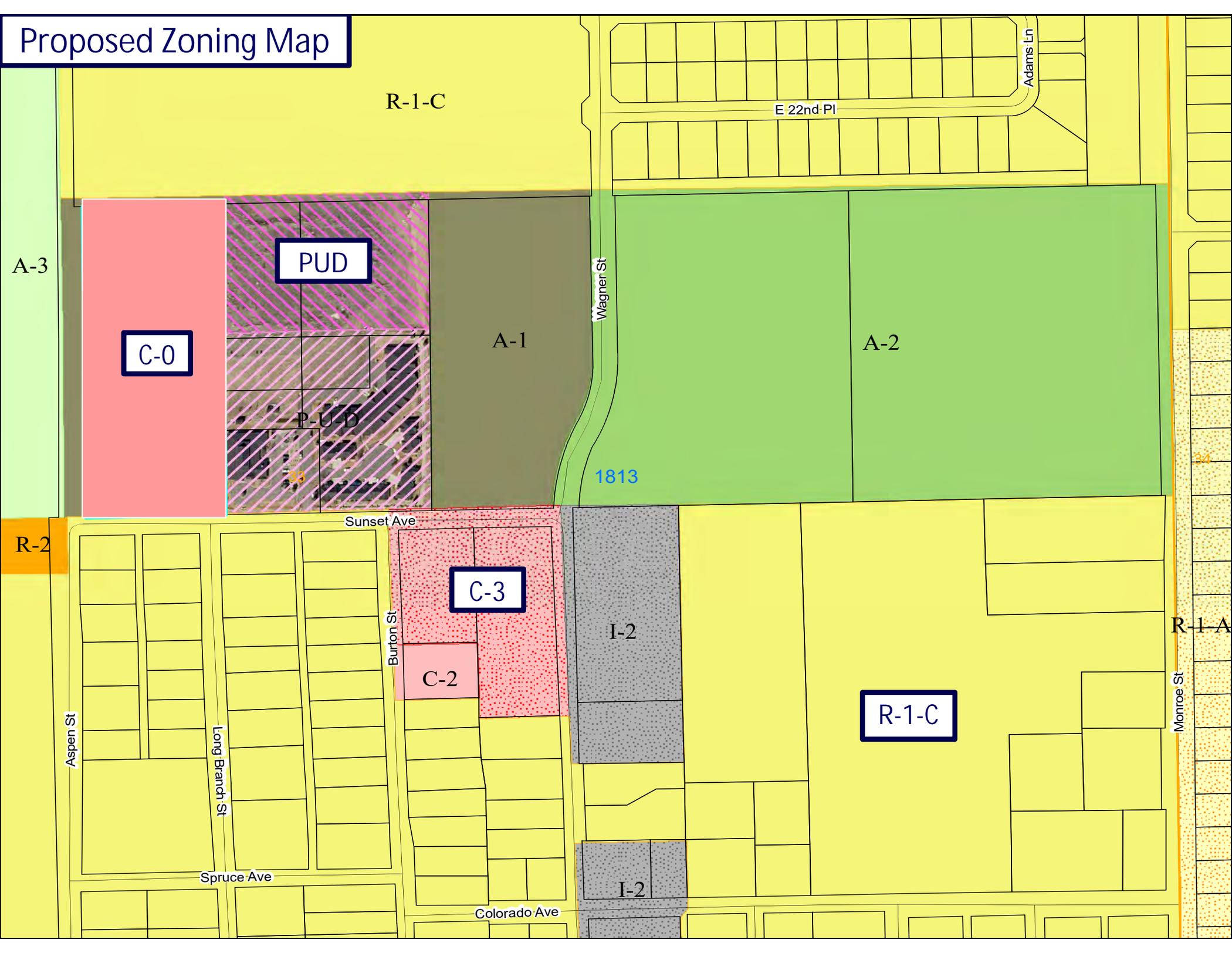
Monroe St



# Current Zoning Map



# Proposed Zoning Map



# Future Land Use Map

Urban Residential

Parks and Open Space

Public

33

1813

34

Activity Center

Aspen St

Long Branch St

Burton St

Spruce Ave

Colorado Ave

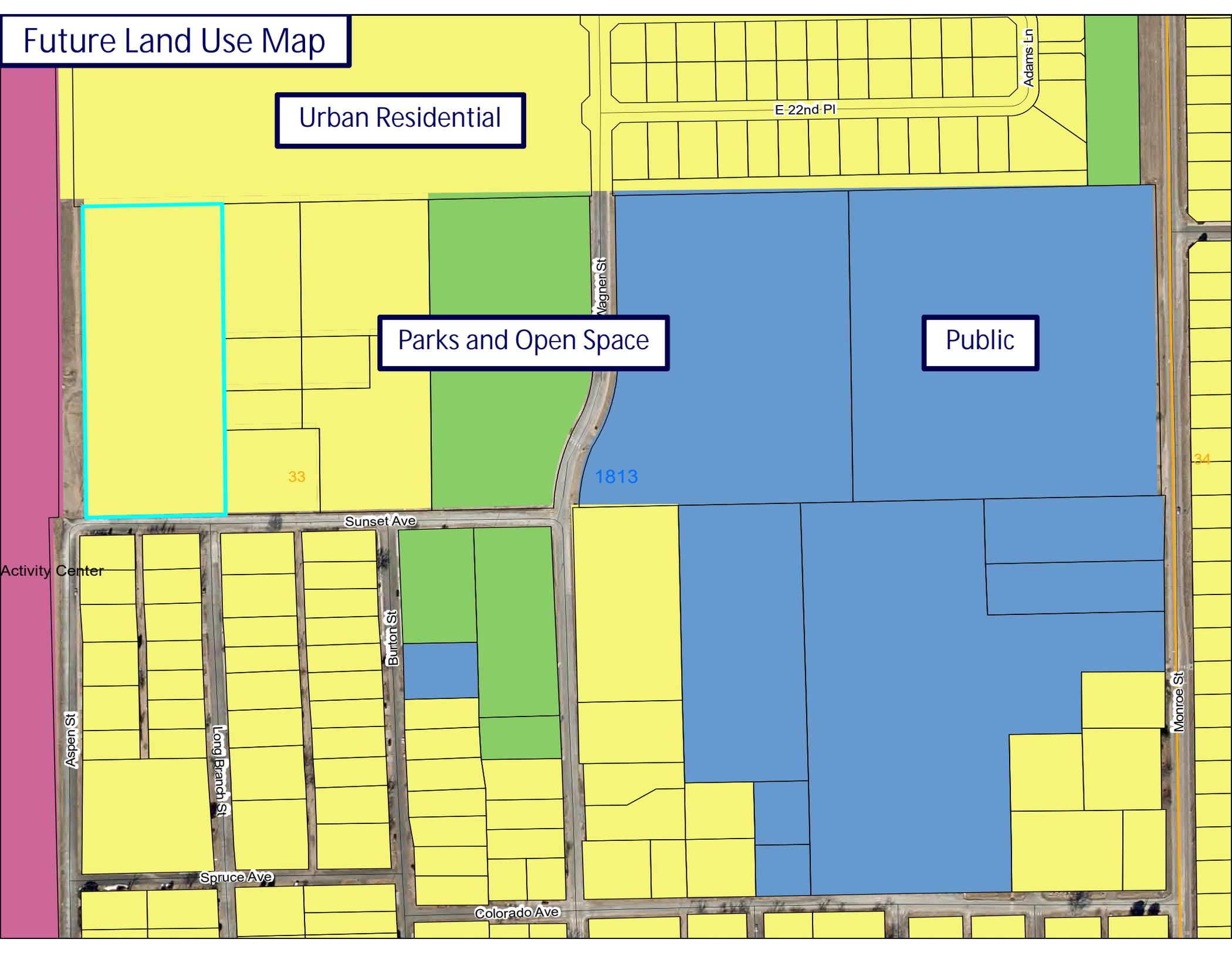
Sunset Ave

Wagner St

E 22nd Pl

Adams Ln

Monroe St















# Criteria for Rezoning Approval

Section 2-02-15-06-02

- Consistent with Comprehensive Plan
- Consistent with Purpose of Regulations
- Complies with Zone District Standards
- Compatible & Harmonious to Surrounding Area

# Comprehensive Plan and Strasburg Plan

- Designated as Urban Residential by the Comprehensive Plan.
- Designated as Residential by the Strasburg Plan.

# Development Standards

## C-0 Zone District

- Minimum Lot Size:
  - No minimum requirement
- Minimum Lot Width:
  - 75 ft. (required)
- Minimum Setbacks:
  - 25 ft. (front)
  - 15 ft. on one side and 5 ft. on the other, 0 ft. can be approved for fireproof structures (side)
  - 15 ft. (rear)
  - 25 ft. (collector right-of-way)

# Development Standards

## C-0 Zone District

- Maximum Height:
  - 25 ft.
- Maximum Floor Area per Commercial Use:
  - 2,000 sf.
- Hours of Operation:
  - 7 AM to 10PM

# Referral Period

Notices Sent	Comments Received
94	0

\*1,000-foot referral distance\*

Neighborhood Meeting held by applicant on October 15, 2019:

- Public was supportive of the project.

External Referral Agencies responding without concern:

- TCHD, Strasburg FPD, CDPHE's Water Quality Control Division, Strasburg SWD, Xcel Energy, and IREA.

# Summary of Rezoning

(RCU2019-00054 – Strasburg Community Church Rezone)

- Consistent with Comprehensive Plan & Strasburg Plan
- Complies with minimum zone district standards
- Compatible with surrounding area

# Planning Commission Update

(RCU2019-00054 – Strasburg Community Church Rezone)

- February 27, 2020
- One member of the public from the Strasburg Community Church spoke at the hearing in support of the request and addressed the need for a private school within the community.
- PC inquired about future expansions of the facility and the Strasburg Sanitation and Water District Will Serve letter.

# PC and Staff Recommendation

(RCU2019-00054 – Strasburg Community Church Rezone)

## Approval of the rezoning with 4 findings-of-fact:

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.



COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT

CASE NO.: RCU2018-00006

CASE NAME: Durland- 56th and Lincoln Billboard CUP

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- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

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- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (XCEL)

**EXHIBIT 5- Public Comments**

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- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**May 5, 2020**

CASE No.: RCU2018-00006	CASE NAME: Durland-56 <sup>th</sup> and Lincoln Billboard CUP
Owner's Name:	Durland Development LLC.
Applicant's Name:	Gary Young, Street Media Group
Applicant's Address:	161 Saturn Drive Unit 5A Fort Collins, CO 80525
Location of Request:	48 E 56 <sup>th</sup> Avenue
Nature of Request:	Conditional use permit to allow an off-premise electronic sign (billboard).
Zone District:	Industrial-1 (I-1)
Future Land Use:	Industrial
Site Size:	2.68 Acres
Proposed Use:	Industrial/ Electronic Billboard
Existing Use:	Industrial Warehouse
Hearing Date(s):	<b>PC: February 27, 2020 / 6:00 pm</b> <b>BoCC: May 5, 2020 / 9:30 am</b>
Report Date:	February 28, 2020
Case Manager:	Layla Bajelan
Staff Recommendation:	Staff recommends APPROVAL of the subject request WITHOUT the applicants request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 5 Conditions, and 3 Notes to the applicant.

**SUMMARY OF APPLICATION**

**Background:**

The applicant, Gary Young of Street Media Group, is requesting a conditional use permit to allow for an off-premise electronic sign (billboard) in the Industrial-1 zone district. The property is currently developed with an industrial warehouse and associated outdoor storage.

**Site Characteristics:**

The subject property is zoned as Industrial-1 (I-1) and is approximately 2.7 acres. The parcel has frontage along Lincoln St, E 55<sup>th</sup> Ave, and E 56<sup>th</sup> Ave and is accessed from Lincoln Street. The site is the same grade as Interstate-25 and is visible from both the north and south bound lanes of

the interstate. The parking lot for the industrial warehouse is located on the north end of the property and would be the location of the subject billboard. The billboard is proposed to be located roughly seven feet from the western property line in the parking lot of the subject site.

**Development Standards and Regulations:**

The property is zoned Industrial-1 (I-1). Per Section 3-24-01 of the County's Development Standards and Regulations, the purpose of the I-1 zone district is to provide a general commercial and limited industrial district designed to provide for a variety of compatible business, warehouse, offices and very limited industrial uses. Off-premise advertising devices are permitted with an approved Conditional Use Permit in the C-5 and all industrial zone districts.

Section 4-15 of the County's Development Standards and Regulations outlines the required design and performance standards for billboards, which includes standards for electronic signs. These standards ensure outdoor advertising devices are properly located to minimize visual and physical impacts to surrounding properties. Required design standards include: maximum height, maximum sign area, number of billboards allowed per lot, minimum setbacks from property lines, and minimum spacing from other off-premise signs.

Section 4-15-07 of the County's Development Standards and Regulations outlines other limitations for off-premise signs. The minimum right-of-way and property line setback requirements shall be equal to the height of the billboard, as measured from the leading edge of the base of the sign pole. Variations in the setback requirement may be granted with the issuance of a Conditional Use Permit. The applicant is requesting a variation in the setback of the subject off-premise sign to allow for only seven feet from the western property line where 40 feet is required, as that is the height of the sign.

The subject parcel has excellent visibility from I-25 and the applicant could place the billboard further into the property and still sufficiently advertise to vehicles on the Interstate. County Staff has done an analysis of other off-premise billboards approved through the Conditional Use Permit process and the Board has not approved any billboards with a setback less than 25-feet. Staff does not support the request to have a seven-foot setback because, in the event that the billboard falls over, it would fall onto County right-of-way and traffic on Lincoln Street. Therefore, staff is recommending denial of request for a variation in the required setback and has added a condition precedent that, if the billboard is approved, the applicant submit a revised site plan to the Community and Economic Development Department showing a minimum of a 40-foot setback from all property boundaries.

The applicant has submitted a site plan and elevation drawings with the subject request. The proposed billboard is 40 feet in height. The proposed sign has two advertising faces, with each being three hundred 300 square feet per sign face. The proposed height and size of the billboard conforms to the County's required maximum height of 40 feet and maximum sign area of 300 square feet for each single sign face. When a sign face has two faces, these faces shall be back to back and shall not be more than three and one half (3.5) feet from one another. The proposed billboard shows compliance with this requirement.

Per Section 4-15-01 of the County's Development Standards and Regulations, only one off-premise sign is permitted per lot. In addition, all off-premise signs located on the same side of a road or highway shall be separated by a minimum of 2,000 linear feet. The proposed billboard will be the only billboard permitted on the property and the applicant has provided documentation demonstrating that no billboards are within 2,000 linear feet of the subject site.

Per Section 4-15-04-02 of the County's Development Standards and Regulations, an electronic sign is permitted as part of a billboard. Performance standards for electronic signs include duration of message, transition of message, prohibited electronic devices, and maximum brightness. According to the Development Standards and Regulations, each message displayed shall remain static for a minimum of four seconds and must transition immediately to the next message displayed. In accordance with Section 4-15-04-02 of the County's Development Standards and Regulations, electronic devices shall not display animated images or graphics, scrolling messages, videos, or emit audible sounds. In addition, each sign shall be equipped with light monitors and controls that automatically adjust to environmental conditions. According to the applicant, the proposed billboard will conform to all electronic sign performance standards. Messages will change every seven (7) seconds with a transition of less than one (1) second to the next message. The sign will display only static messages and will be equipped with auto-dimming technology to reduce intensity of light as ambient light decreases.

In addition to the Adams County Development Standards and Regulations, the proposed billboard must show compliance will all the requirements of the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. Seq. and the Colorado rules and regulations promulgated thereunder by the Colorado Department of Transportation.

**Future Land Use Designation/Comprehensive Plan:**

The future land use designation on the property is Industrial. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Industrial areas is to provide a setting for a wide range of employment uses, including manufacturing, warehouses, distribution, and other industries. These areas may also include limited supporting uses such as retail and outdoor storage. Key considerations at the edges of industrial areas include limiting or buffering noise, vehicle, appearance, and other impacts of industrial uses on nearby non-residential uses. The proposed billboard would be an accessory use on a property that is currently developed with an industrial warehouse. Therefore, it is unlikely that this request has any impact on the future goals of the County in this area.

The recommendation of approval for the subject billboard is based strictly on the criteria of approval for a Conditional Use Permit, however is important to discuss the project's compliance with the applicable subarea plans. The Comprehensive Plan and its adopted subarea plans are intended to provide guidance for future development within the County. The subject parcel is located within the Southwest Area Framework Plan. The Southwest Area Framework Plan is an adopted plan in the Comprehensive plan. The plan includes a Policy 14.7 to *Enhance the area's role as an important County Gateway*. Strategies in completing the goals include:

- 1) 14.7.a. *Entryway Image*- Initiate landscaping, streetscaping, and buffering programs to improve the entryway image of the county as viewed from I-70, I-25, and I-76 and key highway exits into the county;
- 2) 2) 14.7.b. *Screening and Buffering*- Require improved buffering for new development along the I-70, I-25, and I-76 corridors, and require screening for new outdoor storage and activities visible from I-70, I-76, and I-25; and
- 3) 3) 14.7.c *Signs*- Review and update the sign regulation provisions, including control of off-premise signs, applicable to private lands visible from I-70, I-25, and I-76 and key highway exits into the County.

Strategy 14.7.c suggests that the County should update the sign code to potentially control the number of off-premise signs permitted along gateways into Adams County. The plan also suggests that setbacks and buffers from I-25 should be greater than in other areas of the County. The request for a seven-foot setback for the proposed billboard would not be supported by the subarea plan.

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

<b>Northwest Industrial-1 Interstate-25</b>	<b>North Industrial-1 Multi-Story Office building</b>	<b>Northeast Industrial-1 Industrial Warehouse</b>
<b>West Industrial-1 Interstate-25</b>	<b>Subject Property Industrial-1 Industrial Warehouse</b>	<b>East Industrial-1 Industrial Warehouse</b>
<b>Southwest Industrial-1 Interstate-25</b>	<b>South PUD Industrial Warehouse</b>	<b>Southeast PUD Industrial Warehouse</b>

**Compatibility with the Surrounding Area:**

The surrounding properties are primarily zoned as Industrial-1 and are developed with industrial warehouses. Interstate-25 is located approximately 50 feet to the west of the property and is separated by Lincoln Street. The property directly to the north of the subject property is developed with a multistory commercial office building. The proposed billboard will be located in the northeast corner of the parcel, potentially blocking the view of the parcel to the north.

**Planning Commission Update**

The Planning Commission (PC) considered this case on February 27, 2020 and voted (5-0) to recommend approval of the request without the applicant’s request for a variation in the setback. The applicant’s representative spoke at the meeting and had no concerns with the staff report or presentation. The applicant’s representative did speak in regard to why they felt the variation in the setback was appropriate for their development. The Planning Commission had concerns regarding the setback proposed by the applicant and the denial letters that were provided from CDOT. There was no one to speak in favor or in opposition of the request. Staff and the Planning

Commission recommended adding a condition to the request stating that the conditional use permit, if approved, would expire after 10 years.

**Staff Recommendation:**

Based upon the application, the criteria for approval of a conditional use permit Staff recommends APPROVAL of the subject request WITHOUT the applicants request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 5 Conditions, and 3 Notes to the applicant.

**RECOMMENDED FINDINGS-OF-FACT**

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the 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 Condition Precedent of Approval:**

1. The applicant must submit a revised site plan to the Community and Economic Development Department showing a minimum of 40-foot setback from all property boundaries for the proposed billboard.

**Recommended Conditions of Approval:**

1. The applicant must show compliance with all the requirements of the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. Seq. and the Colorado rules and regulations promulgated thereunder by the Colorado Department of Transportation.
2. The applicant shall obtain a Roadside Sign Permit from the Colorado Department of Transportation.
3. The applicant shall obtain a building permit from Adams County for the billboard, including all required building permit inspections.
4. Each message displayed on the billboard shall remain static for a minimum of four (4) seconds and must transition immediately to the next message displayed.
5. The approval of the off-premise sign shall expire May 5, 2030 unless renewed.

**Recommended Notes to the Applicant:**

1. All applicable building, zoning, health, fire, and engineering requirements and codes shall be adhered to with this request. The applicant may submit an alternative design that can be approved through a Minor Amendment to this Conditional Use Permit by staff, as long as the design complies with the Adams County Development Standards and Regulations at the time of building permit application.
2. The conditional use permit shall expire on May 5th, 2021 if sign permits are not obtained from Adams County.
3. Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sounds, employs stereopticon, or includes motion picture projection is prohibited.

**CITIZEN COMMENTS**

Notifications Sent	Comments Received
204	1

All property owners and occupants within 2,640 feet of the subject property were notified of the request. As of writing this report, staff has received one public comment regarding this case. The comment regarded the potential hazard that the billboard could pose to drivers along I-25. The comment also discussed the visual clutter the billboard would add to an area already filled with on premise signs. The comment expressed opposition to the request.

**REFERRAL AGENCY COMMENTS**

Staff received comments of concern from both Xcel Energy and CDOT. The applicant worked with Xcel Energy to resolve this issue presented by Xcel Energy. The Colorado Department of Transportation has regulations regarding off-premise billboards not being permitted within 500-feet from off and on ramps (interchanges) of state highways and this regulation specifically applies to unincorporated areas. The applicant has applied for a permit with CDOT and has been denied due to being within the 500-foot buffer of an interchange. The denial letters from CDOT are included in the Referral Agency comments. CDOT has informed Staff that the applicant has filed an appeal with CDOT and they are set to appear in front of an Administrative Law Judge in early spring.

**Responding with Concerns:**

Colorado Department of Transportation (CDOT)

**Responding without Concerns:**

Xcel Energy

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

Colorado Department of Public Health and Environment (CDPHE)

Century Link, Inc.

Colorado Division of Wildlife

Comcast

Mapleton School District #1

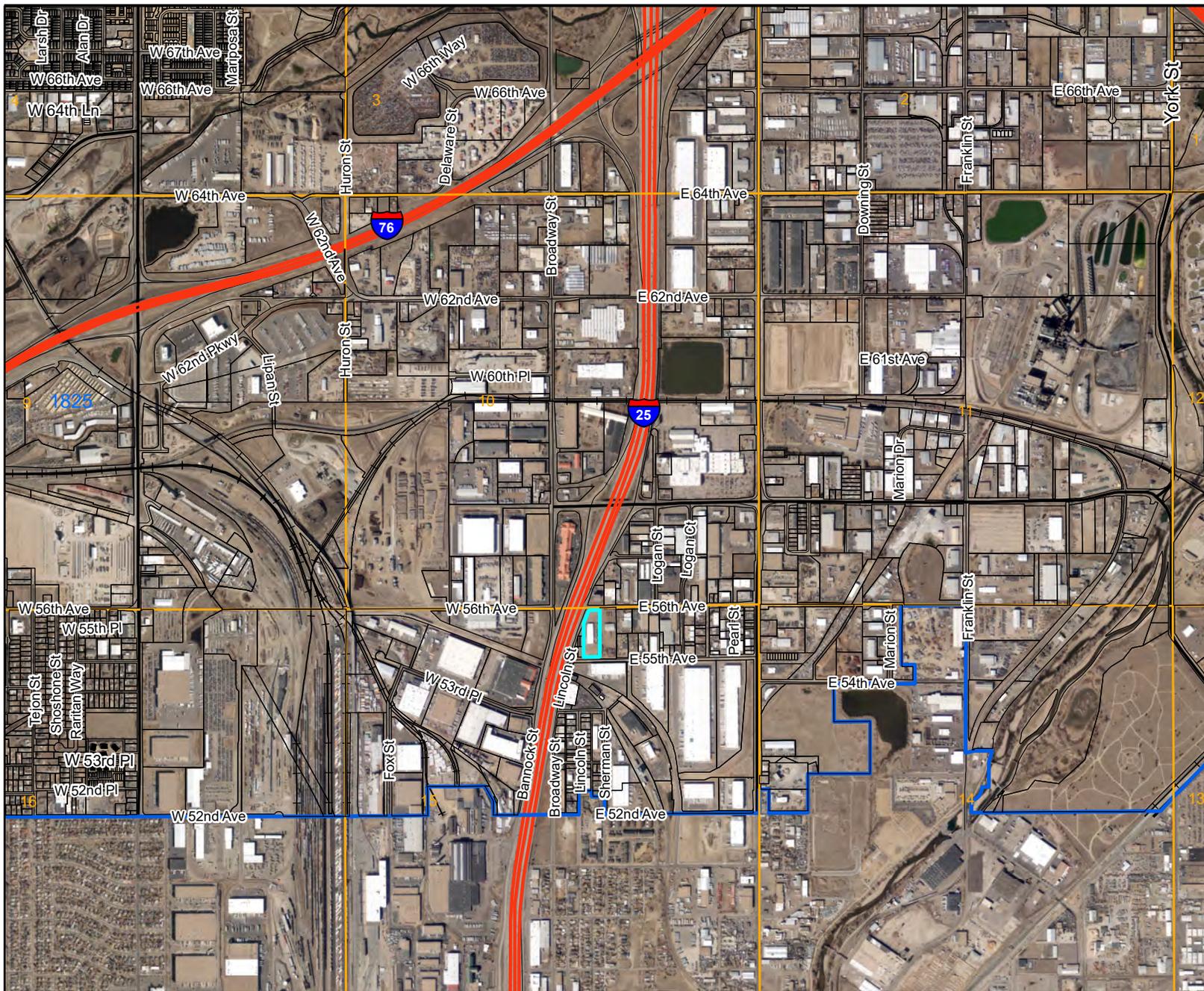
Metro Wastewater Reclamation

North Lincoln Water and Sanitation District

North Pecos Water and Sanitation District

North Washington Street Water and Sanitation District

Regional Transportation District (RTD)  
Tri-County Health Department (TCHD)  
Union Pacific Railroad



**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

**RCU2018-00006; Durland-56th and Lincoln Billboard CUP**  
**48 E 56th Avenue**  
**Aerial Map**



For display purposes only.



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)

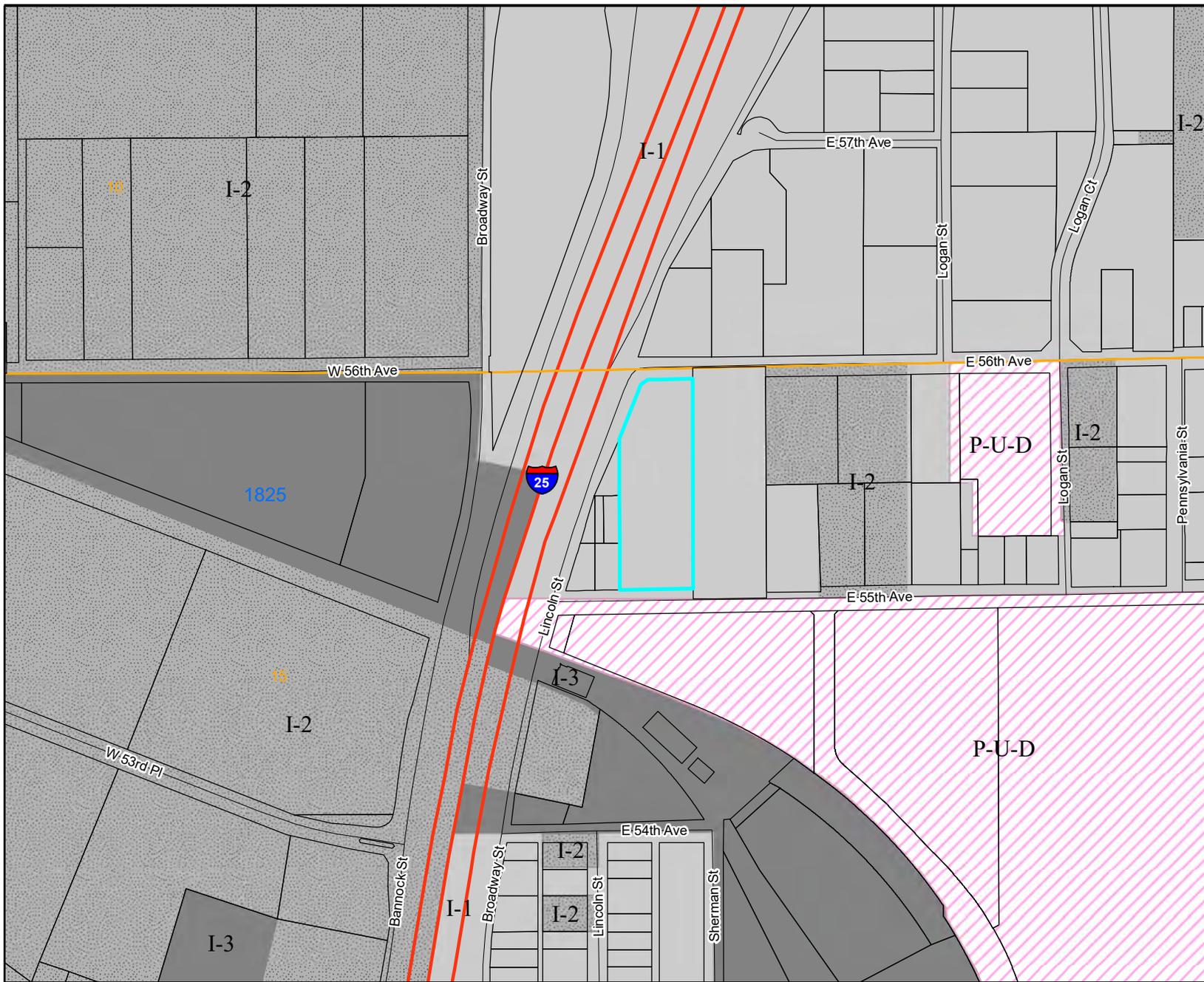
**RCU2018-00006; Durland-56th and Lincoln Billboard CUP**  
**48 E 56th Avenue**  
**Aerial Map**



For display purposes only.



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)

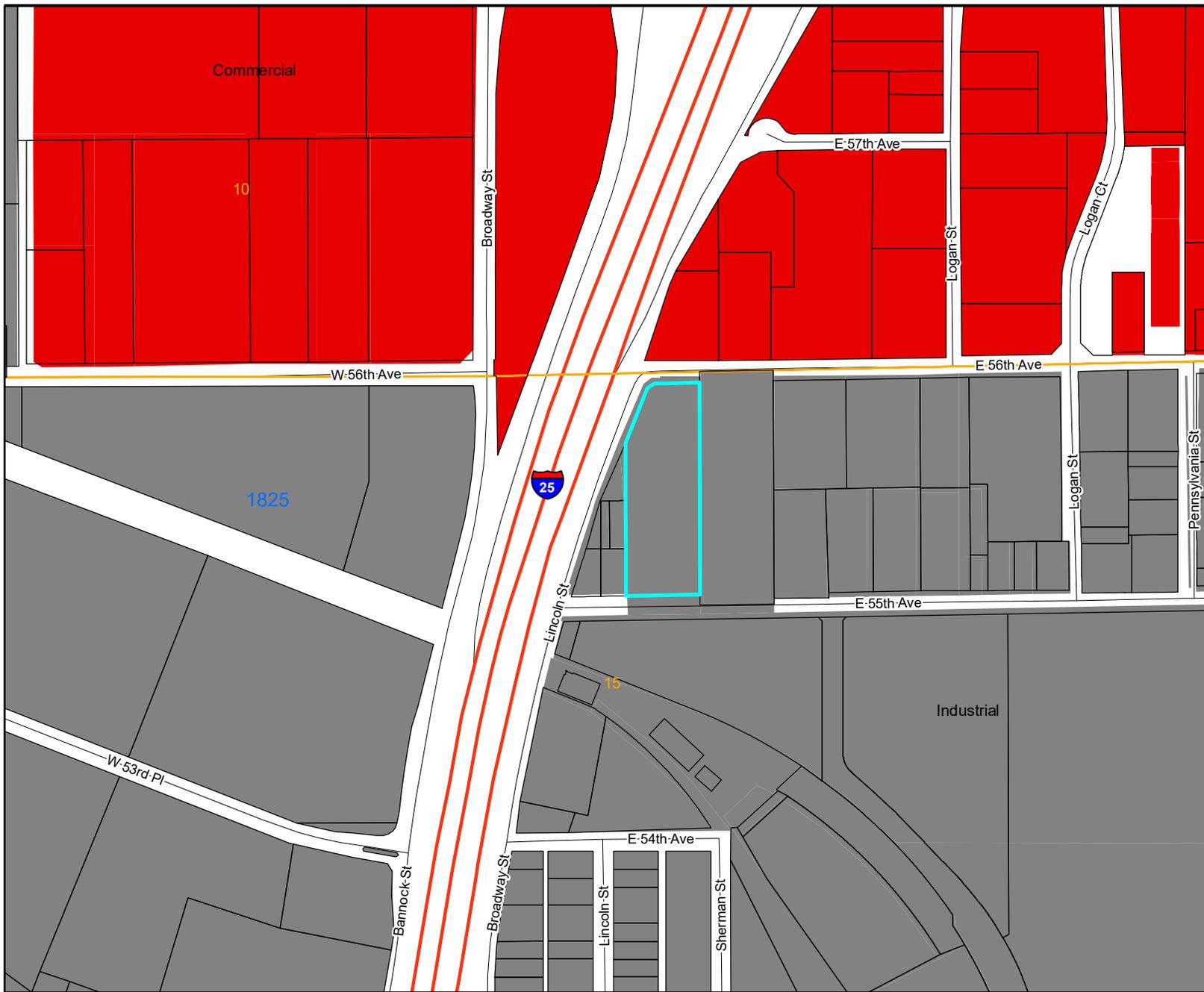
**RCU2018-00006; Durland-56th and Lincoln Billboard CUP**  
**48 E 56th Avenue**  
**Current Zoning Map**



For display purposes only.



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**
- Legend**
- Future Landuse 2012 (Rev2016)**
- Residential**
- Urban Residential
  - Estate Residential
- Mixed Use**
- Local District Mixed Use
  - Mixed Use Neighborhood
  - Activity Center
  - Mixed Use Employment
- Commercial/Industrial**
- Commercial
  - Industrial
- Other**
- Agriculture
  - DIA Reserve
  - Parks and Open Space
  - Public
  - Municipal Area

**RCU2018-00006; Durland-56th and Lincoln Billboard CUP**  
**48 E 56th Avenue**  
**Future Land Use Map**



For display purposes only.



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



April 12, 2019

#### Application for a Conditional Use Permit

StreetMediaGroup has a long-term lease with Durland Development, LLC at 48 E. 56<sup>th</sup> Avenue for the development of a double side 10'by30' LED outdoor advertising display. We are requesting a Conditional Use Permit to install an off-premise sign with Electronic Messaging capability on the property known as 48 E. 56<sup>th</sup> Avenue, parcel #0182515100001 and zoned I-1. The sign is intended primarily for visibility to the traffic along Interstate-25.

The overall height of the sign structure will be 40 feet and with a single column "flag" configuration. The digital display will consist of eight ad spots displayed for 7 seconds on each side. Our company policy and legal restrictions prohibit ads for tobacco, marijuana, sexual oriented businesses or political attack ads. The displays will also be used to provide free promotions of public service ads, charitable fundraising messages, Amber Alerts, and messages to promote activities and events at Riverdale Park.

This use is stated as an appropriate use and allowed on parcels in the Industrial zoned districts. Installing the sign will not disturb the current use of the property which is a paved parking lot and warehouse. The code does not require landscaping with off-premise signs which would not be appropriate here since the parking lot is paved. The blacktop will be replaced around the pole once the pole is installed.

We are requesting to reduce the setback to avoid placement of the pole in useable parking spaces or in the travel lane within the property. The code is flexible regarding setbacks and to be considered during the Conditional Use Permit process for situations such as this site. By reducing the setback, we can place the pole in a non-parking, non-traveled area to avoid creating a hazard to the users of the parking lot, which will leave the traffic circulation and access open. The site plan shows the proposed spot for the sign pole will provide the most convenient and functional spot for the pole.

The property across 56<sup>th</sup> Avenue to the north was developed decades ago and has not changed since their initial development. They were notified of our sign application and have not submitted any concerns in response to receiving notice of the sign. That said, we have provided a map showing the site triangle to their property from traveling north on I-25 which illustrates that even if they were to build a new sign of their own it would not be blocked by a sign on the Durland property.

The digital sign is engineered not to cast direct light on any adjacent property but a better position to eliminate that possibility would be to place the sign faces in a V to direct the light to the interstate. Doing so does not create any type of visual disturbance and would not be noticeable to the public. The digital lightings will comply with both the County and CDOT required performance standards. The manufacture's lighting specifications are included in our packet.

Over 200 properties within the area of this property were giving notice and only one letter of concern was received from a property owner that is buried deep within the industrial area east of the Durland property. The sign faces will not be visible from this property which is located more that 400' away. If that is of concern, the faces could be angled more toward the interstate to further eliminate visibility or brightness to the back of the sign.

Pursuant to Section 2-02-08-06, Criteria for Approval, the conditional use meets the following:

1. The conditional use is permitted in an I-1 Zoning District.
2. The conditional use is consistent with the purpose of these standards and regulations for other digital advertising displays permitted in the county.
3. The conditional use will comply with the requirements, performance standards and regulations.
4. The conditional use is compatible with other commercial and industrial uses in the surrounding neighborhood. It will not interfere with any future development in the area, and it will not be detrimental to the health, safety or welfare of the county's inhabitants. The use will not create any excessive traffic generation, noise, vibration, dust, glare, hear, smoke, fumes, gas, odors or inappropriate hours of operation.
5. The use will not have any off-site impacts.
6. The warehouse site has adequate space and access to accommodate the use and it is absent of environmental constraints.
7. The site plans submitted for the conditional use depicts the functional use for parking, and traffic on the lot, and that there is no other freestanding signage on the lot.

8. There are adequate utilities, roads, fire and police protection to serve the needs of the conditional use. There is no change needed for sewer, water, or storm water drainage.

Thank you for your consideration and we look forward to your questions.

Kind Regards,

A handwritten signature in black ink, appearing to read "Gary Young", with a stylized flourish at the end.

Gary Young  
CEO

**Yellow** represents calculated illuminance figures at selected locations in **foot-candles [fc]**.

A full moon has a light impact of approximately **0.03 fc**. A value less than this is considered **negligible**.

**Parameters:**  
- Luminance = 300 NITS  
- Display Type = MRI VIQ 10' X 30'

Calculations made by Shehab Rustom, Engineering Product Manager  
Google Earth

**Yellow Lines** illustrate how the sign brightness drops rapidly from **80%** to **20%** to **1%** due to the incorporation of **Siteline Blocking Louvers**



**No light impact East of the 1% brightness yellow lines**



1000 ft

January 30, 2020

Adams County  
Community and Economic Development Dept.  
4430 S. Adams County Pkwy.  
Brighton, CO 80601

To whom it may Concern.

Letter of Certification of brightness settings for the digital billboard displays included in the recent Street Media permit application.

Media Resources LED digital displays are set for brightness output at our manufacturing facilities prior to shipping and verified by our commissioning personnel upon initial installation at the sign site.

The local ordinances dictate the brightness settings of each display. Upon initial installation our field tech will verify any LED digital billboard displays installed in Adams County, CO to conform Adams County Development Standards and Regulations Chapter 4 – Design Requirements and Performance Standards Off-Premise Advertising Devices.

**4-15-06-02 ELECTRONIC SIGN RESTRICTIONS**

An electronic sign is permitted to be incorporated into an off-premise sign subject to the following restrictions:

1. *Duration of Message:* Each message displayed shall remain static for a minimum of four (4) seconds, with ten (10) seconds optimal. All such signs shall have a default mode to prevent the display from malfunctioning in a flashing or intermittent fashion.
2. *Transition of Message:* Each message shall transition to the next message instantaneously.
3. *Prohibited Electronic Signs:* Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sound, employs stereopticon, or includes motion picture projection. Any sign or attractive device which displays its message or portion thereof for less than four (4) seconds before a change occurs shall be considered flashing or intermittent.
4. *Brightness / Luminance:* Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions. Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.

**4-15-07 OTHER LIMITATIONS**

5. *Off-premise signs which contain, include, or are illuminated by a changeable message including electronic, digital, LED, fiber optics, light bulbs, or other illumination devices are allowed and shall remain motionless for periods not less than four (4) seconds, with ten (10) seconds optimal. A Conditional Use Permit, Major Amendment to an existing Conditional Use Permit or Planned Unit Development shall be required prior to installing any electronic means to any off-premise sign.*

Media Resources' LED digital billboard display designs include callouts showing the computer hardware and locations of the photocells that automatically adjust brightness of our display as the ambient light changes. Additionally, each LED digital billboard display is programmed with the official Sunrise and Sunset charts as a backup that will automatically adjust the brightness of the display in the event of a malfunctioning photocell.

Finally, all Media Resources LED digital billboard displays are equipped with monitoring cameras and internet connection and are monitored 24/7/365 by our Network Operations Center.

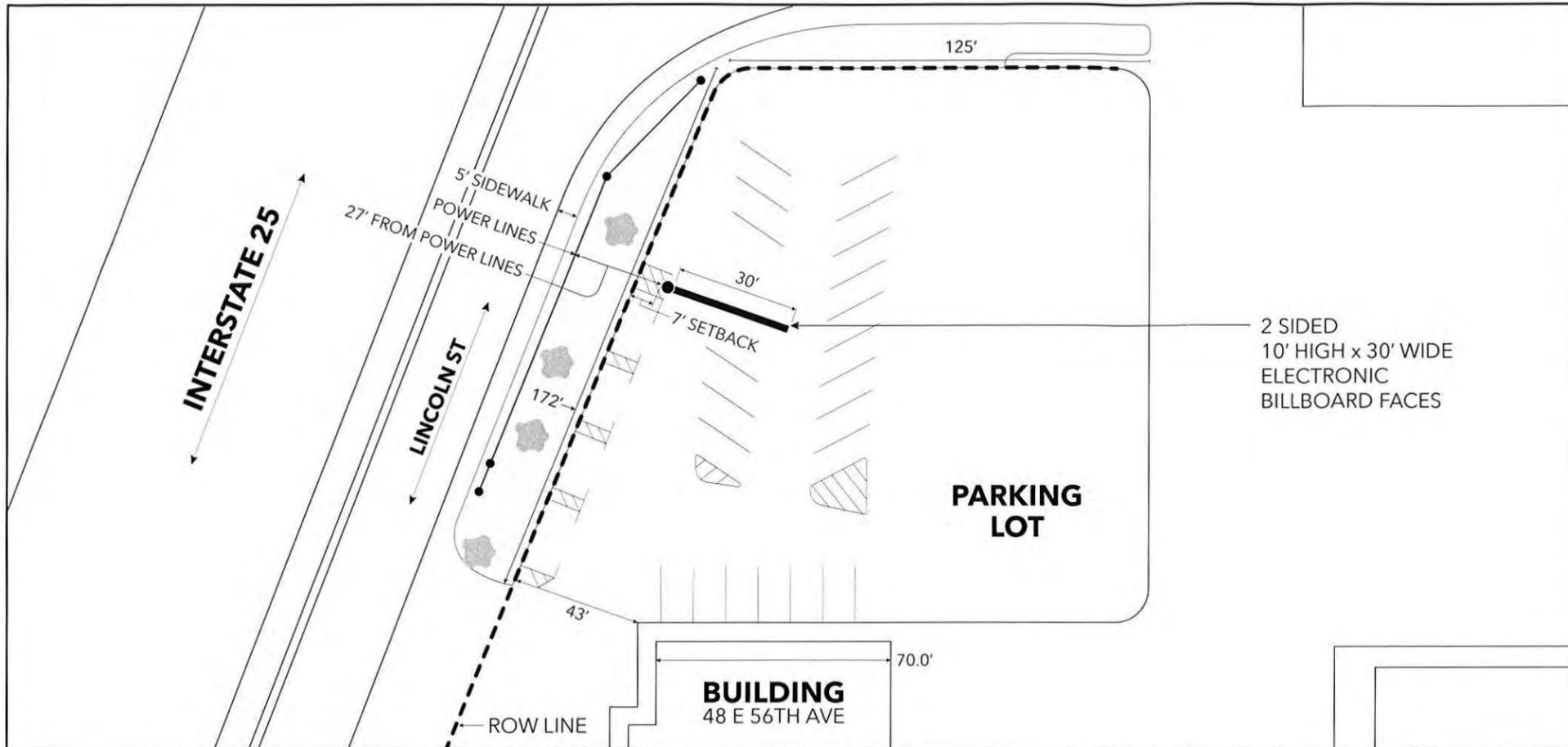
Should you have a concern about any malfunction or brightness settings of a display you can call directly to the Network Operation Center and give notice of a problem. NOC Toll Free Phone: **800-667-4554**



Jared Johnson  
Director of Business Development, DOOH  
jjohnson@mediaresources.com

Associate memberships **CWB, IBO, ISA, OAAA, SAC**

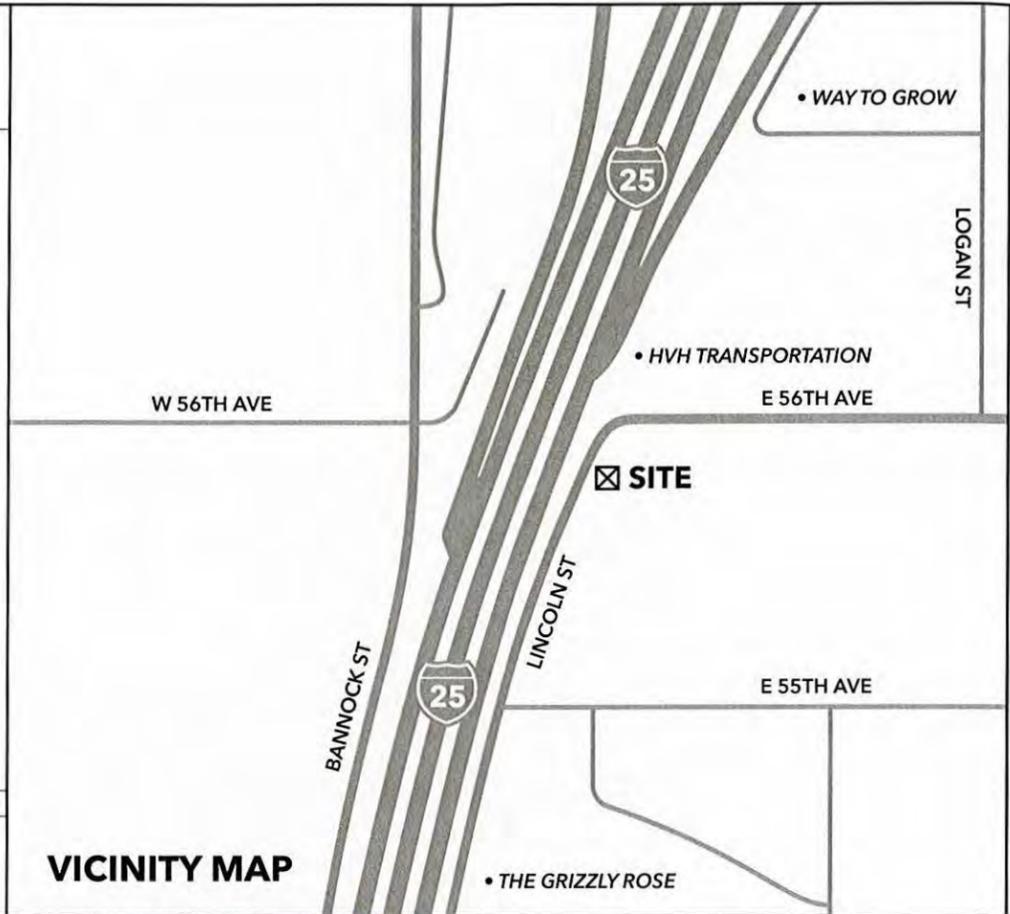




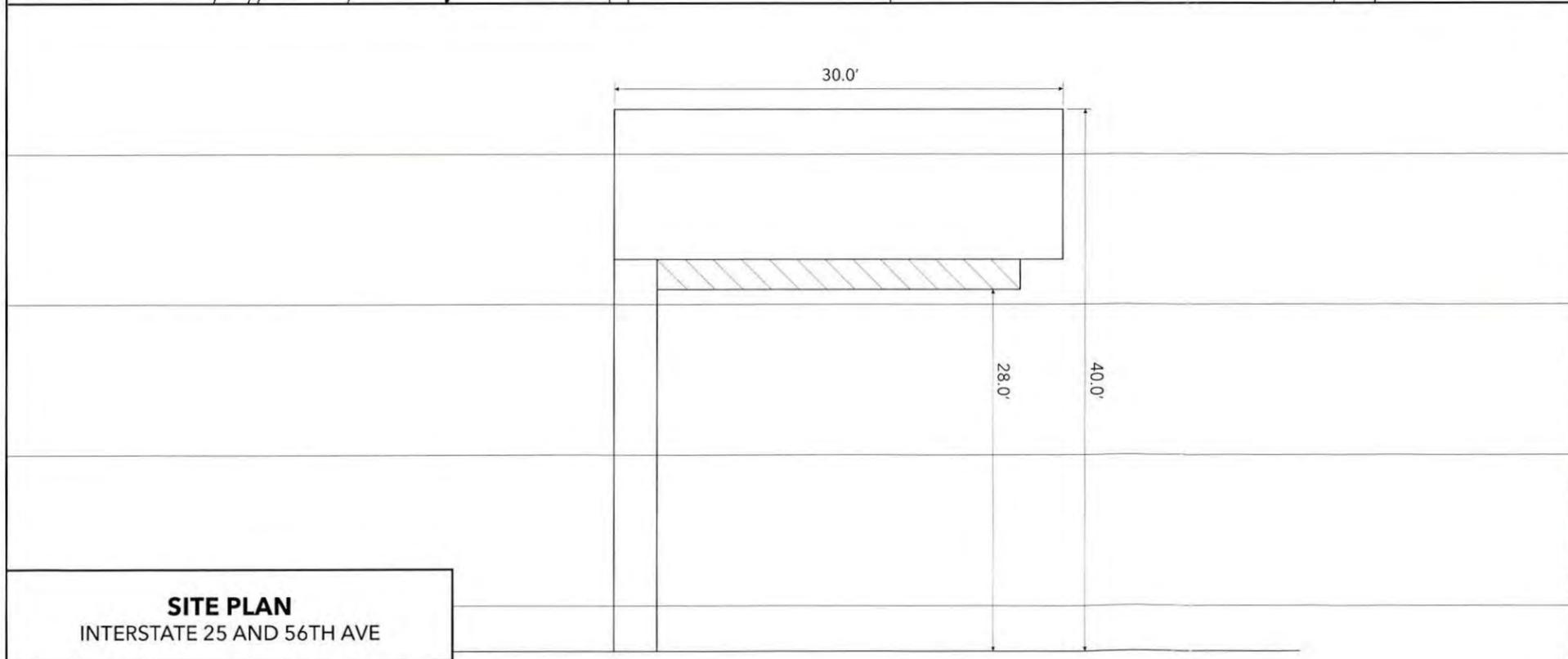
2 SIDED  
10' HIGH x 30' WIDE  
ELECTRONIC  
BILLBOARD FACES

**PARKING LOT**

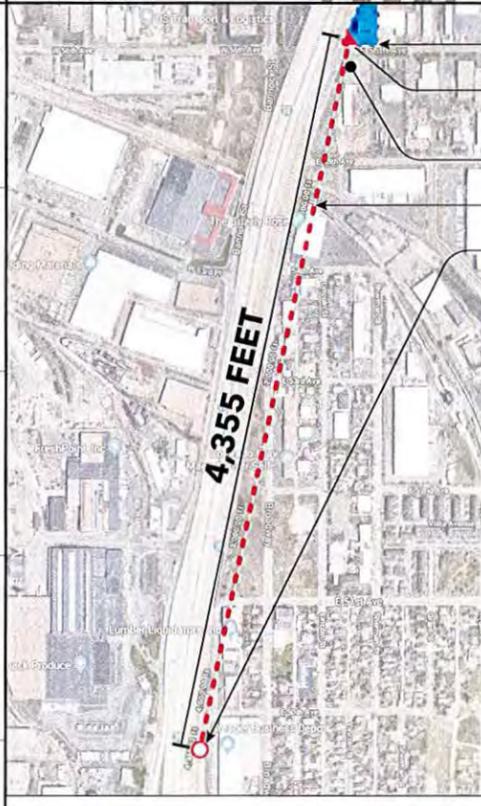
**BUILDING**  
48 E 56TH AVE



**VICINITY MAP**

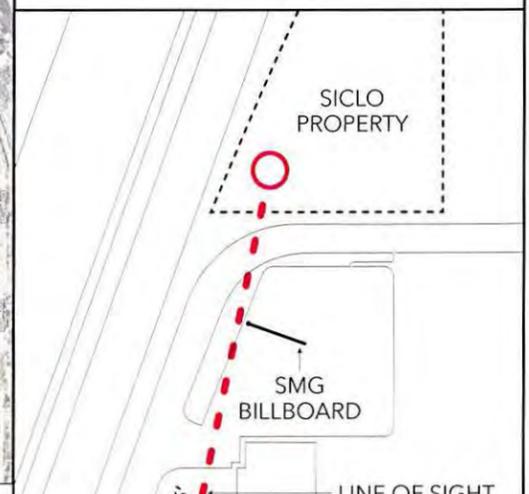


**ELEVATION**



**OPEN VISIBILITY TO SILCO BUILDING**

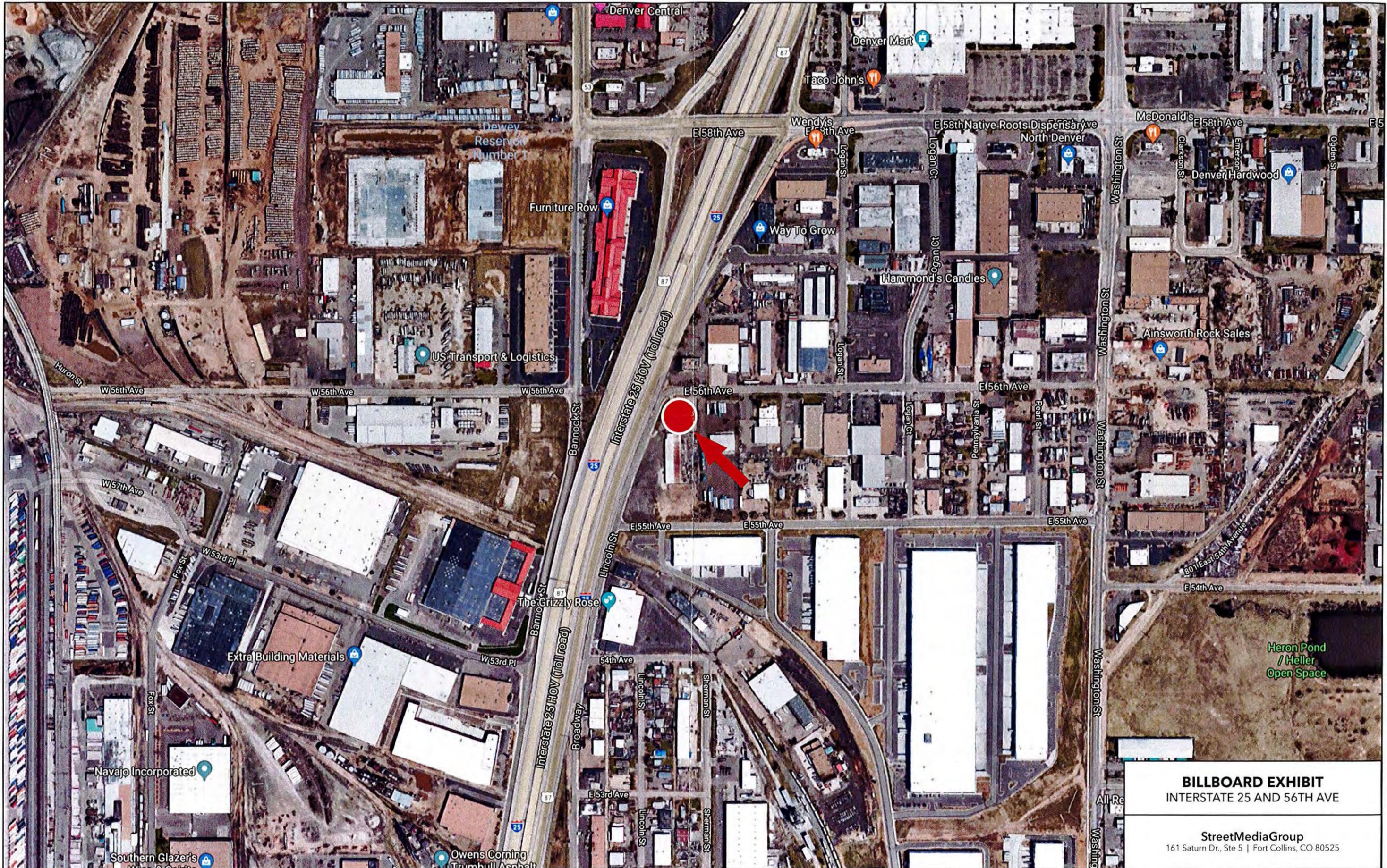
- SICLO PROPERTY
- SOUTHWEST CORNER OF SICLO PROPERTY
- SMG BILLBOARD LOCATION
- LINE OF SITE
- DISTANCE TO NEAREST POINT OF VISIBILITY INTERFERENCE: 4,355 FEET



**DETAIL**

**SITE PLAN**  
INTERSTATE 25 AND 56TH AVE

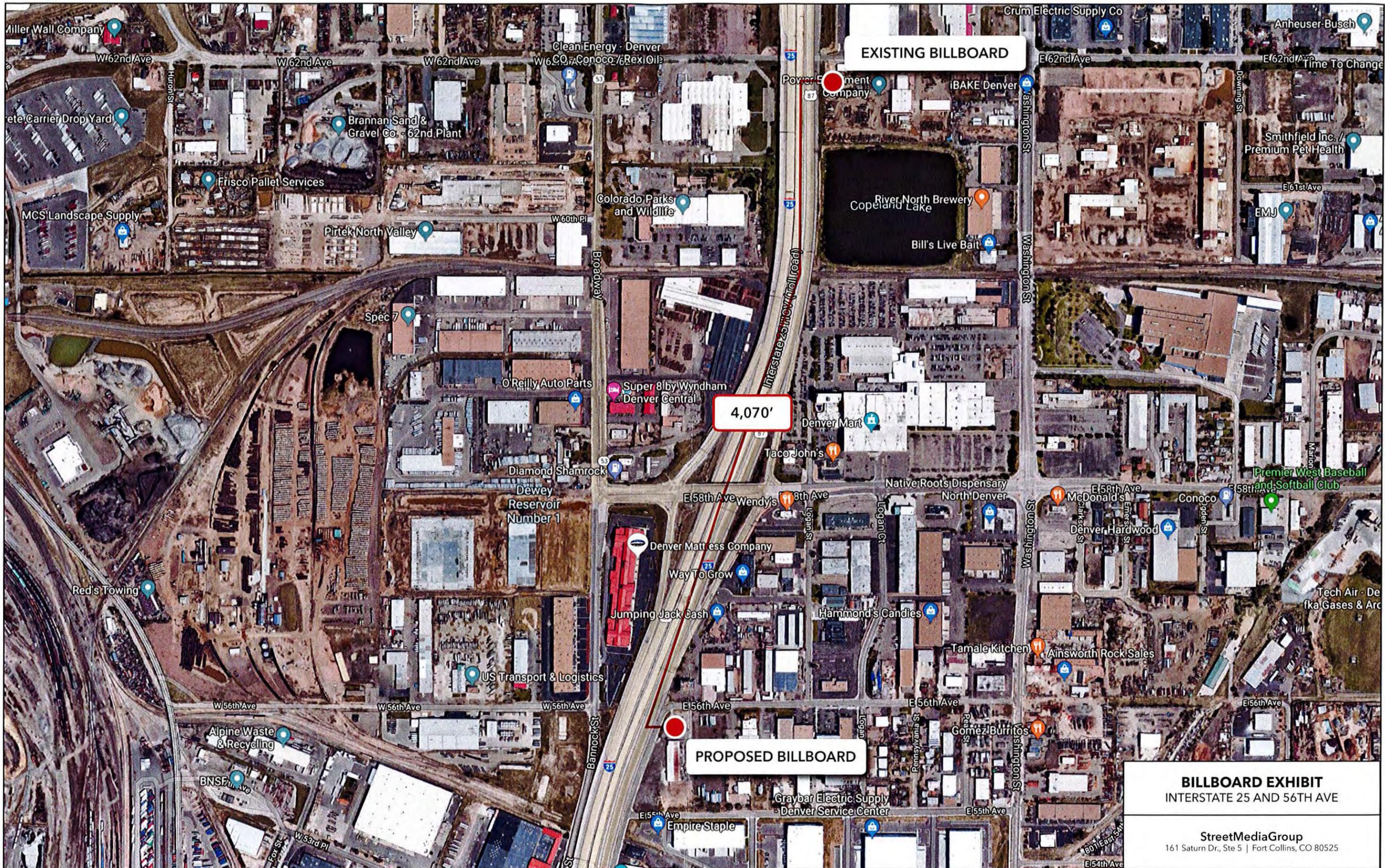
StreetMediaGroup  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



**BILLBOARD EXHIBIT**  
INTERSTATE 25 AND 56TH AVE

StreetMediaGroup  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525





**EXISTING BILLBOARD**

**4,070'**

**PROPOSED BILLBOARD**

**BILLBOARD EXHIBIT**  
INTERSTATE 25 AND 56TH AVE

**StreetMediaGroup**  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



## Development Review Team Comments

**Date:** May 29<sup>th</sup>, 2019

**Project Number:** RCU2018-00006

**Project Name:** Durland-56<sup>th</sup> and Lincoln Billboard CUP

### Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Conditional Use Permit application. The Development Review Team review comments may change if you provide different information during the Resubmittal. At this time, a resubmittal is being required. Resubmittal material can be deposited with our One-Stop Customer Service Center. You will need the attached "Resubmittal Form", and a paper and digital copy of all the resubmitted material. You should also provide a written response to each staff comment and referral agency letter. Please contact the case manager if you have any questions.

Also, please note where "Section" is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

Your review comment consultation will be held on **Monday, June 24<sup>th</sup>, 2019 from 11:45 a.m.-12:30 p.m.**

**Commenting Division:** Development Services, Planning

**Name of Reviewer:** Layla Bajelan

**Email:** [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org) / 720-523-6863

### PLN01: REQUEST

- a. Applicant is requesting to construct a double side 10' by 30' LED outdoor advertising display billboard on property located at 48 E. 56<sup>th</sup> Avenue. The off-premise sign will have Electronic Messaging capability.

### PLN02: SITE LOCATION

- a. The subject parcel is located at 48 E. 56<sup>th</sup> Avenue, Parcel #0182515100001
- b. The subject parcel is legally described as SECT,TWN,RNG:15-3-68 DESC: W 209 FT OF E 264 FT OF NW4 NW4 NE4 EXC 0/11A TRIANGLE TRACT IN NW COR TO HIWAY EXC ST AND EXC RDS (REC NO 2015000017571) 2/845A

PLN03: ZONING/LAND USE

- a. The subject parcel is zoned I-1.
- b. 4-15 OFF PREMISE SIGN Off-premise signs are permitted with an approved Conditional Use Permit in the C-5, commercial zone district and permitted with an approved Conditional Use Permit in the industrial zone districts.
- c. Future Land Use designation is Industrial.

PLN04: DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

- a. 4-15-01; Maximum Number of Signs: Only one (1) two-faced off-premise sign shall be permitted per lot. (Proposed sign meets requirement)
- b. 4-15-02; Maximum Size: No off-premise sign shall exceed three hundred (300) square feet per face. (Proposed sign meets requirement)
- c. 4-15-13; Maximum Height and Minimum Clearance: No off-premise sign shall exceed forty (40) feet in height. If located within one thousand feet of an intersection of two (2) or more public rights-of-way, the lowest point of the sign face(s) shall be at least eight (8) feet above the ground.

PLN05: ELECTRONIC SIGN RESTRICTIONS

- a. An electronic sign is subject to all the requirements in section 4-15-04-02.
- b. Each message displayed shall remain static for a minimum of four (4) seconds. (Proposed sign meets requirement)

PLN06: OTHER LIMITATIONS 4-15-05

- a. All off-premise signs must meet the requirements in section 4-15-15
- b. Applicant has indicated they are requesting a variation from the setback along with Conditional Use Permit.
- c. **Staff would like further information regarding the hardship that exists on the property and why the applicant cannot meet the 40 foot setback that would be required.**
- d. **A demonstration that the proposed location of the billboard is the only feasible option on the property would be required with the resubmittal.**
- e. **Not wanting to take useable parking spaces does not constitute a hardship and staff would likely not be supportive of an administrative variance.**
- f. **Staff would also not support the V-shaped sign that was proposed to mitigate the light casted on the adjacent property.**

PLN07: CONDITIONS OF APPROVAL

- a. The CUP requires two public hearings: one before the Planning Commission and the other before the Board of County Commissioners. Section 2-01 and 2-02-08-05 of the Adams County Development Standards and Regulations outlines the entire CUP process and criteria for approval in detail.

- b. Billboard must meet all Conditions of Approval for a Conditional Use Permit in addition to the performance standards for an Off-Premise sign outlined in section 4-15.

**Commenting Division: Development Services, Engineering:**

**Name of Review:** Greg Labrie

**Email:** [GLabrie@adcogov.org](mailto:GLabrie@adcogov.org) / 720-523-6824

ENG1: FIRM #08001C0611H. Not in floodplain.

ENG2: Property is in MS4 Permit area and the proposed area of disturbance is less than an acre. A Stormwater Quality Permit is not required. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMP's. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 in regards to illicit discharge.

ENG3: No new access is requested. Must use existing access to property. No other access is permitted by ADCO.

**Commenting Division: Development Services, Right-of-Way**

**Name of Review:** Marissa Hillje

**Email:** [mhillje@adcogov.org](mailto:mhillje@adcogov.org)

ROW1: The billboard must be set back from any property line the same amount as the billboard's height.

ROW2: The applicant must submit a title report of the property in order to ensure that no easements are being encroached upon by the proposed billboard.

**Commenting Division: Environmental Analyst Review**

**Name of Review:** Eden Steele

**Email:** [esteele@adcogov.org](mailto:esteele@adcogov.org) / 720-523-6897

No Comment

**Commenting Division: Development Services Building and Safety, Chief Building Official**

**Name of Review:** Justin Blair

**Email:** [jblair@adcogov.org](mailto:jblair@adcogov.org) / 720-523-6843



## **Development Review Team Comments**

**Date:** 7/20/2018

**Project Number:** RCU2018-00006

**Project Name:** Durland - 56th & Lincoln Billboard Conditional Use

### **Note to Applicant:**

The following review comments and information from the Development Review Team is based on the information you submitted for the Conceptual conditional use permit application. The Development Review Team review comments may change if you provide different information during the next submittal. Please contact the case manager if you have any questions:

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**Commenting Division:** ROW Review Cycle #1

**Name of Reviewer:** Marissa Hillje

**Date:** 04/02/2018

**Email:** mhillje@adcogov.org

### **Resubmittal Required**

ROW1: The billboard must be set back from any property line the same amount as the billboard's height. In this case the proposed billboard is 55 ft tall, the billboard must be setback from the property line at least 55ft.

ROW2: Must submit a site plan showing the setback distances to all property lines and buildings.

ROW3: The applicant must submit a title report of the property in order to ensure that no easements are being encroached upon by the proposed billboard.

---

**Commenting Division:** Development Engineering Review Cycle #1

**Name of Reviewer:** Greg Labrie

**Date:** 04/09/2018

**Email:** glabrie@adcogov.org

**Complete**

ENG1: FIRM #08001C0611H. Not in floodplain.

ENG2: Property is in MS4 Permit area and the proposed area of disturbance is less than an acre. A Stormwater Quality Permit is not required. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMP's. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 in regards to illicit discharge.

ENG3: No new access is requested. Must use existing access to property. No other access is permitted by ADCO.

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**Commenting Division:** Planner Review Cycle #1

**Name of Reviewer:** Greg Barnes

**Date:** 04/30/2018

**Email:** gjbarnes@adcogov.org

**Resubmittal Required**

PLN01: The application for conditional use permit will not be scheduled for public hearings until after the outcome or resolution of your variance applications.

PLN02: The criteria for approval of a conditional use permit is found in Section 2-02-08-06 of the Development Standards and Regulations (DSR).

PLN03: The proposal for a billboard is appropriate in industrial zone districts along interstate highways.

PLN04: The proposed billboard does not comply with the standards and regulations or their purpose. Three variance applications are being processed currently, but until their resolution, staff contends that this conditional use permit does not meet this criterion for approval.

PLN05: This application may impede future development of the area, as it will likely create easements and lease areas that will impede redevelopment of the area. In addition, the proposal may create glare on adjoining properties.

PLN06: The application did not include a sufficient site plan or landscape plan. These will be required for review.

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**Commenting Division:** Planner Review 2nd Review

**Name of Reviewer:** Greg Barnes

**Date:** 07/20/2018

**Email:** gjbarnes@adcogov.org

**Resubmittal Required**

PLN01: We are still missing a high-quality site plan. Site Plans are expected to show the entirety of the lot. They should include all relevant dimensions, including setbacks. They should show existing conditions. They should illustrate the location and dimensions of all structures. They should show all parking areas and travel ways. Landscape plans are generally expected, as well. Landscaping should be considered around the base of the sign. In addition to the site plan, we still do not have elevation drawings of the proposed sign. These drawing should be drawn to scale and include dimensions, proposed lighting details, etc. I'm happy to meet with you or show you examples of other submittals.

---

**Commenting Division:** Plan Coordination 2nd Review

**Name of Reviewer:** Greg Barnes

**Date:** 07/20/2018

**Email:** gjbarnes@adcogov.org

**Resubmittal Required**

---

**Commenting Division:** Development Engineering Review 2nd Review

**Name of Reviewer:** Greg Labrie

**Date:** 07/20/2018

**Email:** glabrie@adcogov.org

**Complete**

ENG1: FIRM #08001C0611H. Not in floodplain.

ENG2: Property is in MS4 Permit area and the proposed area of disturbance is less than an acre. A Stormwater Quality Permit is not required. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMP's. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 in regards to illicit discharge.

ENG3: No new access is requested. Must use existing access to property. No other access is permitted by ADCO.

---

**Commenting Division:** Application Intake 2nd Review

**Name of Reviewer:** Greg Barnes

**Date:** 07/02/2018

**Email:** gjbarnes@adcogov.org

**Complete**

---

**Commenting Division:** ROW Review 2nd Review

**Name of Reviewer:** Marissa Hillje

**Date:** 07/11/2018

**Email:** mhillje@adcogov.org

**Resubmittal Required**

The resubmittal package did not address the original comments:

ROW1: The billboard must be set back from any property line the same amount as the billboard's height.

ROW2: Must submit a site plan showing the setback distances to all property lines and buildings.

ROW3: The applicant must submit a title report of the property in order to ensure that no easements are being encroached upon by the proposed billboard.

## Greg Barnes

---

**From:** Kemper - CDOT, Brandi [brandi.kemper@state.co.us]  
**Sent:** Wednesday, May 02, 2018 8:33 AM  
**To:** Greg Barnes  
**Subject:** Re: comments for Durland Development

Comments are as follows:

All signing visible to a state highway must be in compliance with the State of Colorado Rules pertaining to Roadside Advertising, signing cannot be either wholly or partly in state highway ROW. Please see our RULES GOVERNING OUTDOOR ADVERTISING IN COLORADO 2 CCR 601-3. For full rules and statutes please see the CDOT website, Library section.

Brandi Kemper  
Outdoor Advertising Coordinator  
Region 1 Traffic Unit



P: 303.757.9938 | F: 303.757.9886 | C: 720.541.0441

18500 E. Colfax Ave. Aurora, CO 80011

[brandi.kemper@state.co.us](mailto:brandi.kemper@state.co.us) | [www.coloradodot.info](http://www.coloradodot.info) | [www.cotrip.org](http://www.cotrip.org)



On Mon, Apr 30, 2018 at 11:46 AM, Greg Barnes <[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)> wrote:

Hi Brandi,



Yes, I will let the applicant know that your comments will be provided tomorrow.

**Greg Barnes**



COLORADO  
Department of Transportation

EXHIBIT

2

Region 1 Traffic Section  
Outdoor Advertising  
2829 W. Howard Place  
Denver, CO 80204

October 17, 2018

Gary Young  
Street Media Group, LLC  
161 Saturn Drive, Suite 5A  
Fort Collins, CO 80525

Via Certified Mail No: 7006 2150 0001 3273 6229

RE: Notification of Permit Application Status for 48 E. 56<sup>th</sup> Ave., Denver CO 80221

Mr. Young:

Colorado law provides for the control of advertising devices adjacent to the state highway system in order to protect and promote safety, preserve natural beauty, and maintain its full share of federal highway funding. See § 43-1-402, Colorado Revised Statutes ("C.R.S."). Colorado laws and rules that affect outdoor advertising in Colorado include §§ 43-1-401, et seq. (the "Act") and the Rules Governing Outdoor Advertising in Colorado, 2 CCR 601-3, et seq. (the "Colorado Rules"). The Colorado Department of Transportation ("CDOT") is charged with enforcing these laws and rules.

This letter is to inform you that your permit application that was submitted for an off-premise roadside advertising permit for a device located at 48 E. 56<sup>th</sup> Ave, Denver CO 80221 has been denied. The application was denied because the proposed device would violate Rule 7.00(D)(2)(b). Rule 7.00(D)(2)(b) applies along interstates and freeways and provides:

Outside of incorporated villages and cities, no Advertising Device may be located adjacent to or within 500 feet of an interchange, intersection at grade, or safety Rest Area. The 500 feet is to be measured along the Interstate or Freeway from the



beginning or ending of pavement widening at the exit from or entrance to the main-traveled way.

The proposed sign would reside in an unincorporated area within 500 feet of an auxiliary lane. "Auxiliary lanes" are "pavement widening," and typically serve as extensions for entrance and exit ramps between interchanges. As shown on the attached correspondence between CDOT and the Federal Highway Administration (FHWA) occurring between the dates of December 17, 1996, and December 19, 1996, CDOT has interpreted Rule 7.00(D)(2)(b) to include auxiliary lanes. Rule 7.00(D)(2)(b) dates back to the 1971 agreement between CDOT and the United States Department of Transportation, acting through its FHWA (the "Federal-State Agreement"). For your convenience I have attached a copy of the Federal-State Agreement.

However, in a more recent analysis, CDOT re-interpreted Rule 7.00(D)(2)(b) for those instances where there are long auxiliary lanes between interchanges where the pavement widening is sometimes used for purposes of lane balancing in addition to ingress and egress movements from the highway. In the cases of long auxiliary lanes, CDOT may allow a sign as long as the location is not within the limits where CDOT believes the location would interfere with the decision distances that are consistent with highway design, capacity, and principles of traffic engineering. Accordingly, after consultation with the Region Traffic Engineers, CDOT's interpretation of Rule 7.00(D)(2)(b) is limited by the following principle:

For those locations along interstates or freeways and outside of incorporated areas where there is a continuous long auxiliary lane (longer than 1,500 feet) that extends from the entrance ramp/lane of one interchange/intersection at-grade and connects to the exit ramp/lane of another interchange/intersection at-grade, such that there is no clear "beginning or ending of pavement widening at the exit from or entrance to the main-traveled way," Rule 7.00(D)(2)(b) prohibits signs located: (A) within 2,250 feet from the physical gore of entrance ramps, and (B) within 1,600 feet from the physical gore of exit ramps.

Your proposed sign location, although within the limits of a long auxiliary lane, would be within 1,600 feet from the physical gore of the exit ramp from northbound I-25 onto 58th Avenue.

You have the right to request a hearing pursuant to the State Administrative Procedure Act concerning the matters stated in this notice. See § 24-4-105, C.R.S. The hearing will be held in the Office of Administrative Courts and presided over by an Administrative Law Judge. Unless otherwise agreed to by you, the Department, and the Administrative Law Judge, hearings are held in the chambers of the Office of Administrative Courts located in Denver, Colorado. To exercise this right, you must



submit a written request for a hearing within sixty (60) days of receipt of this letter.  
The written request must be sent by Certified Mail to:

Colorado Department of Transportation  
Project Development Branch  
Attn: Anthony Lovato  
2829 W. Howard Place, 3<sup>rd</sup> Floor  
Denver, CO 80204

The written request for hearing should inform the Department of the address to which all following notices to you are to be sent if different from the above address. If the Department does not receive a written request for a hearing within the allotted time, the Department will assume you accept the determination for this permit application.

Enclosed please find your original application CDOT form # 291, supporting documents and a return of Street Media check #14347 in the amount of \$40.

Please contact me at 303-757-9938 if you have any questions. I am happy to provide you with copies of the Highway Beautification Act or the Colorado Rules.

Sincerely,

Brandi Kemper  
Outdoor Advertising Coordinator  
CDOT Region 1

CC: Alazar Tesfaye  
Ben Kiene  
Anthony Lovato

Attachments: The Federal-State Agreement  
CDOT and FHWA Auxiliary Lane Correspondence





**Right of Way & Permits**

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

April 26, 2018

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

Attn: Greg Barnes

**Re: Durland - 56th and Lincoln Billboard  
Case #s PRA2018-00002 and RCU2018-00006**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the conditional use permit plans and three variances for **Durland - 56th and Lincoln Billboard** and has a **conflict**. PSCo requests a sketch or drawing showing the proposed location of the sign as well as all existing overhead electric facilities.

Please contact me at 303-571-3306 or [donna.l.george@xcelenergy.com](mailto:donna.l.george@xcelenergy.com) with any questions.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado



Right of Way & Permits  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

May 22, 2019

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

Attn: Layla Bajelan

**Re: Durland - 56th and Lincoln Billboard -- 2nd referral, Case # RCU2018-00006**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has **no apparent conflict** with **Durland - 56th and Lincoln Billboard** if the location has not changed since the first referral.

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



Greg Barnes  
Adams County Community & Economic Development Department  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W200B  
Brighton, CO 80601-8218

Re: Durland Development, LLC - 48 E. 56<sup>th</sup> Ave, Denver, CO Parcel 0182515100001  
RCU2018-00006  
PRA2018-00002

Dear Mr. Barnes,

As the owner of two properties close to the above location, I am very much against the conditional use permit and the three variances being requested.

Item 1: An off-premise billboard will not enhance the neighborhood but just add to the unsightly clutter competing with other billboards and signs on the properties advertising their business location.

Items 2, 3, and 4: These are all variances wanting more than is allowed in the area - size, height, and spacing. This will block the views from the neighboring properties and add to the light pollution and be another distraction to drivers on I-25.

If they must overcome the hardships of putting signage on this property, it is the wrong location for a sign to begin with. Taller due to power lines, setback from highway requiring a larger sign.

I recommend that the Adams County Planning Commission and Board of Adjustment deny these variances.

Thank you for your assistance in this matter.

Sincerely,

  
James Donaldson  
President

Community & Economic  
Development Department  
Development Services Division  
[www.adcogov.org](http://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: Durland - 56th & Lincoln Billboard Conditional Use  
Case Number: RCU2018-00006

May 7, 2019

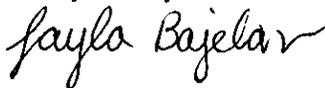
The Adams County Planning Commission is requesting comments on the following resubmittal application: **Conditional use permit to allow an off-premise sign (billboard) in the Industrial-1 zone district** This request is located at 48 E 56TH AVE. The Assessor's Parcel Number is 0182515100001.

Applicant Information:  
Scott Durland  
5450 North Valley Hwy  
Denver, Colorado 80216

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 05/23/2018 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 [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org).

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

Thank you for your review of this case.



Layla Bajelan  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5



## Public Hearing Notification

Case Name:	Durland - 56th & Lincoln Billboard
Case Number:	RCU2018-00006
Planning Commission Hearing Date:	02/27/2020 at 6:00 p.m.
Board of County Commissioners Hearing Date:	03/17/2020 at 9:30 a.m.

February 5, 2020

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

**Request for a Conditional Use Permit to allow an off-premise electronic sign (billboard).**

This request is located at 48 E 56TH AVE on 2.6845 acres. The Assessor's Parcel Number(s) 0182515100001 and the property is zoned as Industrial-1 (I-1).

Applicant Information: Street Media Group  
161 Saturn Drive Unit 5A  
Fort Collins, Colorado 80525

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](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Layla Bajelan, Long Range Planner I  
Case Manager

# PUBLICATION REQUEST

Durland-56<sup>th</sup> and Lincoln Billboard CUP

Case Number: RCU2018-00006  
Planning Commission Hearing Date: 02/27/2020 at 6:00 p.m.  
Board of County Commissioners Hearing Date: 03/17/2020 at 9:30 a.m.

Public Hearings Location: 4430 S. Adams County Pkwy., Brighton, CO 80602

Request: Conditional Use Permit to allow an off-premise sign (billboard) in the Industrial-1 zone district.

Location: 48 E. 56<sup>th</sup> Avenue  
Denver, CO 80229

Parcel Number: 0182515100001

Case Manager: Layla Bajelan

Applicant: Street Media Group  
161 Saturn Drive Unit 5A  
Fort Collins, Colorado 80525

Owner: Scott Durland  
Durland Development, LLC  
5450 North Valley Hwy  
Denver, CO 80216

CURRENT SITE LEGAL DESCRIPTION: A PARCEL OF LAND SITUATED IN THE NOR'HWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NOR'HWEST ONE-QUARTER OF NORTHEAST ONE-QUARTER; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF NORTHEAST ONE-QUARTER SOUTH 88 DEGREES 47 MINUTES 45 SECONDS WEST A DISTANCE OF 717.38 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 15 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF 56TH AVENUE AND ALSO BEING THE NORTHEAST CORNER OF THE PARCEL A AS DESCRIBED IN BOOK 4334 AT PAGE 586; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST A DISTANCE OF 599.99 FEET TO THE NORTH RIGHT-OF-WAY OF 55TH AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89 DEGREES 03 MINUTES 50 SECONDS WEST A DISTANCE OF 374.92 FEET TO THE WESTERLY LINE OF THE PARCEL B AS DESCRIBED IN BOOK 4334 AT PAGE 586; THENCE ALONG SAID WESTERLY LINE NORTH 21 DEGREES 19 MINUTES 02 SECONDS EAST A DISTANCE OF 136.72 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 00 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 16.05 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, BY DEED RECORDED JULY 19, 1960, IN BOOK 855 AT PAGE 545; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NORTH 17 DEGREES 14 MINUTES 23 SECONDS EAST A DISTANCE OF 133.41 FEET, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 12, BLOCK 2, GRAMERCY PARK; THENCE ALONG THE NORTH LINE OF LOTS 12, 13, 14, AND 15, OF SAID BLOCK 2 NORTH 88 DEGREES 51 MINUTES 36 SECONDS EAST A DISTANCE OF 80.94 FEET TO THE NORTHEAST CORNER OF LOT 15, SAID BLOCK 2, SAID CORNER BEING THE NORTHEAST CORNER OF THE PARCEL B DESCRIBED IN BOOK 4334 AT PAGE 586 AND ALSO BEING ON THE EASTERLY LINE OF SAID GRAMERCY PARK; THENCE ALONG THE EASTERLY LINE OF SAID GRAMERCY PARK NORTH 00 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 160.72 FEET TO THE SOUTHERLY POINT OF THE PARCEL CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, BY DEED RECORDED IN BOOK 420 AT PAGE 310; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NORTH 19 DEGREES 27 MINUTES 53 SECONDS EAST A DISTANCE OF 180.01 FEET TO THE SOUTH RIGHT-OF-WAY OF 56TH AVENUE; THENCE ALONG SAID RIGHT-OF-WAY A DISTANCE OF 139.83 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THOSE PORTIONS THEREOF AS CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO IN THE DEED RECORDED MARCH 12, 2015 UNDER RECEPTION NO. 2015000017571.



Referral Listing  
Case Number RCU2018-00006  
Durland - 56th & Lincoln Billboard Conditional Use

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 Fire Protection District

Chris Wilder  
8055 N. WASHINGTON ST.  
DENVER CO 80229  
(303) 289-4683  
cwilder@acfpd.org

CDPHE - AIR QUALITY

Richard Coffin  
4300 CHERRY CREEK DRIVE SOUTH  
DENVER CO 80246-1530  
303.692.3127  
richard.coffin@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 Wiedrich  
5325 Zuni St, Rm 728  
Denver CO 80221  
720-578-3724 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

AgencyContact Information

---

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

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

MAPLETON SCHOOL DISTRICT #1

CHARLOTTE CIANCIO  
591 E. 80TH AVE  
DENVER CO 80229  
303-853-1015  
charlotte@mapleton.us

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229  
303-286-3338  
CSIMMONDS@MWRD.DST.CO.US

North Lincoln Water and Sanitation District

JORGE HINOJOS  
1560 Broadway  
Suite 1400  
Denver CO 80202  
303-861-0061  
ebarenberg@owen-engineering.com

North Pecos Water &amp; Sanitation District

Russell Traska  
6900 Pecos St  
Denver CO 80221  
303-429-5770  
manager@northpecoswater.org

Agency

Contact Information

---

North Washington Street Water & San Dist

Joe James  
3172 E 78th Ave  
Denver CO 80229  
303-288-6664 303-594-4392  
jjames@nwsbsd.com

NS - Code Compliance

Kerry Gress  
kgress@adcogov.org  
720.523.6832  
kgress@adcogov.org

Parks and Open Space Department

Nathan Mosley  
mpedrucci@adcogov.org  
aclark@adcogov.org  
(303) 637-8000  
nmosley@adcogov.org

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  
.

UNION PACIFIC RAILROAD

Melissa Meier  
280 S 400 W  
Salt Lake City UT 84101  
(801) 212-2706  
mmeier@up.com

Agency

Contact Information

---

UNION PACIFIC RAILROAD

Jason Mashek  
1400 DOUGLAS ST STOP 1690  
OMAHA NE 68179  
402-544-8552  
jemashek@up.com

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

181 E 56TH LLC  
C/O R BRUCE HOLDER AND R WAYNE HOLDER  
181 E 56TH AVE STE 400  
DENVER CO 80216-1750

5333 MATTRESS KING LLC  
5333 BANNOCK STREET  
DENVER CO 80216

200 CROSSROADS LLC  
200 E 55TH AVE STE 100  
DENVER CO 80216-1738

53RD BROADWAY LLC  
5040 ACOMA ST  
DENVER CO 80216-2010

220 E 56TH LLC  
910 W 8TH AVE  
DENVER CO 80204-4350

5445 BANNOCK LIMITED LIABILITY LIMITED  
PARTNERSHIP/C/O PATRICIA B MURRAY  
7700 E ILIFF AVE SUITE F  
DENVER CO 80231-5304

2700 BLAKE STREET LLC  
5601 LOGAN STREET  
DENVER CO 80216

5454 WASHINGTON ST NO 1 LLC  
5454 WASHINGTON ST STE 1  
DENVER CO 80216-1700

290 E 56TH AVE LLC  
811 REED ST  
LAKEWOOD CO 80214-4819

5470 N VALLEY HIGHWAY LLC  
5470 N VALLEY HWY  
DENVER CO 80216-1729

4350 BROADWAY LLC  
5260 LINCOLN ST  
DENVER CO 80216-2057

5500 PENNSYLVANIA LLC  
957 ROXWOOD LN APT A  
BOULDER CO 80303-2880

436 EAST 56TH AVENUE LLC  
PO BOX 16412  
DENVER CO 80216-0412

5600 EMERSON STREET LLC  
6885 LOWELL BLVD  
DENVER CO 80221-2652

520 EAST 56TH LLC  
520 E 56TH AVE  
DENVER CO 80216-1717

5867 BROADWAY LLC  
1401 17TH ST STE 700  
DENVER CO 80202-1241

5200 BROADWAY LLC  
5040 ACOMA ST  
DENVER CO 80216-2010

5919 N BROADWAY LLC  
PO BOX 350386  
WESTMINSTER CO 80035

5250 SHERMAN STREET LLC  
6600 E DORADO AVE  
GREENWOOD VILLAGE CO 80111-1750

A YARD LLC  
PO BOX 481  
COMO CO 80432-0481

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

BELIVEAU HOLDINGS LLC  
16621 HORIZON DR  
BRIGHTON CO 80601-4200

ADKINS AND BERRY ENTERPRISES LLC  
16550 TIMBER COVE ST  
HUDSON CO 80642-7942

BELL MARCUS B  
445 MAJESTIC VIEW DR  
BOULDER CO 80303-4504

ADS GROUP LLC  
C/O METALWORKS  
PO BOX 16452  
DENVER CO 80216

BIG WOODY INC  
PO BOX 1269  
FAIRPLAY CO 80440-1269

AINSWORTH ROCK SALES INC  
PO BOX 16561  
DENVER CO 80216-0561

BILL AND TODD LLC  
9 LYNN ROAD  
ENGLEWOOD CO 80113

ANCHOR BUSINESS PARK LLC  
5360 N WASHINGTON ST  
DENVER CO 80216

BKY REAL ESTATE LLC  
5454 WASHINGTON ST 10  
DENVER CO 80216

APPLEBROOK RLLP  
C/O STEVE APPLEMAN  
3250 IRIS COURT  
WHEAT RIDGE CO 80033

BLUEWATER INVESTMENTS LLC  
383 W 56TH AVE  
DENVER CO 80216-1621

ARISMENDIZ CYNTHIA  
5555 PENNSYLVANIA ST  
DENVER CO 80216-1754

BNC SERVICES LLC  
5641 WASHINGTON ST  
DENVER CO 80216-1319

ARKANSAS BANDAG CORPORATION  
PO BOX 10048  
FORT SMITH AR 72917-0048

BNSF RAILWAY COMPANY  
C/O PROPERTY TAX DEPT  
PO BOX 961089  
FORT WORTH TX 96161-0089

BATS INVESTMENTS LLC  
5700 WASHINGTON ST  
DENVER CO 80216-1322

BNSF RAILWAY COMPANY  
C/O PROPERTY TAX DEPT  
PO BOX 961089  
FORT WORTH TX 76161-0089

BBJW ASSOCIATES  
250 E 54TH AVE  
DENVER CO 80216-1901

BNSF RAILWAY COMPANY  
PROPERTY TAX DEPT  
PO BOX 961089  
FT WORTH TX 76161-0089

BOOCO LOYOLA A REVOCABLE TRUST  
8228 EVERETT WAY  
ARVADA CO 80005-2209

CEDAR BEACH LLC  
929 PEARL ST STE 300  
BOULDER CO 80302-5355

BOSCOE CHILDREN LLLP  
C/O MICHAEL BLOOM REALTY COMPANY  
300 S JACKSON ST NO 440  
DENVER CO 80209-3176

CENTERCORE INVESTMENTS LLC  
385 INVERNESS PKWY STE 460  
ENGLEWOOD CO 80112-5854

BROADSTONE CMM COLORADO LLC  
C/O CUSTOM MADE MEALS  
5575 LOGAN ST  
DENVER CO 80216-1757

CHRISMAN MARK AND CHRISMAN KEN  
5395 N LINCOLN STREET  
DENVER CO 80216

BROTHERS REDEVELOPMENT INC  
2250 EATON ST STE B  
EDGEWATER CO 80214-1281

CHRISMAN STANLEY  
5395 LINCOLN ST  
DENVER CO 80216-1932

C AND S HOLDINGS NORTH LLC  
1773 W WESLEY AVENUE  
ENGLEWOOD CO 80110

CHRISMAN STANLEY J  
5395 LINCOLN ST  
DENVER CO 80216-1932

C&S HOLDINGS NORTH LLC  
1775 W WESLEY AVE  
ENGLEWOOD CO 80110

CHRISMAN STANLEY J AND  
CHRISMAN BETTY M  
5395 LINCOLN ST  
DENVER CO 80216-1932

CAGSPI 500 LLC  
1440 BLAKE ST STE 320  
DENVER CO 80202-1489

CHRISTENSON DONALD P AND  
CHRISTENSON ROSEMARY  
2136 HARLAN ST  
DENVER CO 80214-1147

CARREON-PEREZ JORGE IMEER  
5589 PEARL ST  
DENVER CO 80216-1720

CHRISTENSON DONALD P TRUST UND 1/2 INT a  
CHRISTENSON ROSEMARY TRUST UND 1/2 INT  
2136 HARLAN ST  
DENVER CO 80214-1147

CB RESOURCES LLC  
5720 WASHINGTON ST  
DENVER CO 80216-1322

CI DEN I-GW LLC  
C/O TAX DEPT.  
AURORA CO 80014-3509

CCP METROPOLITAN DISTRICT NO 3  
8390 E CRESCENT PKWY STE 500  
GREENWOOD VILLAGE CO 80111

CITY AND COUNTY OF DENVER  
1437 BANNOCK ST  
DENVER CO 80202-5321

CITY AND COUNTY OF DENVER  
1437 BANNOCK ST  
DENVE CO 80202-5321

DAWSON 434 LLC  
11780 FAIRPLAY ST  
BRIGHTON CO 80603-7225

CNG INVESTMENTS LLC  
5200 W 94TH TERRACE SUITE 114  
PRAIRIE VILLAGE KS 66207

DE EDWARD LLC  
3755 E 151ST AVE  
BRIGHTON CO 80602-7786

COBITCO INC  
5301 BANNOCK ST  
DENVER CO 80216-1623

DENVER CROSS LP  
14093 BALBOA BLVD  
SYLMAR CA 91342-1090

COBITCO INC  
5301 N BANNOCK STREET  
DENVER CO 80216-1623

DENVER ELECTRICAL JOINT APPRENTICESHIP  
AND TRAINING TRUST FUND A TRUST  
5610 LOGAN ST  
DENVER CO 80216

COLORADO DEPARTMENT OF  
TRANSPORTATION  
2000 S HOLLY ST  
DENVER CO 80222-4818

DENVER HOUSE RENTALS LLC  
820 S MONACO PKWY  
DENVER CO 80224-3703

COLORADO PROPERTY PARTNERS LLC  
1600 NW 163RD STREET  
MIAMI FL 33169

DENVER MART LLC  
451 E 58TH AVE STE 4270  
DENVER CO 80216-8470

COLORADO RURAL ELECTRIC ASSOCIATION  
5400 N WASHINGTON ST  
DENVER CO 80216

DFA LLC  
PO BOX 270665  
LAS VEGAS NV 89127

CORLESS-KENNEDY LORI K  
5203 LINCOLN  
DENVER CO 80216-1930

DURLAND DEVELOPMENT LLC  
15025 FEDERAL BLVD  
BROOMFIELD CO 80023-8700

CROSSROADS COMMERCE PARK INDUSTRIAL LLC  
C/O TC DENVER DEVELOPMENT INC  
1290 N BROADWAY STE 540  
DENVER CO 80203-5601

DURLAND DEVELOPMENT LLC  
14811 PECOS ST  
BROOMFIELD CO 80023

DANCING FROG HOLDINGS LLC  
5454 WASHINGTON ST STE 6  
DENVER CO 80216-1700

E W S PROPERTIES LLC  
PO BOX 369  
SEDALIA CO 80135-0369

FALTERMAIER RUDOLF  
14111 W 59TH AVE  
ARVADA CO 80004

GARCIA ALEX LEON  
5326 N LINCOLN ST  
DENVER CO 80216

FERRARO KATHLEEN A  
16583 LAS BRISAS DR  
BROOMFIELD CO 80023-8069

GCC DACOTAH INC  
501 N SAINT ONGE ST/PO BOX 360  
RAPID CITY SD 57709-0360

FIRST INDUSTRIAL LP  
8200 PARK MEADOWS DR STE 8226  
LONE TREE CO 80124-2768

GLOBEVILLE I LLC  
4601 DTC BLVD STE 130  
DENVER CO 80237-2575

FOUR-H PROPERTIES LLC  
114 RIDGE ROAD  
EVERGREEN CO 80439

GONZALES JOSIE AND  
FONAZALEZ FELIPE  
5294 LINCOLN ST  
DENVER CO 80216

FR MASSACHUSETTS 7 LLC  
8200 PARK MEADOWS DR STE 8226  
LONE TREE CO 80124-2768

HAASE HOLDING 1 LLC  
5351 LINCOLN ST  
DENVER CO 80216-1932

FREIGHTLINK OF COLORADO LLC  
241 W 56TH AVE  
DENVER CO 80216-1619

HANNIFIN FRANCES A  
PO BOX 350010  
WESTMINSTER CO 80035-0010

FRRE LLC  
5641 BROADWAY  
DENVER CO 80216-1021

HERRING SANG  
3101 S NORFOLK ST  
AURORA CO 80013-2009

FURNITURE ROW COLO LLC  
5603 BROADWAY  
DENVER CO 80216-1021

HONCHAR VLADIMIR AND  
JARACZ DAVID J  
5350 BROADWAY  
DENVER CO 80216

FURNITURE ROW USA LLC  
5603 BROADWAY  
DENVER CO 80216-1021

HUNT FAMILY PARTNERSHIP LLLP  
PO BOX 16342  
DENVER CO 80216-0342

GAGLIA GARY L AND  
GAGLIA LEONA  
14671 PECOS ST  
WESTMINSTER CO 80023-6287

HUNTER BRET  
5721 LOGAN ST  
DENVER CO 80216-1323

HYDRO ROCKY MOUNTAIN REAL ESTATE LLC  
C/O JAMES SHAFFER  
6320 CUNNINGHAM RD  
HOUSTON TX 77041-4712

KOPPERS INDUSTRIES INC  
1750 KOPPERS BUILDING  
PITTSBURGH PA 15219-1818

INTERSTATE BUSINESS PARK 55TH LLC  
PO BOX 577  
LITTLETON CO 80160-0577

L AND R PARTNERSHIP  
5330 FOX STREET  
DENVER CO 80216-1630

J A MARTINEZ HOLDINGS LLC  
5255 N LINCOLN  
DENVER CO 80216

LEE AND LEE PROPERTIES LLC  
630 E 58TH AVE  
DENVER CO 80216

J A MARTINEZ HOLDINGS LLC  
5255 LINCOLN ST  
DENVER CO 80216-1930

LIGHTING MOBILE WASH INC  
260 E 54TH AVE  
DENVER CO 80216-1902

JMD INVESTMENTS LLC  
290 E 56TH AVE  
DENVER CO 80216

LOBATO PETE A  
C/O SERCK SERVICES INC  
5501 PEARL ST  
DENVER CO 80216

JOHNS MOBILE HOLDINGS LLC  
5255 LINCOLN ST  
DENVER CO 80216-1930

LUJAN ENRIQUE AND  
LUJAN MARY H  
7575 STUART ST  
WESTMINSTER CO 80030-4744

KHAN SHAREQ  
2631 SOUTH ZUNI ST  
DENVER CO 80219

MART LODGING LLC  
10 E 120TH AVE  
NORTHGLENN CO 80233-1002

KIOWA CREEK INVESTMENTS LLC  
355 E 55TH AVE  
DENVER CO 80216-1702

MART PLAZA LLC  
PO BOX 2464  
LITTLETON CO 80161-2464

KLO PROPERTIES LLC  
5801 LOGAN STREET SUITE 100  
DENVER CO 80216

MARTINEZ ANGELINE J  
2020 S ROUTT CT  
LAKEWOOD CO 80227-1927

KMJ DAHLIA LLC  
5454 WASHINGTON ST  
DENVER CO 80216-1767

MARTINEZ ANTHONY L  
9803 W HAWAII DR  
LAKEWOOD CO 80232-6311

MATTSON CARL W  
5856 S LOWELL BLVD STE 32-316  
LITTLETON CO 80123-7915

OWENS CORNING ROOFING AND ASPHALT LLC  
ATTN TAX DEPARTMENT  
ONE OWENS CORNING PKWY  
TOLEDO OH 43659

MC DONALD S CORPORATION  
C/O HILL SEVEN #2 LLC  
PO BOX 350397  
WESTMINSTER CO 80035-0397

P AND J TRUJILLO LLLP  
13804 SAGAR DR  
BROOMFIELD CO 80023-3976

MOUNTAIN STATES PACKAGING LLC  
7475 E 84TH AVE  
COMMERCE CITY CO 80022-5040

PAGELS MELVERN D AND  
PAGELS KAREN K  
855 BRAUN COURT  
GOLDEN CO 80401

MUELLER KENNETH A  
15025 FEDERAL BLVD  
BROOMFIELD CO 80023-8700

PARAMOUNT COMMUNICATIONS REALTY CORP  
C/O RYAN LLC -EMILY FERRIS  
2800 POST OAK BLVD STE 4200  
HOUSTON TX 77056-6139

MUSSO IMOGENE E  
1310 W 100TH AVE  
DENVER CO 80260-5970

PAULSON MARK JAE  
16249 WCR 13  
PLATTEVILLE CO 80651

MYKLEBUST HOLDINGS LLC  
5454 WASHINGTON ST STE 11  
DENVER CO 80216-1700

PAYKOC HOLDINGS LLC  
5733 LOGAN CT  
DENVER CO 80216-1406

NEXEO SOLUTIONS LLC  
ATTN: TAX DEPARTMENT  
THE WOODLANDS TX 77380-3488

PETERMAN INVESTMENTS LLC  
3889 TAFT CT  
WHEAT RIDGE CO 80033-5353

NORTH BROADWAY VENTURES LLC  
875 W 64TH AVENUE  
DENVER CO 80221

PETERSON EQUITIES LLC  
1912 N TAFT AVE  
LOVELAND CO 80538-3115

OLIVAS LORENZO  
5398 LINCOLN ST  
DENVER CO 80216

PINCHAS LIMITED LIABILITY  
COMPANY  
1400 GLENARM PL NO. 201  
DENVER CO 80202-5033

ORNELAS MANUEL AND  
ORNELAS DEBORAH A  
4709 WASHINGTON ST  
DENVER CO 80216-2745

PINCHAS LIMITED LIABILITY COMPANY  
C/O JOSEPH WEILMINSTER P M  
1400 GLENARM PLACE SUITE 201  
DENVER CO 80202

POTTS F F AND  
POTTS BARBARA A  
8326 OSAGE WAY  
DENVER CO 80221-3952

RICHARD ANTHONY W AND  
RICHARD IVERTA L  
5350 LINCOLN ST  
DENVER CO 80216-1933

POTTS FREDRICK F AND  
POTTS BARBARA A  
8326 OSAGE WAY  
DENVER CO 80221-3952

RICHARD ANTHONY W AND RICHARD IVERTA L  
5390 LINCOLN ST  
DENVER CO 80216

PRESIDENT TREASURER ET AL  
5660 LOGAN ST  
DENVER CO 80216-1302

RICHTER SCOTT  
1490 W 121ST AVE STE 201  
DENVER CO 80234-3497

PRINCIPALIS LLC  
4656 CAMINO PERDIDO  
GOLDEN CO 80403-7714

RLDL HOLDINGS LLC  
5380 WASHINGTON ST  
DENVER CO 80216-1951

PROVEST LLC  
5786 LOGAN CT  
DENVER CO 80216-1405

RODRIGUEZ DIANNA J/LUKE GENE AND  
RODRIGUEZ JERRY  
5500 WASHINGTON ST  
DENVER CO 80216-1723

RALEY LEE AND RALEY FRANK  
5503 LOGAN CT  
DENVER CO 80216-1757

ROHR PROPERTIES LLC  
350 E 57TH AVE  
DENVER CO 80216

RAMIREZ FLOR  
5322 LINCOLN ST  
DENVER CO 80216-1933

ROSE OF SHARON HOLINESS  
PENTECOSTAL CHURCH INC  
2905 IVY ST  
DENVER CO 80207

REIL ENTERPRISES LLC  
5454 WASHINGTON ST NO 8  
DENVER CO 80216-1700

ROSE OF SHARON HOLINESS PENTECOSTAL  
CHURCH INC  
2905 IVY ST  
DENVER CO 80207

RFM PROPERTIES LLC  
701 W 64TH AVE FRNT  
DENVER CO 80221-2884

ROSE OF SHARON PENTECOSTAL HOLINESS  
CHURCH INC  
2905 IVY ST  
DENVER CO 80207

RFM PROPERTIES LLC  
701 W 64TH AVE  
DENVER CO 80221-2884

ROSEBEN HS LLC  
615 GARLAND WAY  
BRENTWOOD CA 94513-2632

ROTH INVESTMENT LLC  
8100 E UNION AVE UNIT 1703  
DENVER CO 80237-2977

SMRC LLC  
5600 WASHINGTON ST/BOX 16473  
DENVER CO 80216-1320

SALEH ABDUL AND  
SALEH SHADIN  
410 E 134TH AVE  
DENVER CO 80241-1721

SPERA MICHAEL  
4785 EASLEY RD  
GOLDEN CO 80403-1653

SCHLEINING WILLIAM R AND  
SCHLEINING BOBBIE LOU  
8270 AUBURN LN  
WESTMINSTER CO 80030-3946

SPERA MICHAEL AND  
GIBBONS PATYE  
4785 EASLEY RD  
GOLDEN CO 80403-1653

SCHULTZ DARREL  
661-665 E 56TH AVE  
DENVER CO 80216

SPERA MICHAEL AS TRUSTEE UND 75% INT  
GIBBONS PATRICIA AS TRUSTEE UND 25%  
4785 EASLEY RD  
GOLDEN CO 80403-1653

SHAH NILESH AND  
SHAH KALINDI  
1285 N FAIRBURY LN  
ANAHEIM CA 92807-2531

SPERA PASQUAL FAMILY TRUST ET AL  
5841 BROADWAY  
DENVER CO 80216-1024

SHAPIRO LORENZO ARTHUR  
5295 LINCOLN ST  
DENVER CO 80216-1930

ST THERESE S 777 LLC  
2563 W 108TH PLACE  
WESTMINSTER CO 80234

SHERMAN STREET  
INVESTMENT COMPANY  
PO BOX 18155  
GOLDEN CO 80402-6035

STANO ANTHONY M AND KATHLEEN A TRUST  
C/O ANTHONY M AND KATHLEEN A STANO AS TRUSTE  
ES  
7033 DOVER WAY  
ARVADA CO 80004-1737

SHERMAN STREET WEST  
INVESTMENT COMPANY  
PO BOX 18155  
GOLDEN CO 80402-6035

STANO ANTHONY M AND KATHLEEN A TRUST  
ANTHONY M AND KATHLEEN STANO AS TRUSTEES  
7033 DOVER WAY  
ARVADA CO 80004-1737

SIERRA PACIFIC INDUSTRIES  
PO BOX 496014  
REDDING CA 96049-6014

TC DENVER DEVELOPMENT INC  
1225 SEVENTEENTH ST SUITE 3050  
DENVER CO 80202

SMI PROPERTIES LLC  
106 WEDGEWOOD DR  
CARROLLTON GA 30117-4300

TEBO/INTREX LLC  
PO BOX T  
BOULDER CO 80306-1966

TITUS EMMA  
C/O ARNE ERIKSEN  
TUCSON AZ 85741-2415

VAP HOLDINGS LLC  
810 QUAIL ST STE A  
LAKEWOOD CO 80215-5514

TITUS EMMA  
C/O ARNE ERIKSEN  
C/O ARNE ERIKSEN  
TUCSON AZ 85741-2415

VILLA BERNABE AND  
TRINIDAD LUNA  
5346 LINCOLN STREET  
DENVER CO 80216

TONTO LAND AND DEVELOPMENT LLC  
5454 WASHINGTON ST STE 4  
DENVER CO 80216-1700

VILLALOBOS PROPERTIES LLC  
5472 LINCOLN ST  
DENVER CO 80216-1907

TOPS SERVICE INC 2/3 INT AND 58TH AVEHIR  
LLC 1/3 INT C/O CIARA DAWN LLC  
5810 LOGAN ST  
DENVER CO 80216-1329

WALKER PROPERTY GROUP INC  
420 E 58TH AVE SUITE 200  
DENVER CO 80216-1402

TROTSKY GLORIA TRUST 50% INT  
STEVENSON LINDA BETH 50% INT  
PO BOX 20492  
PHOENIX AZ 85036

WALNUT RIVER LLC  
300 E 57TH AVE  
DENVER CO 80216-1312

U S MOTELS DENVER NORTH INC  
5888 BROADWAY  
DENVER CO 80216-1025

WARD DON INC  
241 W 56TH AVE  
DENVER CO 80216-1619

UNITED HOLDING PROPERTIES LLC  
5312 BROADWAY STREET  
DENVER CO 80216

WASHINGTON BUSINESS PARK PROPERTY LLC  
C/O SPERRY PROPERTIES  
2871 N SPEER BLVD  
DENVER CO 80211-4226

UNITED HOLDING PROPERTY LLC  
5312 BROADWAY STREET  
DENVER CO 80216

WASHINGTON MANAGEMENT LLC  
5454 WASHINGTON AVENUE UNIT 3  
DENVER CO 80216

UNITED HOLDINGS PROPERTIES  
LLC  
5312 BROADWAY STREET  
DENVER CO 80216

WATER WOLF LLC  
10066 HOOKER ST  
WESTMINSTER CO 80031-6746

VALERO DIAMOND METRO INC  
C/O CST BRANDS INC  
PO BOX 691490  
SAN ANTONIO TX 78269-1490

WILDERNESS ONE LLC  
PO BOX 749  
LITTLETON CO 80160-0749

WILSON DOUGLAS A  
355 E 55TH AVE  
DENVER CO 80216

WSDB 550 LLC  
14689 HARRISON ST  
BRIGHTON CO 80602-7749

WSM 5925 BROADWAY LLC  
1601 S SHERIDAN ST  
WICHITA KS 67213-1339

ZIMMERMAN INVESTMENTS LTD  
201 E 58TH AVENUE  
DENVER CO 80216

## CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

48 E. 56th Avenue

on February 11, 2020

In accordance with the requirements of the Adams County Zoning Regulations

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

Layla Bajelan

# Durland-56<sup>th</sup> and Lincoln Billboard CUP

RCU2018-00006

48 E 56<sup>th</sup> Avenue

May 5<sup>th</sup>, 2020

Board of County Commissioners Public Hearing  
Community and Economic Development Department

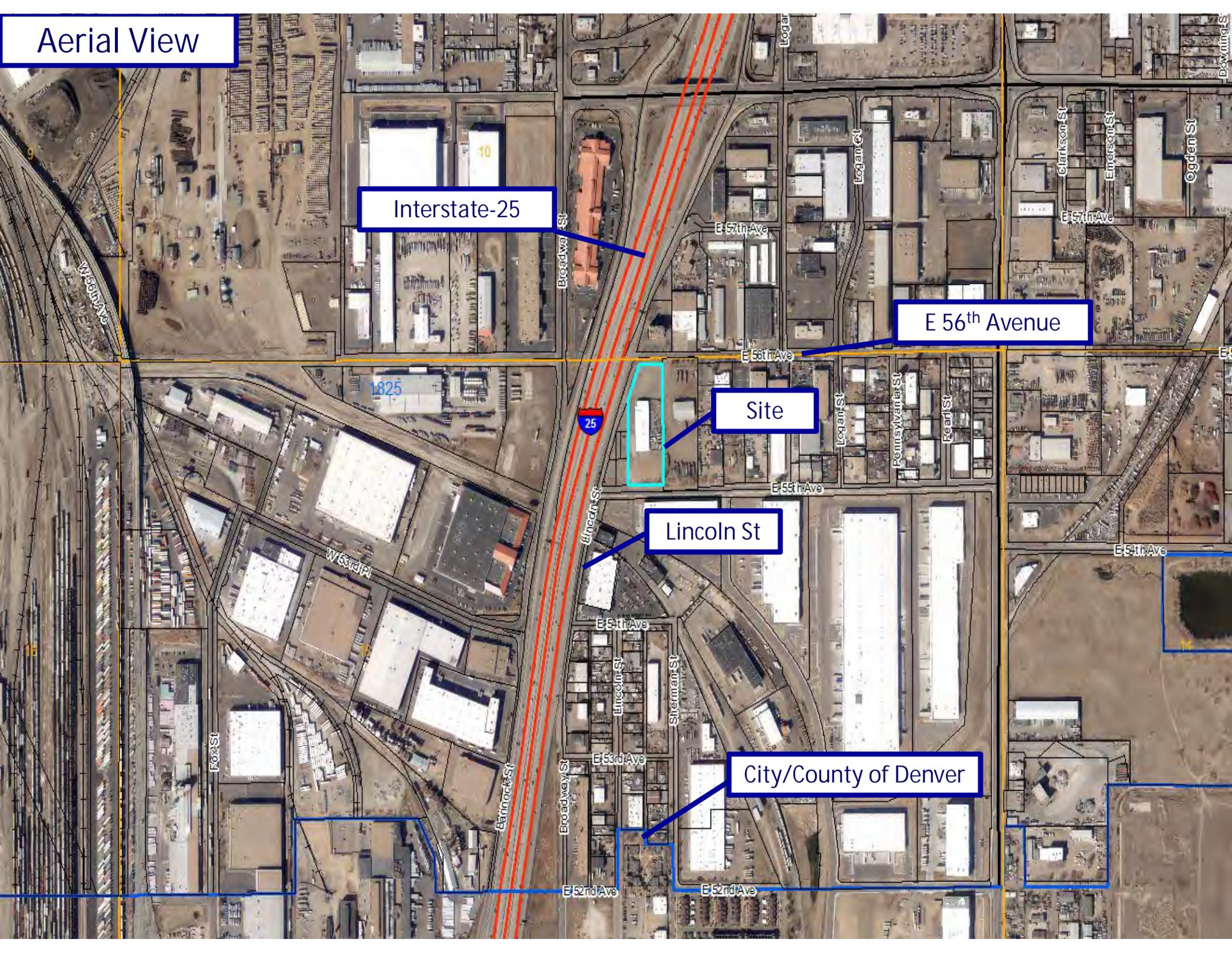
Case Manager: Layla Bajelan



# Requests

Request: Conditional Use Permit to allow an off-premise electronic sign (billboard) in the Industrial-1 (I-1) zone.

# Aerial View



Interstate-25

E 56th Avenue

Site

Lincoln St

City/County of Denver

Aerial View

E 56<sup>th</sup> Avenue

Interstate-25

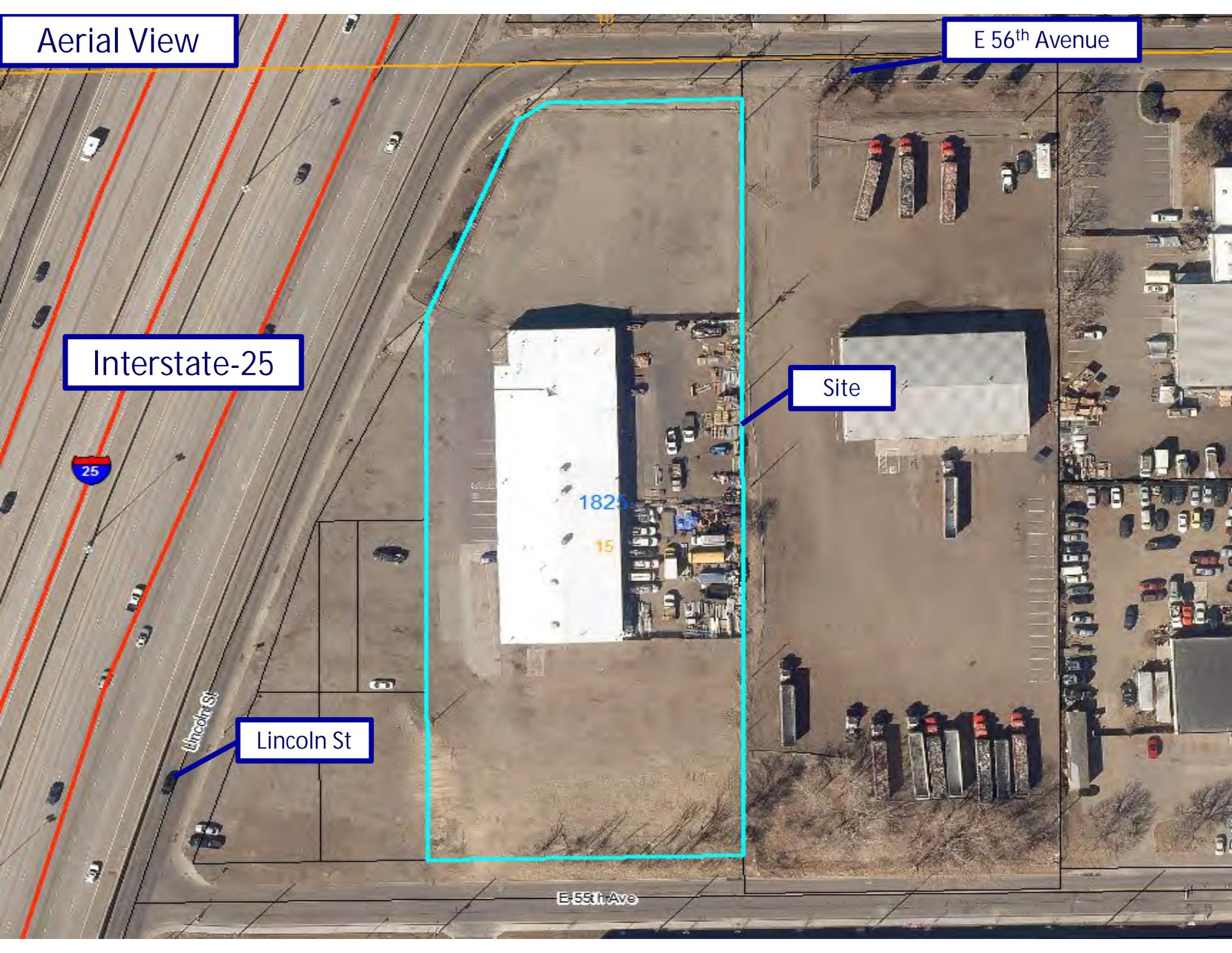
Site

Lincoln St

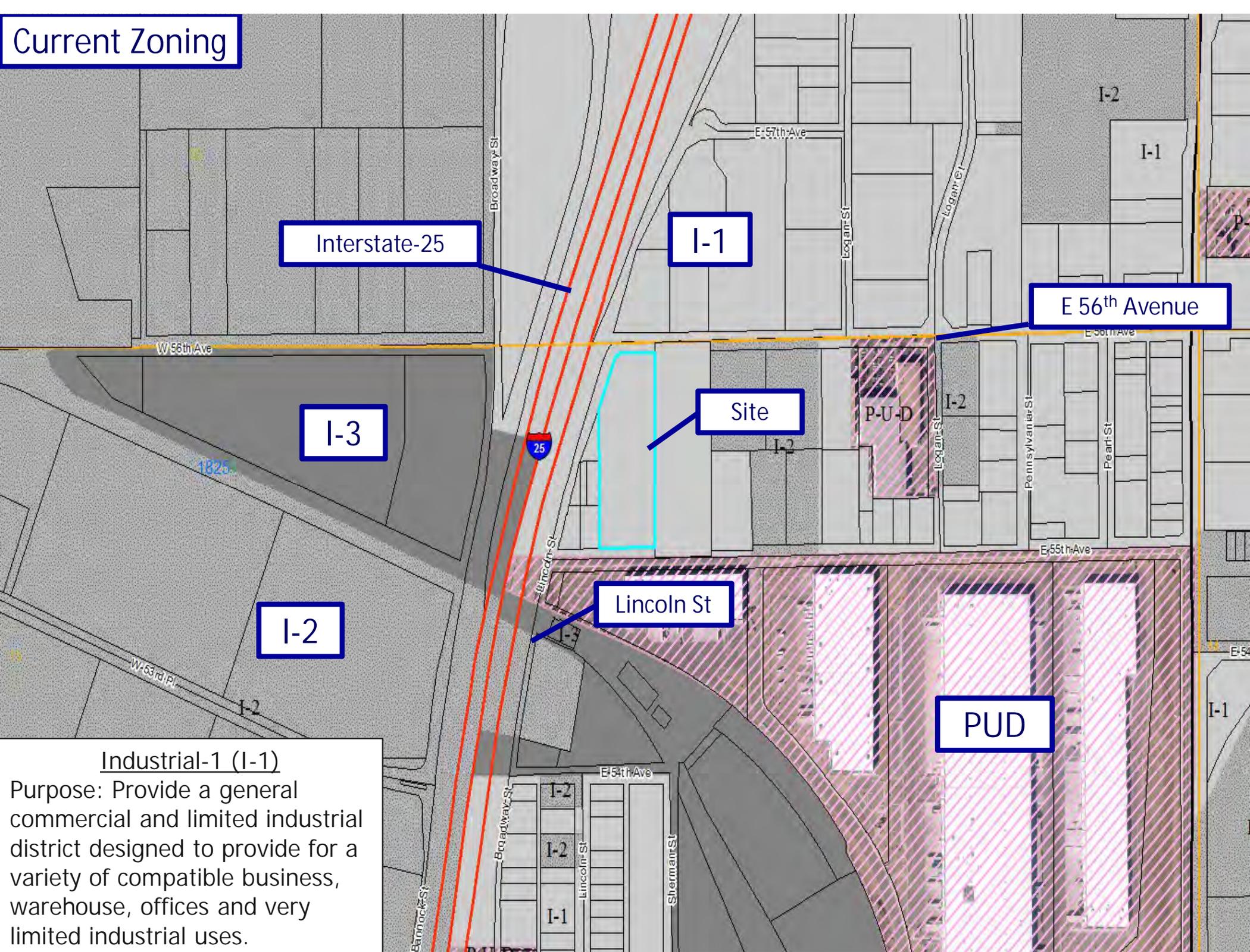
E 55<sup>th</sup> Ave

1825

15



# Current Zoning



Interstate-25

I-1

E 56th Avenue

I-3

Site

P-U-D

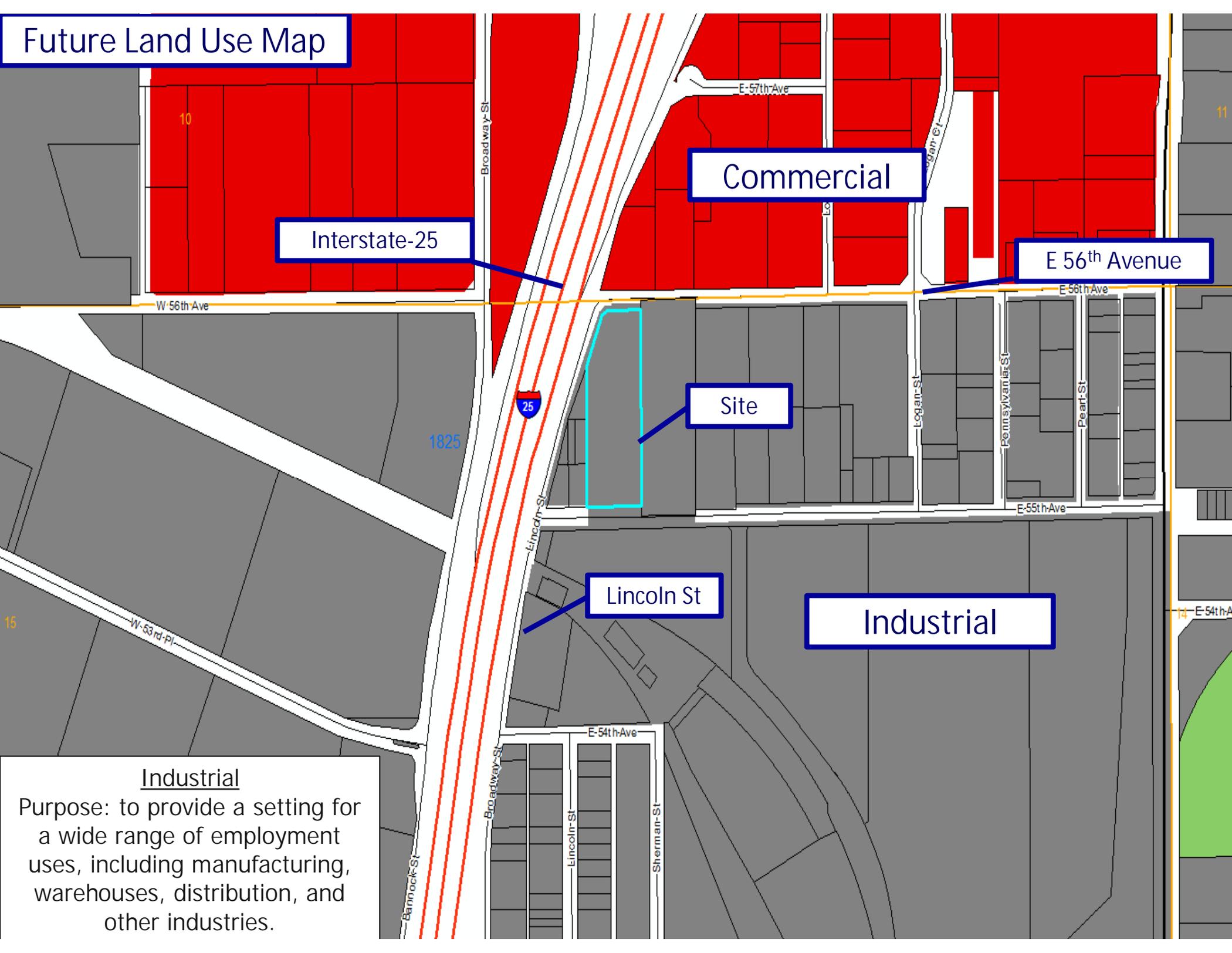
I-2

Lincoln St

PUD

Industrial-1 (I-1)  
Purpose: Provide a general commercial and limited industrial district designed to provide for a variety of compatible business, warehouse, offices and very limited industrial uses.

# Future Land Use Map



Interstate-25

Commercial

E 56<sup>th</sup> Avenue

Site

Lincoln St

Industrial

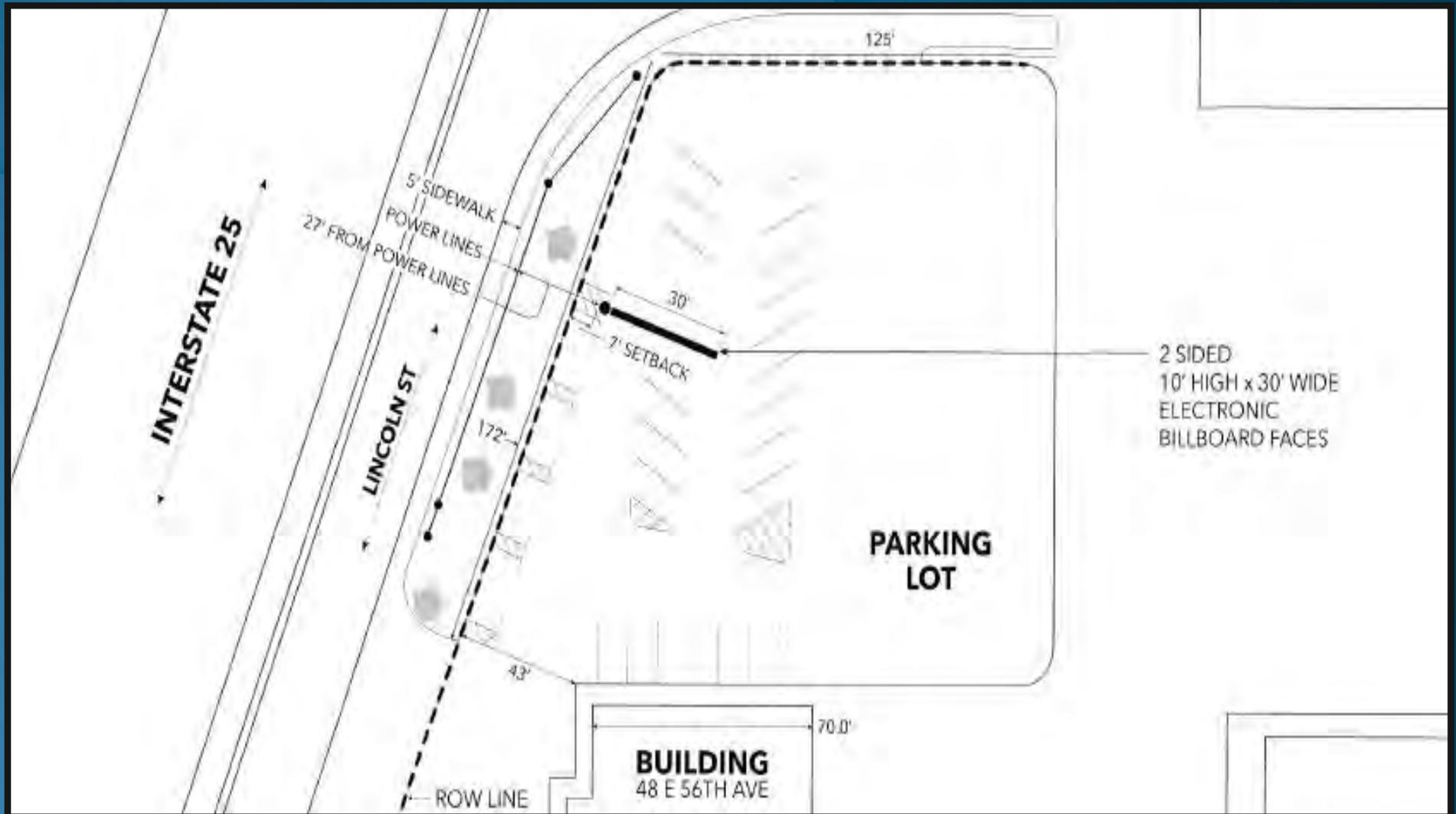
Industrial  
Purpose: to provide a setting for a wide range of employment uses, including manufacturing, warehouses, distribution, and other industries.

# Criteria for Conditional Use

Section 2-02-08-06

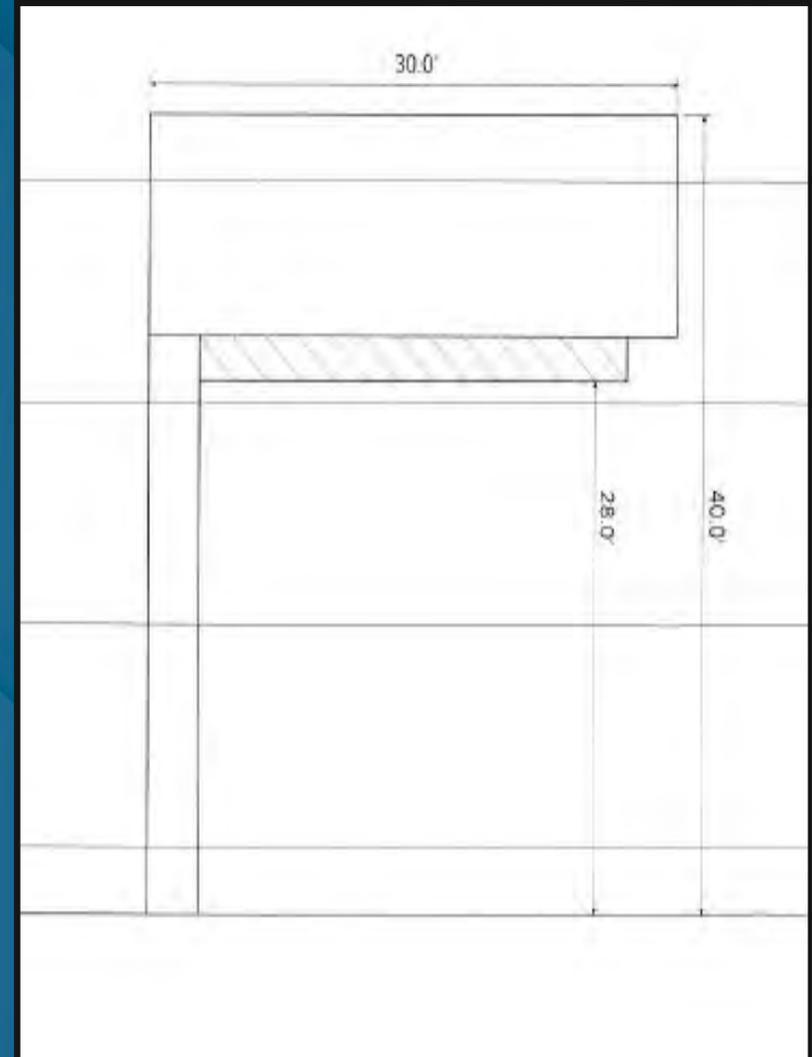
1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

# Applicant Site Plan



# Performance Standards

- Maximum Height: 40 feet, 40 ft proposed
- Maximum Size: 300 sq. ft. , 300 sq. ft proposed
- Only one two-faced off-premise sign
- Setback equal to the height
  - Variations in setback may be permitted
- Minimum of 2,000 ft. on the same side of the road
- Sign faces
  - Back-to-back, no V-shaped
  - Max. 3.5 feet apart
- Remain motionless for a min. of 4 seconds, 10 is optimal



# Variation in Setback

Applicant is requesting a variation in setback.

- 40 feet required
- 7 feet requested

Staff does not support this variation request:

- Does not address off site impacts
- Site has adequate space
- Not compliant with subarea plan

Recommended Condition Precedent of Approval:

The applicant must submit a revised site plan to the Community and Economic Development Department showing a minimum of 40-foot setback from all property boundaries for the proposed billboard.

# Southwest Area Framework Plan

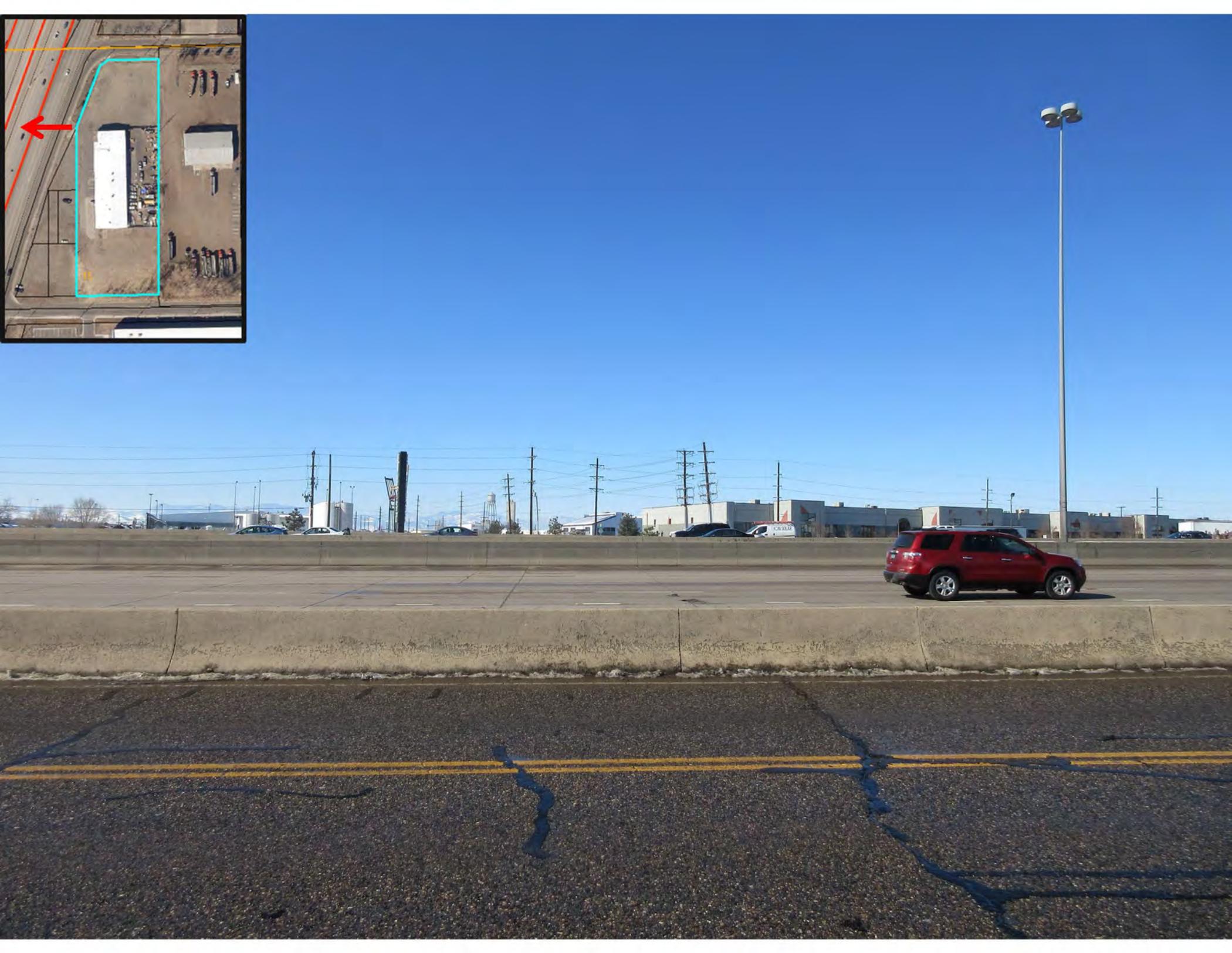
- Policy 14.7 to Enhance the area's role as an important County Gateway. Strategies in completing the goals include:
  - 1) 14.7.a. Entryway Image
  - 2) 14.7.b. Screening and Buffering
  - 3) 14.7.c Signs- Review and update the sign regulation provisions, including control of off-premise signs, applicable to private lands visible from I-70, I-25, and I-76 and key highway exits into the County.











# Referral Comments

Notifications Sent*	# Comments Received
204	1

\*Property owners and occupants within 2,640 ft.

Public Comment: Potential hazard to drivers along I-25, visual clutter to an area already filled with on premise signs

## Referral Agencies:

CDPHE, Century Link, Colorado Division of Wildlife, Comcast, Mapleton School District, Metro Wastewater, North Lincoln W/S District, North Pecos W/S District, North Washington W/S District, RTD, TCHD, UPR

Responding with concern: CDOT

Responding without Concern: Xcel

# Planning Commission Update

- Planning Commission Public Hearing: February 27, 2020
- Concerns regarding the setback and the denial letters provided by CDOT
- Planning Commission recommended APPROVAL of the subject request (RCU2018-00006) WITHOUT the applicants request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 5 Conditions, and 3 Notes to the applicant.

# 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

# Staff Recommendation

(RCU2018-00006; Durland-56<sup>th</sup>/Lincoln Billboard CUP)

Staff has determined that the following request is consistent with the criteria of approval only if approved with the recommended condition precedent.

Staff recommends APPROVAL of the subject request (RCU2018-00006) WITHOUT the applicants request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 5 Conditions, and 3 Notes to the applicant.

# Recommended Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the 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

## Recommended Condition Precedent of Approval:

1. The applicant must submit a revised site plan to the Community and Economic Development Department showing a minimum of 40-foot setback from all property boundaries for the proposed billboard.

## Recommended Conditions of Approval:

1. The applicant must show compliance with all the requirements of the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. Seq. and the Colorado rules and regulations promulgated thereunder by the Colorado Department of Transportation.
2. The applicant shall obtain a Roadside Sign Permit from the Colorado Department of Transportation.
3. The applicant shall obtain a building permit from Adams County for the billboard, including all required building permit inspections.
4. Each message displayed on the billboard shall remain static for a minimum of four (4) seconds and must transition immediately to the next message displayed.
5. The approval of the off-premise sign shall expire May 5<sup>th</sup>, 2030 unless renewed.

# Recommended Note to the Applicant

1. All applicable building, zoning, health, fire, and engineering requirements and codes shall be adhered to with this request. The applicant may submit an alternative design that can be approved through a Minor Amendment to this Conditional Use Permit by staff, as long as the design complies with the Adams County Development Standards and Regulations at the time of building permit application.
2. The conditional use permit shall expire on May 5<sup>th</sup>, 2021 if sign permits are not obtained from Adams County.
3. Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sounds, employs stereopticon, or includes motion picture projection is prohibited.

# Light Analysis

**Yellow** represents calculated illuminance figures at selected locations in **foot-candles [fc]**.

A full moon has a light impact of approximately **0.03 fc**. A value less than this is considered **negligible**.

**Parameters:**  
- Luminance = 300 NITS  
- Display Type = MRI VIQ 10' X 30'

Calculations made by Shehab Rustom, Engineering Product Manager Google Earth

**Yellow Lines** illustrate how the sign brightness drops rapidly from **80%** to **20%** to **1%** due to the incorporation of **Siteline Blocking Louvers**

**No light impact East of the 1% brightness yellow lines**





COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT

**CASE NO.: RCU2018-00018**

**CASE NAME: 64<sup>th</sup> Avenue Billboard**

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- 3.2 Applicant Site Plan

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- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (TCHD)
- 4.4 Referral Comments (XCEL)

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No Public Comment

**EXHIBIT 6- Associated Case Materials**

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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**May 5, 2020**

CASE No.: RCU2018-00018	CASE NAME: 64 <sup>th</sup> Avenue Billboard CUP
Owner's Name:	Copper Leasing, LLC
Applicant's Name:	Gary Young, Street Media Group
Applicant's Address:	161 Saturn Drive Unit 5A Fort Collins, CO 80525
Location of Request:	275 E 64 <sup>th</sup> Avenue, Denver, Colorado 80221
Nature of Request:	Conditional use permit to allow an off-premise electronic sign (billboard).
Zone District:	Industrial-3 (I-3)
Future Land Use:	Industrial
Site Size:	2.18 Acres
Proposed Use:	Industrial/ Electronic Billboard
Existing Use:	Industrial Warehouse
Hearing Date(s):	<b>PC: February 27, 2020 / 6:00 pm</b> <b>BoCC: May 5, 2020 / 9:30 am</b>
Report Date:	February 28, 2020
Case Manager:	Layla Bajelan
Staff Recommendation:	Staff recommends APPROVAL of the subject request WITHOUT the applicants request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 6 Conditions, and 3 Notes to the applicant.

**SUMMARY OF APPLICATION**

**Background:**

The applicant, Gary Young of Street Media Group, is requesting a conditional use permit to allow for an off-premise electronic sign (billboard) in the Industrial-3 zone district. The property is currently developed with an industrial warehouse and associated outdoor storage.

**Site Characteristics:**

The subject property is zoned as Industrial-3 (I-3) and is approximately 2.18 acres. The parcel has frontage along I-76, I-25, and E. 64<sup>th</sup> Ave and is accessed from E. 64<sup>th</sup> Avenue. The site is approximately 2.18 acres and located east of E. 64<sup>th</sup> Ave, at the southwest corner of the

intersection of Interstate-25 and Interstate-76. Currently, the site is developed with an approximately 10,950 square foot construction materials warehouse and office facility.

The site is the same grade as Interstate-25 ramp and is visible from both the north and south bound lanes of the interstate. The parking lot for the industrial warehouse is located on the southeast end of the property and would be the location of the subject billboard. The billboard is proposed to be located roughly six feet from the eastern and southern property lines in the parking lot of the subject site.

**Development Standards and Regulations:**

The property is zoned Industrial-3 (I-3). Per Section 3-24-01 of the County's Development Standards and Regulations, the purpose of the I-3 zone district is to provide a heavy industrial district designed to accommodate most industrial enterprises. Off-premise advertising devices are permitted with an approved Conditional Use Permit in the C-5 and all industrial zone districts.

Section 4-15 of the County's Development Standards and Regulations outlines the required design and performance standards for billboards, which includes standards for electronic signs. These standards ensure outdoor advertising devices are properly located to minimize visual and physical impacts to surrounding properties. Required design standards include: maximum height, maximum sign area, number of billboards allowed per lot, minimum setbacks from property lines, and minimum spacing from other off-premise signs.

Section 4-15-07 of the County's Development Standards and Regulations outlines other limitations for off-premise signs. The minimum right-of-way and property line setback requirements shall be equal to the height of the billboard, as measured from the leading edge of the base of the sign pole. Variations in the setback requirement may be granted with the issuance of a Conditional Use Permit. The applicant is requesting a variation in the setback of the subject off-premise sign to allow for only six feet from the eastern and southern property line where 40 feet is required, as that is the height of the sign.

The subject parcel has excellent visibility from I-25 and I-76 and the applicant could place the billboard further into the property and still sufficiently advertise to vehicles on the Interstate. County Staff has done an analysis of other off-premise billboards approved through the Conditional Use Permit process and the Board has not approved any billboards with a setback less than 25-feet. Staff does not support the request to have a six-foot setback because, in the event that the billboard falls over, it would fall onto CDOT right-of-way and traffic on the south bound I-25 ramp. Therefore, staff is recommending denial of request for a variation in the required setback and has added a condition precedent that, if the billboard is approved, the applicant submit a revised site plan to the Community and Economic Development Department showing a minimum of a 40-foot setback.

The applicant has submitted a site plan and elevation drawings with the subject request. The proposed billboard is 40 feet in height. The proposed sign has two advertising faces, with each being three hundred 300 square feet per sign face. The proposed height and size of the billboard conforms to the County's required maximum height of 40 feet and maximum sign area of 300

square feet for each single sign face. When a sign face has two faces, these faces shall be back to back and shall not be more than three and one half (3.5) feet from one another. The proposed billboard shows compliance with this requirement.

Per Section 4-15-01 of the County's Development Standards and Regulations, only one off-premise sign is permitted per lot. In addition, all off-premise signs located on the same side of a road or highway shall be separated by a minimum of 2,000 linear feet. The proposed billboard will be the only billboard permitted on the property and the applicant has provided documentation demonstrating that no billboards are within 2,000 linear feet of the subject site.

Per Section 4-15-04-02 of the County's Development Standards and Regulations, an electronic sign is permitted as part of a billboard. Performance standards for electronic signs include duration of message, transition of message, prohibited electronic devices, and maximum brightness. According to the Development Standards and Regulations, each message displayed shall remain static for a minimum of four seconds and must transition immediately to the next message displayed. In accordance with Section 4-15-04-02 of the County's Development Standards and Regulations, electronic devices shall not display animated images or graphics, scrolling messages, videos, or emit audible sounds. In addition, each sign shall be equipped with light monitors and controls that automatically adjust to environmental conditions. According to the applicant, the proposed billboard will conform to all electronic sign performance standards. Messages will change every seven (7) seconds with a transition of less than one (1) second to the next message. The sign will display only static messages and will be equipped with auto-dimming technology to reduce intensity of light as ambient light decreases.

In addition to the Adams County Development Standards and Regulations, the proposed billboard must show compliance will all the requirements of the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. Seq. and the Colorado rules and regulations promulgated thereunder by the Colorado Department of Transportation.

**Future Land Use Designation/Comprehensive Plan:**

The future land use designation on the property is Industrial. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Industrial areas is to provide a setting for a wide range of employment uses, including manufacturing, warehouses, distribution, and other industries. These areas may also include limited supporting uses such as retail and outdoor storage. Key considerations at the edges of industrial areas include limiting or buffering noise, vehicle, appearance, and other impacts of industrial uses on nearby non-residential uses. The proposed billboard would be an accessory use on a property that is currently developed with an industrial warehouse. Therefore, it is unlikely that this request has any impact on the future goals of the County in this area.

The recommendation of approval for the subject billboard is based strictly on the criteria of approval for a Conditional Use Permit, however is important to discuss the project's compliance with the applicable subarea plans. The Comprehensive Plan and its adopted subarea plans are intended to provide guidance for future development within the County. The subject parcel is located within the Southwest Area Framework Plan. The Southwest Area Framework Plan is an

adopted plan in the Comprehensive plan. The plan includes a Policy 14.7 to *Enhance the area's role as an important County Gateway*. Strategies in completing the goals include:

- 1) 14.7.a. *Entryway Image*- Initiate landscaping, streetscaping, and buffering programs to improve the entryway image of the county as viewed from I-70, I-25, and I-76 and key highway exits into the county;
- 2) 14.7.b. *Screening and Buffering*- Require improved buffering for new development along the I-70, I-25, and I-76 corridors, and require screening for new outdoor storage and activities visible from I-70, I-76, and I-25; and
- 3) 14.7.c *Signs*- Review and update the sign regulation provisions, including control of off-premise signs, applicable to private lands visible from I-70, I-25, and I-76 and key highway exits into the County.

Strategy 14.7.c suggests that the County should update the sign code to potentially control the number of off-premise signs permitted along gateways into Adams County. The plan also suggests that setbacks and buffers from I-25 and I-76 should be greater than in other areas of the County. The request for a six-foot setback for the proposed billboard would not be supported by the subarea plan.

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

<b>Northwest Industrial-3 Interstate-76</b>	<b>North Industrial-3 Interstate-76</b>	<b>Northeast Industrial-3 Interstate-25</b>
<b>West Industrial-3 Vacant</b>	<b>Subject Property Industrial-3 Industrial Warehouse</b>	<b>East Industrial-3 Interstate-25</b>
<b>Southwest Industrial-3 Industrial Warehouse</b>	<b>South Industrial-3 Industrial Warehouse</b>	<b>Southeast Interstate-3 Interstate-25</b>

**Compatibility with the Surrounding Area:**

The surrounding properties are all zoned as Industrial-3 and are developed with industrial warehouses. The Interstate-25 south bound ramp is located approximately 50 feet to the east of the property. The I-76 to I-25 south bound ramp is located directly to the north/east of the subject parcel. The billboard could pose a hazard or distraction to drivers coming from I-76 to I-25.

**Planning Commission Update**

The Planning Commission (PC) considered this case on February 27, 2020 and voted (5-0) to recommend approval of the request without the applicant's request for a variation in the setback. The applicant's representative spoke at the meeting and had no concerns with the staff report or presentation. The applicant's representative did speak in regard to why they felt the variation in the setback was appropriate for their development. The Planning Commission had concerns regarding the setback proposed by the applicant and the denial letters that were provided from CDOT. There was no one to speak in favor or in opposition of the request. Staff and the Planning

Commission recommended adding a condition to the request stating that the conditional use permit, if approved, would expire after 10 years.

**Staff Recommendation:**

Based upon the application, the criteria for approval of a Conditional Use Permit, Staff recommends APPROVAL of the subject request WITHOUT the applicants request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 6 Conditions, and 3 Notes to the applicant.

**RECOMMENDED FINDINGS-OF-FACT**

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the 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 Condition Precedent of Approval:**

1. The applicant must submit a revised site plan to the Community and Economic Development Department showing a minimum of 40-foot setback from all property boundaries for the proposed billboard.

**Recommended Conditions of Approval:**

1. The applicant must show compliance with all the requirements of the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. Seq. and the Colorado rules and regulations promulgated thereunder by the Colorado Department of Transportation.
2. The applicant shall obtain a Roadside Sign Permit from the Colorado Department of Transportation.
3. The applicant shall obtain a building permit from Adams County for the billboard, including all required building permit inspections.
4. Each message displayed on the billboard shall remain static for a minimum of four (4) seconds and must transition immediately to the next message displayed.
5. Applicant must comply with all Tri-County Health requirements applicable to development within the Flammable Gas Overlay.

6. The approval of the off-premise sign shall expire May 5th, 2030 unless renewed.

**Recommended Notes to the Applicant:**

1. All applicable building, zoning, health, fire, and engineering requirements and codes shall be adhered to with this request. The applicant may submit an alternative design that can be approved through a Minor Amendment to this Conditional Use Permit by staff, as long as the design complies with the Adams County Development Standards and Regulations at the time of building permit application.
2. The conditional use permit shall expire on May 5th, 2021 if sign permits are not obtained from Adams County.
3. Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sounds, employs stereopticon, or includes motion picture projection is prohibited.

**CITIZEN COMMENTS**

Notifications Sent	Comments Received
82	0

All property owners and occupants within 1,000 feet of the subject property were notified of the request. As of writing this report, staff has not received any public comment regarding this case.

**REFERRAL AGENCY COMMENTS**

Staff received comments of concern from both Xcel Energy and CDOT. The applicant worked with Xcel Energy to resolve this issue presented by Xcel Energy. The Colorado Department of Transportation has regulations regarding off-premise billboards not being permitted within 500-feet from off and on ramps (interchanges) of state highways and this regulation specifically applies to unincorporated areas. The applicant has applied for a permit with CDOT and has been denied due to being within the 500-foot buffer of an interchange. The denial letters from CDOT are included in the Referral Agency comments. CDOT has informed Staff that the applicant has filed an appeal with CDOT and they are set to appear in front of an Administrative Law Judge in early spring. Tri-County Health Department responded with comments regarding future development within the Flammable Gas Overlay.

**Responding with Concerns:**

Colorado Department of Transportation (CDOT)

**Responding without Concerns:**

Xcel Energy

Tri-County Health Department (TCHD)

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

Adams County Fire Protection District

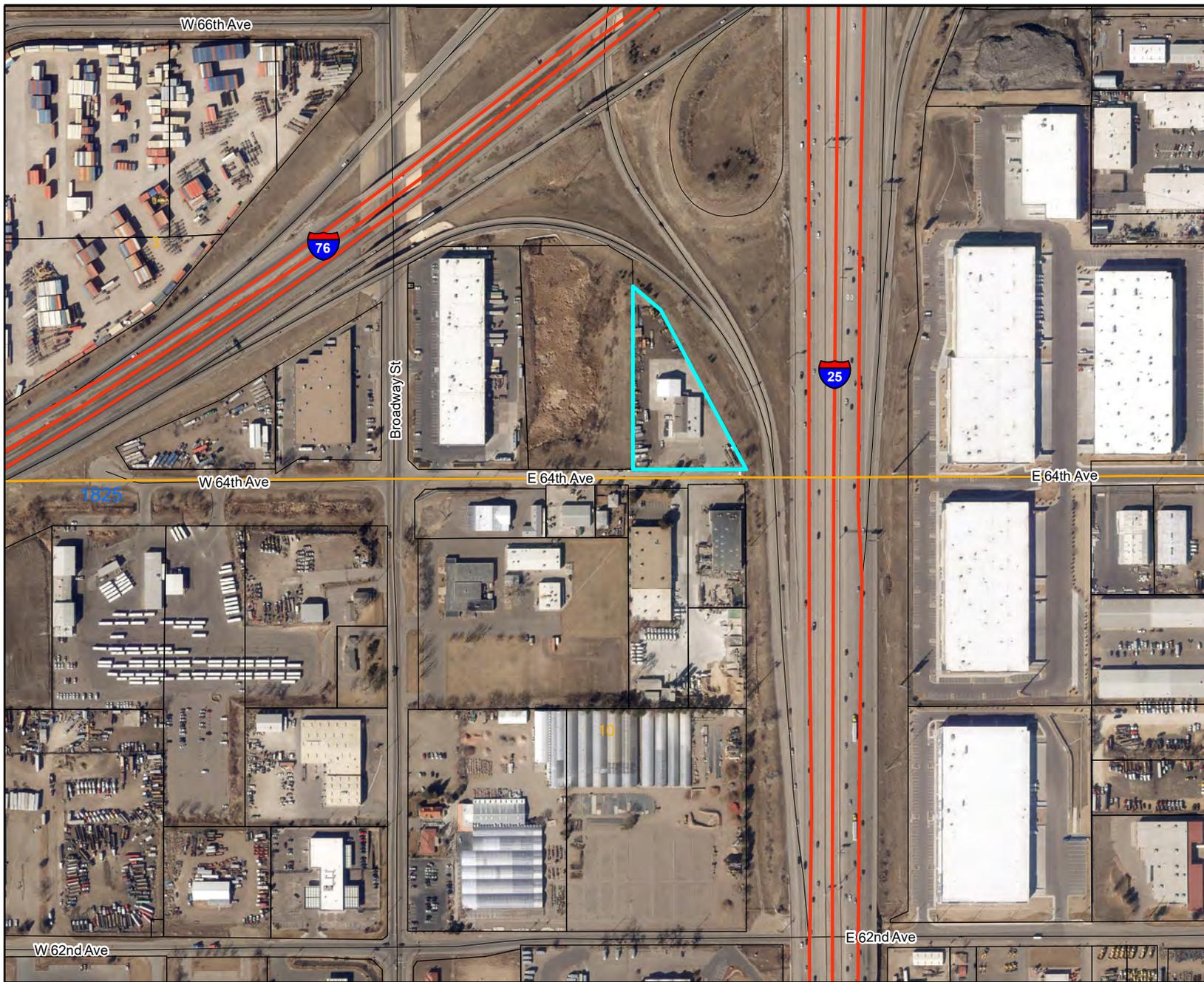
Colorado Department of Public Health and Environment (CDPHE)

Century Link, Inc.

Colorado Division of Wildlife

Comcast

Mapleton School District #1  
Metro Wastewater Reclamation  
North Pecos Water and Sanitation District  
North Washington Street Water and Sanitation District  
Regional Transportation District (RTD)  
Union Pacific Railroad



**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections

**Zoning Districts**

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

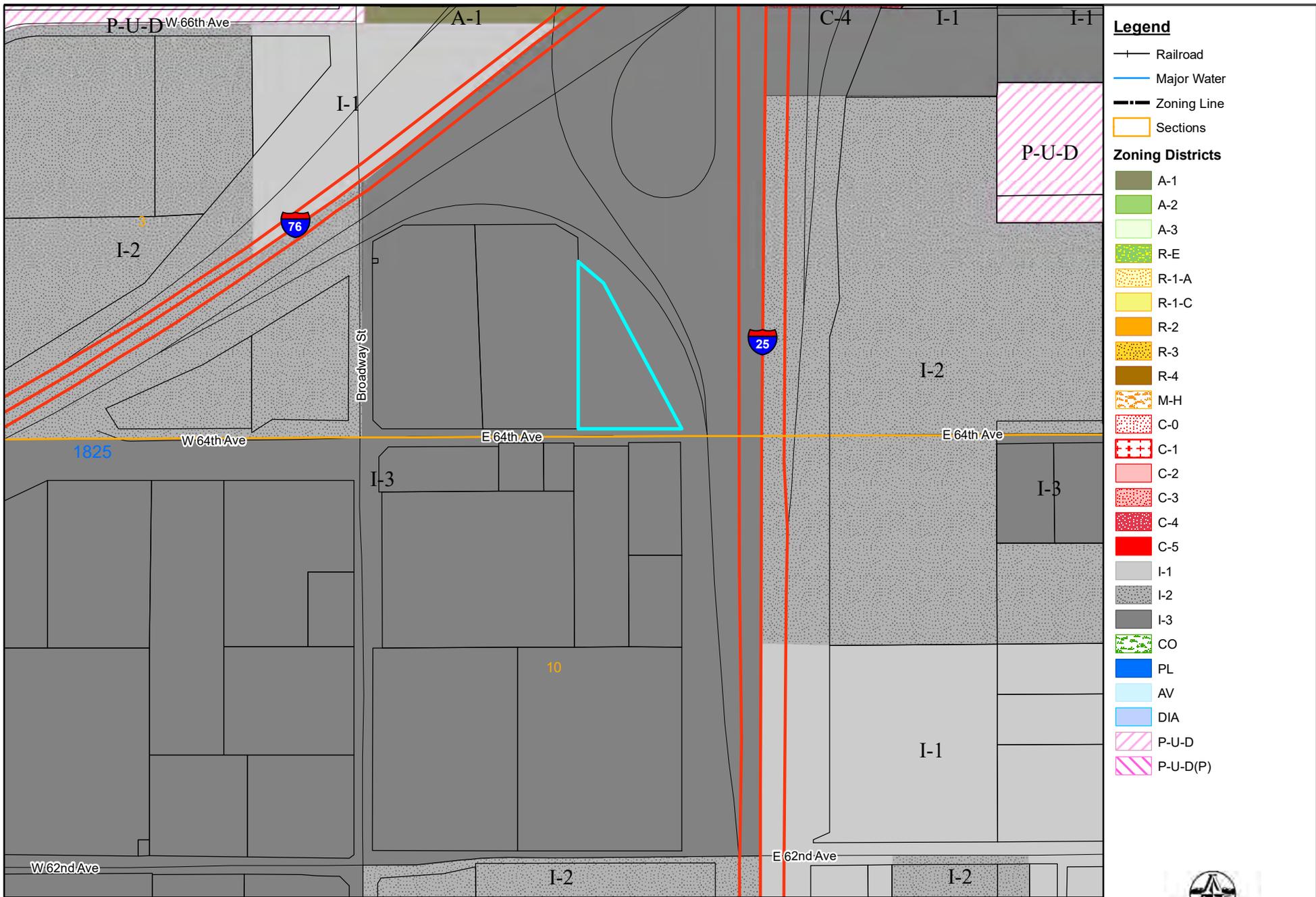
**RCU2018-00018; 64th Avenue Billboard CUP**  
**275 E 64th Avenue**  
**Aerial Map**



For display purposes only.



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



**RCU2018-00018; 64th Avenue Billboard CUP**  
**275 E 64th Avenue**  
**Current Zoning Map**

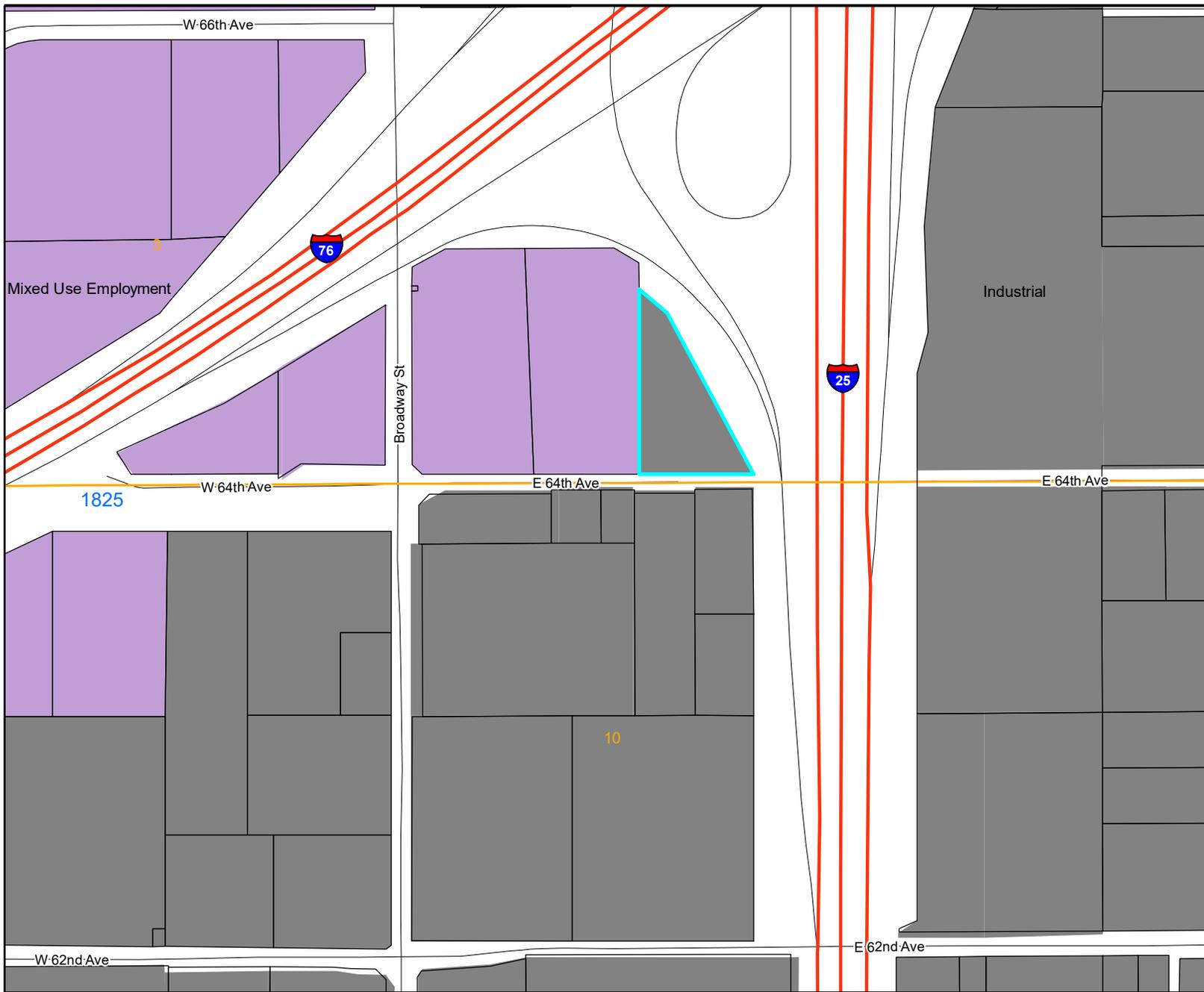


For display purposes only.

- 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)



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**

**Legend**

**Future Landuse 2012 (Rev2016)**

- Residential**
  - Urban Residential
  - Estate Residential
- Mixed Use**
  - Local District Mixed Use
  - Mixed Use Neighborhood
  - Activity Center
  - Mixed Use Employment
- Commercial/Industrial**
  - Commercial
  - Industrial
- Other**
  - Agriculture
  - DIA Reserve
  - Parks and Open Space
  - Public
  - Municipal Area

**RCU2018-00018; 64th Avenue Billboard CUP**  
**275 E 64th Avenue**  
**Future Land Use Map**



For display purposes only.



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



April 12, 2019

#### Application for a Conditional Use Permit

StreetMediaGroup has a long-term lease with Copper Leasing, LLC at 275 E. 64<sup>th</sup> Avenue for the development of a double side 10'by30' LED outdoor advertising display. We are requesting a Conditional Use Permit to install an off-premise sign with Electronic Messaging capability on the property known as 275 E 64<sup>th</sup> Avenue, parcel #0182503403004 and zoned I-3. The sign is intended primarily for visibility to the traffic along Interstate-25.

The overall height of the sign structure will be 40 feet and with a single column "flag" configuration. The digital display will consist of eight ad spots displayed for 7 seconds on each side. Our company policy and legal restrictions prohibit ads for tobacco, marijuana, sexual oriented businesses or political attack ads. The displays will also be used to provide free promotions of public service ads, charitable fundraising messages, Amber Alerts, and messages to promote activities and events at Riverdale Park.

This use is stated as an appropriate use and allowed on parcels in the Industrial zoned districts. Installing the sign will not disturb the current use of the property which is a concrete parking lot for an office/warehouse. The code does not require landscaping with off-premise signs which would not be appropriate here since the parking lot is all hard surface. The concrete will be replaced around the pole once the pole is installed.

We are requesting to reduce the setback to avoid placement of the pole in useable parking spaces or in the travel lane within the property. The code is flexible regarding setbacks and to be considered during the Conditional Use Permit process for situations such as this site. By reducing the setback, we can place the pole in a non-parking, non-traveled area to avoid creating a hazard to the users of the parking lot, which will leave the traffic circulation and access open. The site plan shows the proposed spot for the sign will provide the most convenient and functional spot for the pole.

The property across 64<sup>th</sup> Avenue to the south was developed decades ago and has not changed since their initial development. They were notified of our sign application and the owner Kelly Boen is supportive of the sign. That said, we have provided a map showing the site triangle to

his property from traveling south on I-25 which illustrates that even if they were to build a new sign of their own it would not be blocked by a sign on the Copper Leasing property.

The digital sign is engineered not to cast direct light on any adjacent property but a better position to eliminate that possibility would be to place the sign faces in a V to direct the light to the interstate. Doing so does not create any type of visual disturbance and would not be noticeable to the public. The digital lightings will comply with both the County and CDOT required performance standards. The manufacture's lighting specifications are included in our packet.

Pursuant to Section 2-02-08-06, Criteria for Approval, the conditional use meets the following:

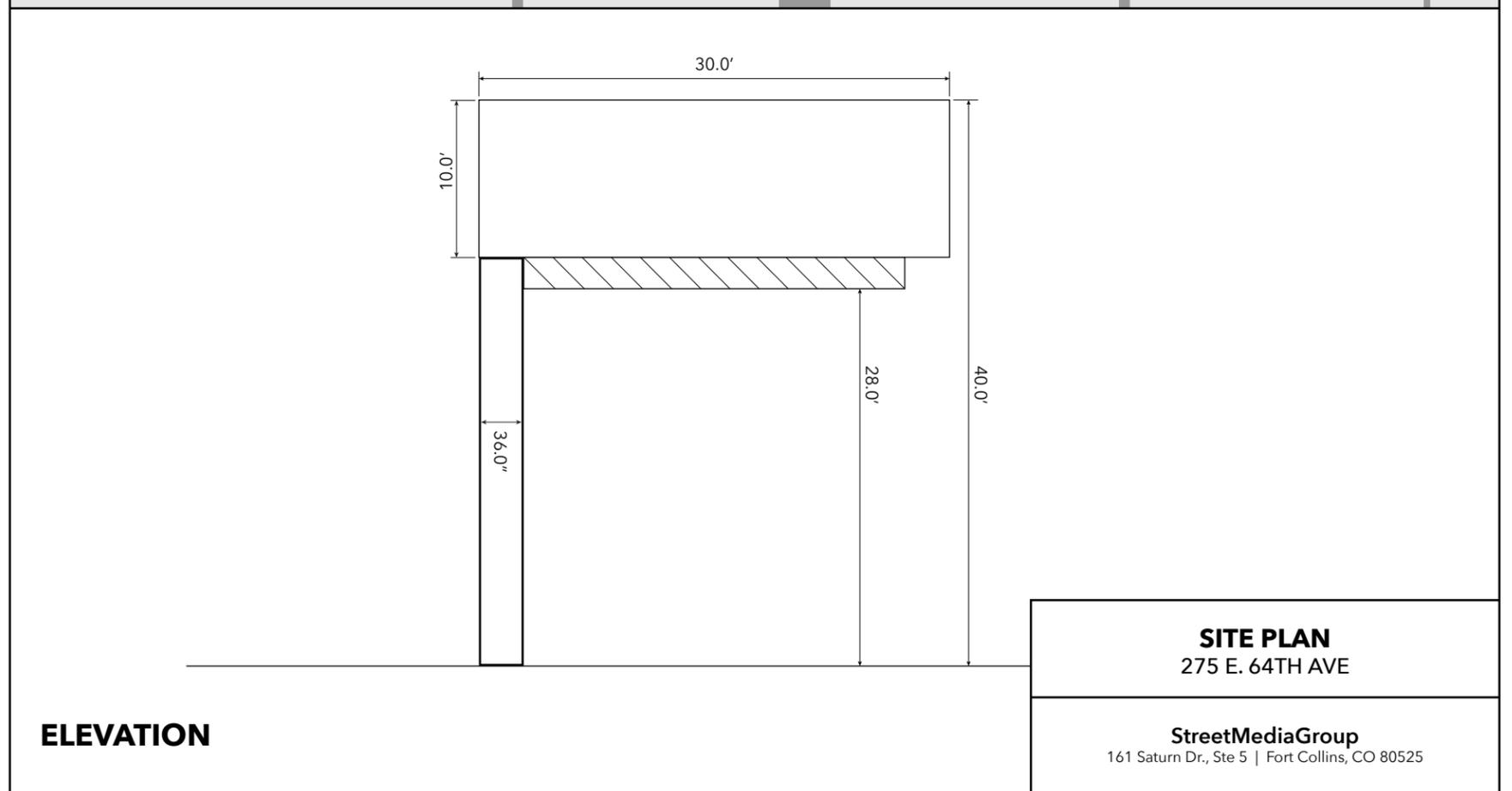
1. The conditional use is permitted in an I-3 Zoning District.
2. The conditional use is consistent with the purpose of these standards and regulations for other digital advertising displays permitted in the county.
3. The conditional use will comply with the requirements, performance standards and regulations.
4. The conditional use is compatible with other commercial and industrial uses in the surrounding neighborhood. It will not interfere with any future development in the area, and it will not be detrimental to the health, safety or welfare of the county's inhabitants. The use will not create any excessive traffic generation, noise, vibration, dust, glare, hear, smoke, fumes, gas, odors or inappropriate hours of operation.
5. The use will not have any off-site impacts.
6. The office/warehouse site has adequate space and access to accommodate the use, and it is absent of environmental constraints.
7. The site plans submitted for the conditional use depicts the functional use for parking, and traffic on the lot, and that there is no other freestanding signage on the lot.
8. There are adequate utilities, roads, fire and police protection to serve the needs of the conditional use. There is no change needed for sewer, water, or storm water drainage.

Thank you for your consideration and we look forward to your questions.

Kind Regards,



Gary Young  
CEO





**PROPOSED BILLBOARD**

**2,644'**

**EXISTING BILLBOARD**

**BILLBOARD EXHIBIT**  
275 E. 64TH AVE

**StreetMediaGroup**  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



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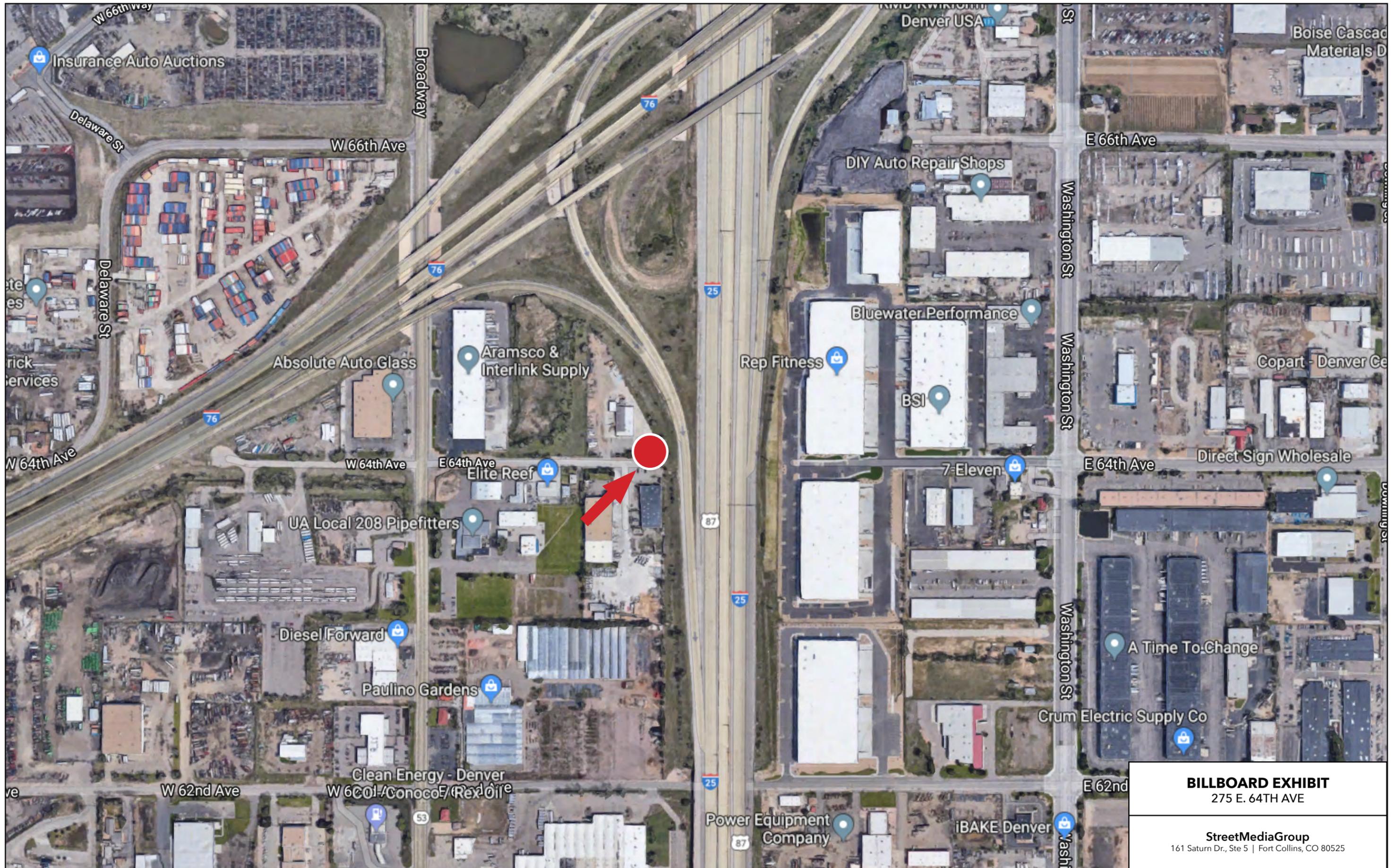
**BILLBOARD EXHIBIT**  
275 E. 64TH AVE

**StreetMediaGroup**  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



**BILLBOARD EXHIBIT**  
275 E. 64TH AVE

**StreetMediaGroup**  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



**BILLBOARD EXHIBIT**  
275 E. 64TH AVE

**StreetMediaGroup**  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



oad)

Interstate 25 HOV (Toll road)

Interstate 25 HOV (Toll road)

**BILLBOARD EXHIBIT**  
275 E. 64TH AVE

**StreetMediaGroup**  
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525

**Yellow Lines** illustrate how the sign brightness drops rapidly from **80%** to **20%** to **1%** due to the incorporation of **Siteline Blocking Louvers Technology**.

**Yellow** represents calculated illuminance figures at selected locations in **foot-candles [fc]**.

A full moon has a light impact of approximately **0.03 fc**. A value less than this is considered **negligible**.

Parameters:

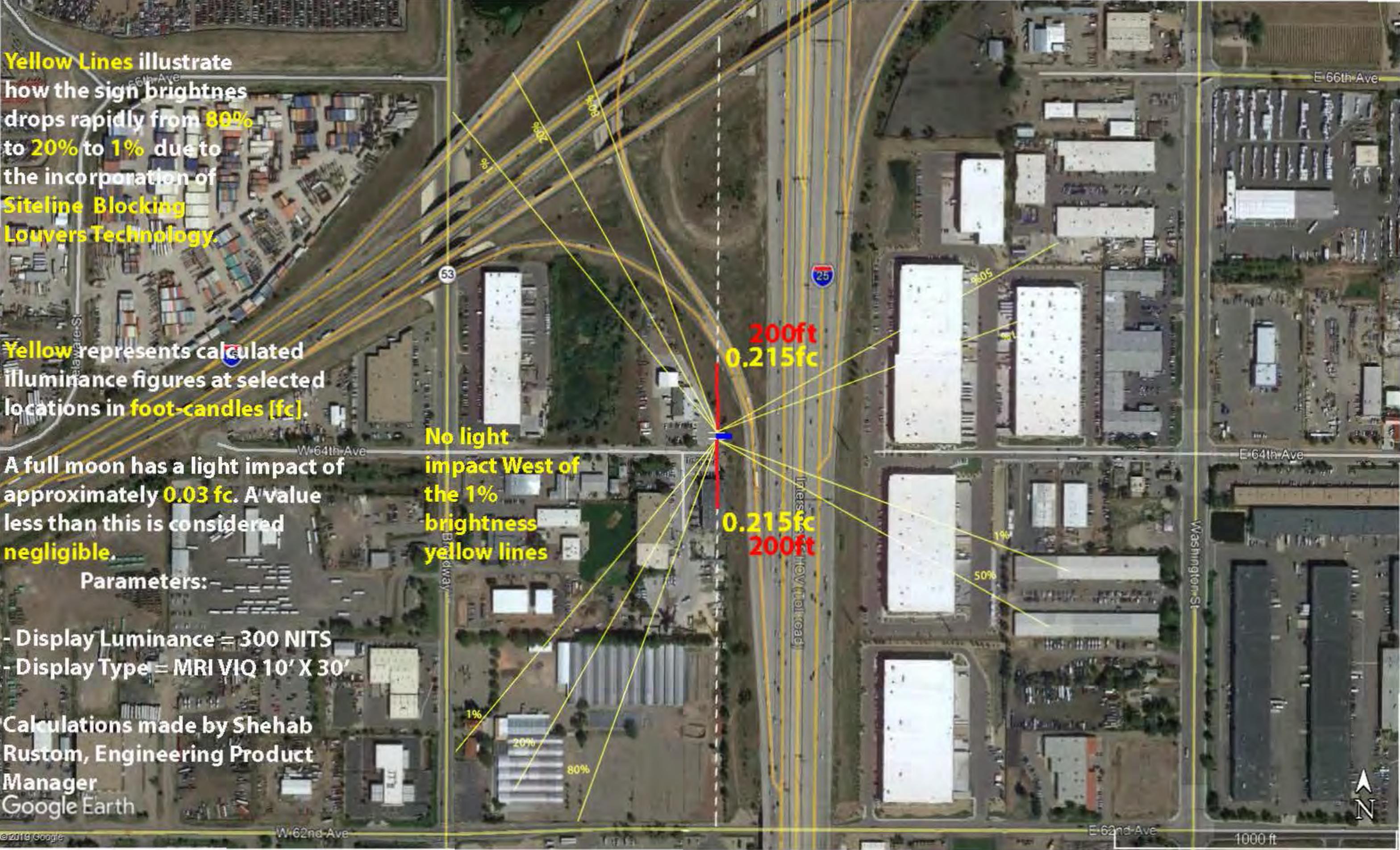
- Display Luminance = 300 NITS
- Display Type = MRI VIQ 10' X 30'

Calculations made by Shehab Rustom, Engineering Product Manager  
Google Earth

**No light impact West of the 1% brightness yellow lines**

**200ft**  
**0.215fc**

**0.215fc**  
**200ft**



January 30, 2020

Adams County  
Community and Economic Development Dept.  
4430 S. Adams County Pkwy.  
Brighton, CO 80601

To whom it may Concern.

Letter of Certification of brightness settings for the digital billboard displays included in the recent Street Media permit application.

Media Resources LED digital displays are set for brightness output at our manufacturing facilities prior to shipping and verified by our commissioning personnel upon initial installation at the sign site.

The local ordinances dictate the brightness settings of each display. Upon initial installation our field tech will verify any LED digital billboard displays installed in Adams County, CO to conform Adams County Development Standards and Regulations Chapter 4 – Design Requirements and Performance Standards Off-Premise Advertising Devices.

#### **4-15-06-02 ELECTRONIC SIGN RESTRICTIONS**

An electronic sign is permitted to be incorporated into an off-premise sign subject to the following restrictions:

1. *Duration of Message:* Each message displayed shall remain static for a minimum of four (4) seconds, with ten (10) seconds optimal. All such signs shall have a default mode to prevent the display from malfunctioning in a flashing or intermittent fashion.
2. *Transition of Message:* Each message shall transition to the next message instantaneously.
3. *Prohibited Electronic Signs:* Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sound, employs stereopticon, or includes motion picture projection. Any sign or attractive device which displays its message or portion thereof for less than four (4) seconds before a change occurs shall be considered flashing or intermittent.
4. *Brightness / Luminance:* Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions. Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.

#### **4-15-07 OTHER LIMITATIONS**

5. *Off-premise signs which contain, include, or are illuminated by a changeable message including electronic, digital, LED, fiber optics, light bulbs, or other illumination devices are allowed and shall remain motionless for periods not less than four (4) seconds, with ten (10) seconds optimal. A Conditional Use Permit, Major Amendment to an existing Conditional Use Permit or Planned Unit Development shall be required prior to installing any electronic means to any off-premise sign.*

Media Resources' LED digital billboard display designs include callouts showing the computer hardware and locations of the photocells that automatically adjust brightness of our display as the ambient light changes. Additionally, each LED digital billboard display is programmed with the official Sunrise and Sunset charts as a backup that will automatically adjust the brightness of the display in the event of a malfunctioning photocell.

Finally, all Media Resources LED digital billboard displays are equipped with monitoring cameras and internet connection and are monitored 24/7/365 by our Network Operations Center.

Should you have a concern about any malfunction or brightness settings of a display you can call directly to the Network Operation Center and give notice of a problem. NOC Toll Free Phone: **800-667-4554**

  
Jared Johnson  
Director of Business Development, DOOH  
jjohnson@mediaresources.com

Associate memberships **CWB, IBO, ISA, OAAA, SAC**





## Development Review Team Comments

**Date: December 23, 2019**

**Project Number: RCU2018-00018**

**Project Name: 64<sup>th</sup> Avenue Billboard CUP**

### Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Conditional Use Permit application. The Development Review Team review comments may change if you provide different information during the Resubmittal. At this time, a resubmittal is being required. Resubmittal material can be deposited with our One-Stop Customer Service Center. You will need the attached "Resubmittal Form", and a paper and digital copy of all the resubmitted material. You should also provide a written response to each staff comment and referral agency letter. Please contact the case manager if you have any questions.

Also, please note where "Section" is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

### Commenting Division: Development Services, Planning

**Name of Reviewer:** Layla Bajelan

**Email:** [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org) / 720-523-6863

PLN01: Billboard cannot encroach on CDOT drainage easement.

PLN02: Please see attached letter from CDOT.

PLN03: CDOT has sent Adams County a letter stating that they have denied the permit request for this billboard. Please provide an update on this application and explain to staff how this issue would be addressed if a Conditional Use Permit for an off-premise sign (billboard) was approved by the Board of County Commissioners.

PLN04: Please provide an update site plan.

### Commenting Division: Development Services, Right-of-Way

**Name of Reviewer:** Marissa Hillje

**Email:** [MHillje@adcogov.org](mailto:MHillje@adcogov.org) / 720-523-6837

ROW1: The site plan that was submitted does not have accurate dimensions. Re-submit the site plan and show all dimensions accurately and clearly. On the site plan, label dimensions of the sign, to each property line to the east and south and the nearest building.

ROW2: Depending on the resubmitted site plan- It appears that the sign might overhang into an easement granted to CDOT for drainage as well as the E 64th Avenue right of way.

ROW2: The County will not permit signs to overhang into the right of way or easements.

ROW3: A title commitment was submitted and will be used to evaluate the resubmitted site plan.

ROW4: For any easement that this sign encroaches upon or overhangs, written permission from the easement owner shall be provided to the County.



## Development Review Team Comments

**Date:** May 29<sup>th</sup>, 2019

**Project Number:** RCU2018-00018

**Project Name:** 64<sup>th</sup> Billboard CUP

### Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Conditional Use Permit application. The Development Review Team review comments may change if you provide different information during the Resubmittal. At this time, a resubmittal is being required. Resubmittal material can be deposited with our One-Stop Customer Service Center. You will need the attached "Resubmittal Form", and a paper and digital copy of all the resubmitted material. You should also provide a written response to each staff comment and referral agency letter. Please contact the case manager if you have any questions.

Also, please note where "Section" is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

Your review comment consultation will be held on **Monday, June 24<sup>th</sup>, 2019 from 11:00 a.m.-11:45 a.m.**

**Commenting Division:** Development Services, Planning

**Name of Reviewer:** Layla Bajelan

**Email:** [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org) / 720-523-6863

### PLN01: REQUEST

- a. Applicant is requesting to construct a double side 10' by 30' LED outdoor advertising display billboard on property located at 275 E. 64<sup>th</sup> Avenue. The off-premise sign will have Electronic Messaging capability.

### PLN02: SITE LOCATION

- a. The subject parcel is located at 275 E. 64<sup>th</sup> Avenue, Parcel #0182503403004
- b. The subject parcel is in the North Broadway Gardens Subdivision; Plot 2 EXC HIWAY

### PLN03: ZONING/LAND USE

- a. The subject parcel is zoned I-3.

- b. 4-15 OFF PREMISE SIGN Off-premise signs are permitted with an approved Conditional Use Permit in the C-5, commercial zone district and permitted with an approved Conditional Use Permit in the industrial zone districts.
- c. Future Land Use designation is Industrial.

PLN04: DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

- a. 4-15-01; Maximum Number of Signs: Only one (1) two-faced off-premise sign shall be permitted per lot. (Proposed sign meets requirement)
- b. 4-15-02; Maximum Size: No off-premise sign shall exceed three hundred (300) square feet per face. (Proposed sign meets requirement)
- c. 4-15-13; Maximum Height and Minimum Clearance: No off-premise sign shall exceed forty (40) feet in height. If located within one thousand feet of an intersection of two (2) or more public rights-of-way, the lowest point of the sign face(s) shall be at least eight (8) feet above the ground.

PLN05: ELECTRONIC SIGN RESTRICTIONS

- a. An electronic sign is subject to all the requirements in section 4-15-04-02.
- b. Each message displayed shall remain static for a minimum of four (4) seconds. (Proposed sign meets requirement)

PLN06: OTHER LIMITATIONS 4-15-05

- a. All off-premise signs must meet the requirements in section 4-15-15
- b. Applicant has indicated they are requesting a variation from the setback along with Conditional Use Permit.
- c. **Staff would like further information regarding the hardship that exists on the property and why the applicant cannot meet the 40 foot setback that would be required.**
- d. **A demonstration that the proposed location of the billboard is the only feasible option on the property would be required with the resubmittal.**
- e. **Not wanting to take useable parking spaces does not constitute a hardship and staff would likely not be supportive of an administrative variance.**

PLN07: CONDITIONS OF APPROVAL

- a. The CUP requires two public hearings: one before the Planning Commission and the other before the Board of County Commissioners. Section 2-01 and 2-02-08-05 of the Adams County Development Standards and Regulations outlines the entire CUP process and criteria for approval in detail.
- b. Billboard must meet all Conditions of Approval for a Conditional Use Permit in addition to the performance standards for an Off-Premise sign outlined in section 4-15.

**Commenting Division: Development Services, Engineering:**

**Name of Review:** Greg Labrie

**Email:** [GLabrie@adcogov.org](mailto:GLabrie@adcogov.org) / 720-523-6824

- ENG1: If the variances are approved by staff, the applicant must submit construction plans for the billboard to Adams County Development Engineering for review and approval. The construction plans must be submitted with an Engineering Review Application along with the engineering review fee as described in the Adams County Fee Schedule.
- ENG2: When the engineering review process is completed, the One Stop Permit Center will begin the construction permitting process. This process will include submitting the name of the construction contractor and securing the insurance and bond for the construction activity from the contractor
- ENG3: FIRM #08001C0603H. Not in floodplain.
- ENG4: Property is in MS4 Permit area and the proposed area of disturbance is less than an acre. A Stormwater Quality Permit is not required. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMP's. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 in regards to illicit discharge.
- ENG5: No new access is requested. Must use existing access to property. No other access is permitted by ADCO.

**Commenting Division: Development Services, Right-of-Way**

**Name of Review:** Marissa Hillje

**Email:** [mhillje@adcogov.org](mailto:mhillje@adcogov.org)

- ROW1: It appears that the sign would overhang into an easement as well as the E 64th Avenue right of way.
- ROW2: **The County will not permit signs to overhang into the right of way.**
- ROW3: A title commitment should be secured in conjunction with construction of the proposed sign on this property. This will ensure that the sign does not encroach on another party's rights. A copy should be sent to Adams County to facilitate review.

ROW4: For any easement that this sign encroaches upon or overhangs, written permission from the easement owner shall be provided to the County.

**Commenting Division: Environmental Analyst Review**

**Name of Review:** Eden Steele

**Email:** [esteele@adcogov.org](mailto:esteele@adcogov.org) / 720-523-6897

No Comment

**Commenting Division: Development Services Building and Safety, Chief Building Official**

**Name of Review:** Justin Blair

**Email:** [jblair@adcogov.org](mailto:jblair@adcogov.org) / 720-523-6843

No Comment

**Commenting Division: Parks**

**Name of Review:** Aaron Clark

**Email:** [aclark@adcogov.org](mailto:aclark@adcogov.org)

No Comment



**COLORADO**  
Department of Transportation

**EXHIBIT**  
**2**

Region 1 Traffic Section  
Outdoor Advertising  
2829 W. Howard Place  
Denver, CO 80204

October 16, 2018

Gary Young  
Street Media Group, LLC  
161 Saturn Drive, Suite 5A  
Fort Collins, CO 80525

Via Certified Mail No: 7006 2150 0001 3273 6212

RE: Notification of Permit Application Status for 275 E. 64<sup>th</sup> Ave., Denver CO 80221

Mr. Young:

Colorado law provides for the control of advertising devices adjacent to the state highway system in order to protect and promote safety, preserve natural beauty, and maintain its full share of federal highway funding. See § 43-1-402, Colorado Revised Statutes (“C.R.S.”). Colorado laws and rules that affect outdoor advertising in Colorado include §§ 43-1-401, et seq. (the “Act”) and the Rules Governing Outdoor Advertising in Colorado, 2 CCR 601-3, et seq. (the “Colorado Rules”). The Colorado Department of Transportation (“CDOT”) is charged with enforcing these laws and rules.

This letter is to inform you that your permit application that was submitted for an off-premise roadside advertising permit for a device located at 275 E. 64<sup>th</sup> Ave. Denver CO 80221 has been denied. The application was denied because the proposed device would violate Rule 7.00(D)(2). Rule 7.00(D)(2) applies along interstates and freeways and provides:

Outside of incorporated villages and cities, no Advertising Device may be located adjacent to or within 500 feet of an interchange, intersection at grade, or safety Rest Area. The 500 feet is to be measured along the Interstate or Freeway from the beginning or ending pavement widening at the exit from or entrance to the main-traveled way.



Rule 7.00(D)(2)(b) derives from Section III of the July 9, 1971 agreement between CDOT and the United States of America, acting through its Federal Highway Administration (the "Federal-State Agreement"). This location is adjacent to and within 500' of an intersection and in an area of pavement widening in unincorporated Adams County. For your convenience I have attached a copy of the Federal-State Agreement.

You have the right to request a hearing pursuant to the State Administrative Procedure Act concerning the matters stated in this notice. See § 24-4-105, C.R.S. The hearing will be held in the Office of Administrative Courts and presided over by an Administrative Law Judge. Unless otherwise agreed to by you, the Department, and the Administrative Law Judge, hearings are held in the chambers of the Office of Administrative Courts located in Denver, Colorado. To exercise this right, you must submit a written request for a hearing within sixty (60) days of receipt of this letter. The written request must be sent by Certified Mail to:

Colorado Department of Transportation  
Project Development Branch  
Attn: Anthony Lovato  
2829 W. Howard Place, 3<sup>rd</sup> Floor  
Denver, CO 80204

The written request for hearing should inform the Department of the address to which all following notices to you are to be sent if different from the above address. If the Department does not receive a written request for a hearing within the allotted time, the Department will assume you accept the determination for this permit application.

Enclosed please find your original application CDOT form # 291 and supporting documents.

Please contact me at 303-757-9938 if you have any questions. I am happy to provide you with copies of the Highway Beautification Act or the Colorado Rules.

Sincerely,

Brandi Kemper  
Outdoor Advertising Coordinator  
CDOT Region 1

CC: Alazar Tesfaye  
Ben Kiene  
Anthony Lovato



**From:** [Jobe - CDOT, Jacquelyn](#)  
**To:** [Layla Bajelan](#)  
**Subject:** Conditional Use Permit request at I-76 and I-25  
**Date:** Thursday, December 19, 2019 3:09:17 PM

---

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

Layla,

Thank you for contacting me regarding the permit request at this location. Yes, encroachment on any CDOT right-of-way is prohibited so we would not approve this permit request.

Also, this is one of four permit sites submitted by Street Media which were denied by CDOT. At this time, a hearing is pending before an administrative judge. This action will probably take place early next year.

I will keep in touch with you and let you know any updated information from our end as we get closer to the hearing and after.

Thanks.

--

Jacquelyn Jobe  
Technician III/Outdoor Advertising Coordinator  
Permits/Utilities/Traffic



P 303.512.4272 | F 303.757.9886

2829 W. Howard Place, 2nd Floor  
Denver, CO 80204

[jacquelyn.jobe@state.co.us](mailto:jacquelyn.jobe@state.co.us) | [www.coloradodot.info](http://www.coloradodot.info) | [www.cotrip.org](http://www.cotrip.org)

***Nothing says holidays like a fruitcake!***



June 25, 2018

Brandon Jenson  
Adams County Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601

RE: Variance & Conditional Use Permit/PRA2018-00005, RCU2018-00018  
TCHD Case No. 4985 & 4997

Dear Mr. Jenson,

Thank you for the opportunity to review and comment on the variance for ROW setback, maximum height, maximum size, and double-facing requirements as well as the conditional use permit to allow for an off-premise electronic billboard in the I-3 Zone District located at 275 E 64<sup>th</sup> Ave. 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.

### **Historic Landfill**

According to TCHD's records, there is a historic landfill located within 1,000 feet of the subject property referenced as Landfill No. AD-024. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source. Because construction is planned on this property, we recommend the following:

1. A flammable gas investigation should be conducted to determine if flammable gas (methane) is present in the subsurface soils at the property. The plan for the investigation should be submitted to TCHD for review and approval.
2. TCHD will review the results of the investigation. If the investigation indicates that methane is not present at or above 20% of the lower explosive limit for methane (1% by volume in air) in the soils, no further action is required.
3. In lieu of the investigation, a flammable gas control system shall be designed and constructed to protect buildings and subsurface access to utilities, i.e. vaults, manholes, etc. from flammable gas. Health and safety practices shall be followed during construction to protect site workers. A copy of TCHD guidelines for safe construction in areas on or near former landfills has been attached.

Questions regarding this may be directed to Sheila Lynch at 720-200-1571 or [slynch@tchd.org](mailto:slynch@tchd.org).

Variance & Conditional Use Permit/TCHD No. 4985 & 4997

June 25, 2018

Page 2 of 2

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

Sincerely,

A handwritten signature in blue ink that reads "Mallory R. Bettag". The signature is written in a cursive style with a large initial "M" and "B".

Mallory R. Bettag, MPH/MURP  
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD



**Right of Way & Permits**

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

May 22, 2019

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

Attn: Layla Bajelan

**Re: 64<sup>th</sup> Billboard Conditional Use Permit – 2<sup>nd</sup> referral, Case # RCU2018-00018**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral plans for **64<sup>th</sup> Billboard CUP**. Please be aware PSCo owns and operates existing overhead electric distribution facilities in the area of the proposed billboard. Bear in mind that per the National Electric Safety Code, a minimum 10-foot radial clearance must be maintained at all times from all overhead electric facilities including, but not limited to, construction activities and permanent structures.

Additionally, PSCo has an underground electric line running from the pole in a northwesterly direction to a pad mount transformer. As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center at 1-800-922-1987 to have all utilities located prior to any construction.

Should the project require any new electric service or *modification* to existing facilities, the property owner/developer/contractor must complete the application process via FastApp-Fax-Email-USPS (go to: [https://www.xcelenergy.com/start,\\_stop,\\_transfer/new\\_construction\\_service\\_activation\\_for\\_builders](https://www.xcelenergy.com/start,_stop,_transfer/new_construction_service_activation_for_builders)).

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

Community & Economic  
Development Department  
Development Services Division  
[www.adcogov.org](http://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: 64th Billboard CUP  
Case Number: RCU2018-00018

May 7, 2019

The Adams County Planning Commission is requesting comments on the following resubmittal application: **Request for a conditional use permit to allow an off-premise electronic billboard within the Industrial-3 (I-3) zone district.** This request is located at 275 E 64TH AVE. The Assessor's Parcel Number is 0182503403004.

Applicant Information: Street Media Group LLC  
161 SATURN DRIVE, 5A  
FORT COLLINS, CO 80525

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 05/23/2018 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 [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org).

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

Thank you for your review of this case.



Layla Bajelan  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5



## Request for Comments and Public Hearing Notification

Case Name:	64th Billboard CUP
Case Number:	RCU2018-00018
Planning Commission Hearing Date:	02/27/2020 at 6:00 p.m.
Board of County Commissioners Hearing Date:	03/17/2020 at 9:30 a.m.

February 5, 2020

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

**Request for a Conditional Use Permit to allow an off-premise electronic sign (billboard).**

This request is located at 275 E 64TH AVE and the property is zoned as Industrial-3 (I-3). The Assessor's Parcel Number(s) 0182503403004

Applicant Information: Street Media Group  
161 Saturn Drive Unit 5A  
Fort Collins, Colorado 80525

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](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Layla Bajelan, Long Range Planner I  
Case Manager

# PUBLICATION REQUEST

64<sup>th</sup> Avenue Billboard CUP

Case Number: RCU2018-00018  
Planning Commission Hearing Date: 02/27/2020 at 6:00 p.m.  
Board of County Commissioners Hearing Date: 03/17/2020 at 9:30 a.m.  
  
Public Hearings Location: 4430 S. Adams County Pkwy., Brighton, CO 80602

Request: Conditional Use Permit to allow an off-premise electronic sign (billboard) in the Industrial-3 zone district.

Location: 275 E 64<sup>th</sup> Avenue  
Parcel Number: 0182503403004  
Case Manager: Layla Bajelan  
Applicant: Street Media Group  
161 Saturn Drive Unit 5A  
Fort Collins, Colorado 80525  
Owner: Copper Leasing LLC  
4367 W 117<sup>th</sup> Avenue  
Westminster, Colorado 80031

## CURRENT SITE LEGAL DESCRIPTION:

LOT 2, NORTH BROADWAY GARDENS, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 3 OF NORTH BROADWAY GARDENS FROM WHICH POINT THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST, BEARS SOUTH 47 DEGREES 29 MINUTES 30 SECONDS WEST A DISTANCE OF 915.8 FEET; THENCE SOUTH 28 DEGREES 17 MINUTES 30 SECONDS EAST A DISTANCE OF 681.2 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 64TH AVENUE, ALSO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 0 DEGREES 18 MINUTES EAST A DISTANCE OF 638.6 FEET ALONG THE EAST LINE OF LOT 2 OF NORTH BROADWAY GARDENS, SAME BEING THE WEST PRESENT RIGHT OF WAY OF THE VALLEY HIGHWAY, TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 326 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 18 MINUTES WEST A DISTANCE OF 38.9 FEET ALONG THE WEST LINE OF SAID LOT 2, MORE OR LESS TO THE POINT OF BEGINNING, AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO BY THE DEED RECORDED SEPTEMBER 16, 1966 IN BOOK 1320 AT PAGE 86;

AND EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY THE DEED RECORDED NOVEMBER 18, 1991 IN BOOK 3837 AT PAGE 367,

COUNTY OF ADAMS, STATE OF COLORADO.

## ALSO KNOWN AS:

LOT 2, NORTH BROADWAY GARDENS, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 3 OF NORTH BROADWAY GARDENS FROM WHICH POINT THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST, BEARS SOUTH 47 DEGREES 29' 30" WEST A DISTANCE OF 915.8 FEET; THENCE SOUTH 28 DEGREES 17' 30" EAST A DISTANCE OF 681.2 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 64TH AVENUE, ALSO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 0 DEGREES, 18' EAST A DISTANCE OF 638.6 FEET ALONG THE EAST LINE OF LOT 2 OF NORTH BROADWAY GARDENS, SAME BEING THE WEST PRESENT RIGHT OF WAY OF THE VALLEY HIGHWAY, TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 58' 30" WEST, A DISTANCE 326 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 18' WEST A DISTANCE OF 38.9 FEET ALONG THE WEST LINE OF SAID LOT 2, MORE OR LESS TO THE POINT OF BEGINNING, ALSO EXCEPTING THE PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED NOVEMBER 18, 1991 AT RECEPTION NO. B10133766, COUNTY OF ADAMS, STATE OF COLORADO



Referral Listing  
Case Number RCU2018-00018  
64th Billboard CUP

Agency

Contact Information

Adams County Attorney's Office

Christine Fitch  
CFitch@adcogov.org  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6352

Adams County CEDD Development Services Engineer

Devt. Services Engineering  
4430 S. Adams County Pkwy.  
Brighton CO 80601  
720-523-6800

Adams County CEDD Environmental Services Division

Katie Keefe  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6986  
kkeefe@adcogov.org

Adams County CEDD Right-of-Way

Marissa Hillje  
4430 S. Adams County Pkwy.  
Brighton CO 80601  
720-523-6837  
mhillje@adcogov.org

Adams County Community Safety & Wellbeing, Neighborhood Services

Gail Moon  
  
gmoon@adcogov.org  
4430 S. Adams County Pkwy.  
Brighton CO 80601  
720-523-6856  
gmoon@adcogov.org

Adams County Development Services - Building

Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6825  
JBlair@adcogov.org

Adams County Fire Protection District

Chris Wilder  
8055 N. WASHINGTON ST.  
DENVER CO 80229  
(303) 289-4683  
cwilder@acfpd.org

Adams County Parks and Open Space Department

Aaron Clark  
(303) 637-8005  
aclark@adcogov.org

Agency

Contact Information

---

Adams County Parks and Open Space Department

Marc Pedrucci  
303-637-8014  
mpedrucci@adcogov.org

Adams County Sheriff's Office: SO-HQ

Rick Reigenborn  
(303) 654-1850  
rreigenborn@adcogov.org

Adams County Sheriff's Office: SO-SUB

--  
303-655-3283  
CommunityConnections@adcogov.org

CDOT Colorado Department of Transportation

Bradley Sheehan  
2829 W. Howard Pl.  
2nd Floor  
Denver CO 80204  
303.757.9891  
bradley.sheehan@state.co.us

CDPHE

Sean Hackett  
4300 S Cherry Creek Dr  
Denver CO 80246  
303.692.3662 303.691.7702  
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

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff  
4300 CHERRY CREEK DRIVE SOUTH  
WQCD-B2  
DENVER CO 80246-1530  
303-692-3509  
patrick.j.pfaltzgraff@state.co.us

CDPHE SOLID WASTE UNIT

Andy Todd  
4300 CHERRY CREEK DR SOUTH  
HMWMD-CP-B2  
DENVER CO 80246-1530  
303.691.4049  
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedreich  
5325 Zuni St, Rm 728  
Denver CO 80221  
720-578-3724 720-245-0029  
brandyn.wiedrich@centurylink.com

Agency

Contact Information

---

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

Serena Rocksund  
6060 BROADWAY  
DENVER CO 80216  
3039471798  
serena.rocksund@state.co.us

COLORADO DIVISION OF WILDLIFE

Matt Martinez  
6060 BROADWAY  
DENVER CO 80216-1000  
303-291-7526  
matt.martinez@state.co.us

COMCAST

JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260  
303-603-5039  
thomas\_lowe@cable.comcast.com

MAPLETON SCHOOL DISTRICT #1

CHARLOTTE CIANCIO  
591 E. 80TH AVE  
DENVER CO 80229  
303-853-1015  
charlotte@mapleton.us

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229  
303-286-3338  
CSIMMONDS@MWRD.DST.CO.US

North Pecos Water & Sanitation District

Russell Traska  
6900 Pecos St  
Denver CO 80221  
303-429-5770  
manager@northpecoswater.org

North Washington Street Water & San Dist

Joe Jamsay  
3172 E 78th Ave  
Denver CO 80229  
303-288-6664  
jjames@nswsd.com

NS - Code Compliance

Kerry Gress  
kgress@adcogovorg  
720.523.6832  
kgress@adcogov.org

REGIONAL TRANSPORTATION DIST.

Engineering RTD  
1560 BROADWAY SUITE 700  
DENVER CO 80202  
303-299-2439  
engineering@rtd-denver.com

Agency

Contact Information

---

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

6300 BROADWAY ASSOCIATES LLC  
1800 WAZEE ST STE 500  
DENVER CO 80202-2526

METRO WASTEWATER RECLAMATION  
DISTRICT  
6450 YORK ST  
DENVER CO 80229-7407

6625 INVESTMENTS LLC  
80 E 62ND AVE  
DENVER CO 80216-1280

NR DENVER INDUSTRIAL PORTFOLIO LLC  
C/O CBRE INC  
1225 17TH ST STE 3200  
DENVER CO 80202-5536

AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN CO 80401-3318

PIPE FITTERS HOME  
ASSOCIATION  
6350 BROADWAY  
DENVER CO 80216-1035

BOEN KELLY D  
14095 BRIGHTON RD  
BRIGHTON CO 80601-7317

PLEMONS BLUFORD H TRUST  
5065 E 118TH AVE  
THORNTON CO 80233

CENTRAL 62 ACQUISITION LLC  
4221 BRIGHTON BLVD  
DENVER CO 80216-3719

SIXTY-FOUR O ONE BROADWAY LLC  
PO BOX 102855  
DENVER CO 80250-2855

COPPER LEASING LLC  
4367 W 117TH AVE  
WESTMINSTER CO 80031-5103

STATE HIWAY  
NEED ADDRESS

DEPARTMENT OF TRANSPORTATION  
2829 W HOWARD PL  
DENVER CO 80204-2305

THOUTT HARVEY L AND BRIAN L  
1540 EL PASO BLVD  
DENVER CO 80221

FHLR PROPERTIES  
4880 PEARL ST  
BOULDER CO 80301

VETOS WILLIAM AND VETOS ROSEMARY  
5473 SECREST COURT  
GOLDEN CO 80403

HUB ACQUISITION LLC  
C/O WESTFIELD PROPERTY SERVICES  
4221 BRIGHTON BLVD  
DENVER CO 80216-3719

AMERICAN TAPE AND LABEL  
COMPANY  
OR CURRENT RESIDENT  
6390 BROADWAY  
DENVER CO 80216-1035

LYNE REALTY LP  
2201 SCOTT AVE  
FORT WORTH TX 76103-2200

PIPE FITTERS HOME  
ASSOCIATION  
OR CURRENT RESIDENT  
6350 BROADWAY  
DENVER CO 80216-1035

VOGLER REAL ESTATE  
PARTNERS LTD  
OR CURRENT RESIDENT  
6301 BROADWAY  
DENVER CO 80216-1034

CURRENT RESIDENT  
280 E 64TH AVE  
DENVER CO 80221-2806

CURRENT RESIDENT  
461 N WASHINGTON ST  
DENVER CO 80203-3809

CURRENT RESIDENT  
282 E 64TH AVE  
DENVER CO 80221-2806

CURRENT RESIDENT  
6350 BROADWAY STE 1  
DENVER CO 80216-1013

CURRENT RESIDENT  
200 E 64TH AVE STE A  
DENVER CO 80221-2809

CURRENT RESIDENT  
6350 BROADWAY STE 2  
DENVER CO 80216-1013

CURRENT RESIDENT  
200 E 64TH AVE STE B  
DENVER CO 80221-2809

CURRENT RESIDENT  
6280 BROADWAY  
DENVER CO 80216-1033

CURRENT RESIDENT  
6401 BROADWAY STE A  
DENVER CO 80221-2853

CURRENT RESIDENT  
6345 BROADWAY  
DENVER CO 80216-1034

CURRENT RESIDENT  
6401 BROADWAY STE B  
DENVER CO 80221-2853

CURRENT RESIDENT  
6385 BROADWAY  
DENVER CO 80216-1034

CURRENT RESIDENT  
6401 BROADWAY STE C  
DENVER CO 80221-2853

CURRENT RESIDENT  
6300 BROADWAY  
DENVER CO 80216-1035

CURRENT RESIDENT  
6401 BROADWAY STE D  
DENVER CO 80221-2853

CURRENT RESIDENT  
160 E 64TH AVE  
DENVER CO 80221-2804

CURRENT RESIDENT  
6401 BROADWAY STE E  
DENVER CO 80221-2853

CURRENT RESIDENT  
275 E 64TH AVE  
DENVER CO 80221-2805

CURRENT RESIDENT  
6401 BROADWAY STE F  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE G  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE Q  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE H  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE R  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE I  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE T  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE J  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE U  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE K  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE V  
DENVER CO 80221-2853

CURRENT RESIDENT  
6401 BROADWAY STE L  
DENVER CO 80221-2853

CURRENT RESIDENT  
6400 BROADWAY STE 1  
DENVER CO 80221-2854

CURRENT RESIDENT  
6401 BROADWAY STE M  
DENVER CO 80221-2853

CURRENT RESIDENT  
6400 BROADWAY STE 11  
DENVER CO 80221-2854

CURRENT RESIDENT  
6401 BROADWAY STE N  
DENVER CO 80221-2853

CURRENT RESIDENT  
6400 BROADWAY STE 2  
DENVER CO 80221-2854

CURRENT RESIDENT  
6401 BROADWAY STE O  
DENVER CO 80221-2853

CURRENT RESIDENT  
6400 BROADWAY STE 3  
DENVER CO 80221-2854

CURRENT RESIDENT  
6401 BROADWAY STE P  
DENVER CO 80221-2853

CURRENT RESIDENT  
6400 BROADWAY STE 4  
DENVER CO 80221-2854

CURRENT RESIDENT  
6400 BROADWAY STE 5  
DENVER CO 80221-2854

CURRENT RESIDENT  
601 E 64TH AVE UNIT B100  
DENVER CO 80229-7021

CURRENT RESIDENT  
6400 BROADWAY STE 6  
DENVER CO 80221-2854

CURRENT RESIDENT  
601 E 64TH AVE UNIT C100  
DENVER CO 80229-7022

CURRENT RESIDENT  
6400 BROADWAY STE 7  
DENVER CO 80221-2854

CURRENT RESIDENT  
601 E 64TH AVE UNIT D100  
DENVER CO 80229-7023

CURRENT RESIDENT  
6400 BROADWAY STE 8  
DENVER CO 80221-2854

CURRENT RESIDENT  
601 E 64TH AVE UNIT B200  
DENVER CO 80229-7024

CURRENT RESIDENT  
80 E 64TH AVE STE A  
DENVER CO 80221-2882

CURRENT RESIDENT  
601 E 64TH AVE UNIT B300  
DENVER CO 80229-7026

CURRENT RESIDENT  
80 E 64TH AVE STE B  
DENVER CO 80221-2882

CURRENT RESIDENT  
601 E 64TH AVE UNIT B400  
DENVER CO 80229-7027

CURRENT RESIDENT  
80 E 64TH AVE STE C  
DENVER CO 80221-2882

CURRENT RESIDENT  
601 E 64TH AVE UNIT C200  
DENVER CO 80229-7028

CURRENT RESIDENT  
500 E 64TH AVE  
DENVER CO 80229-7006

CURRENT RESIDENT  
601 E 64TH AVE UNIT C300  
DENVER CO 80229-7030

CURRENT RESIDENT  
602 E 64TH AVE  
DENVER CO 80229-7008

CURRENT RESIDENT  
601 E 64TH AVE UNIT C400  
DENVER CO 80229-7031

CURRENT RESIDENT  
601 E 64TH AVE UNIT A100  
DENVER CO 80229-7020

CURRENT RESIDENT  
601 E 64TH AVE UNIT C500  
DENVER CO 80229-7032

CURRENT RESIDENT  
601 E 64TH AVE UNIT D200  
DENVER CO 80229-7033

CURRENT RESIDENT  
601 E 64TH AVE UNIT D300  
DENVER CO 80229-7034

# CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

275 E. 64th Ave

on February 11, 2020

In accordance with the requirements of the Adams County Zoning Regulations

Layla Bajelan

# 64<sup>th</sup> Avenue Billboard CUP

RCU2018-00018

275 E 64<sup>th</sup> Avenue

May 5<sup>th</sup>, 2020

Board of County Commissioners Public Hearing  
Community and Economic Development Department

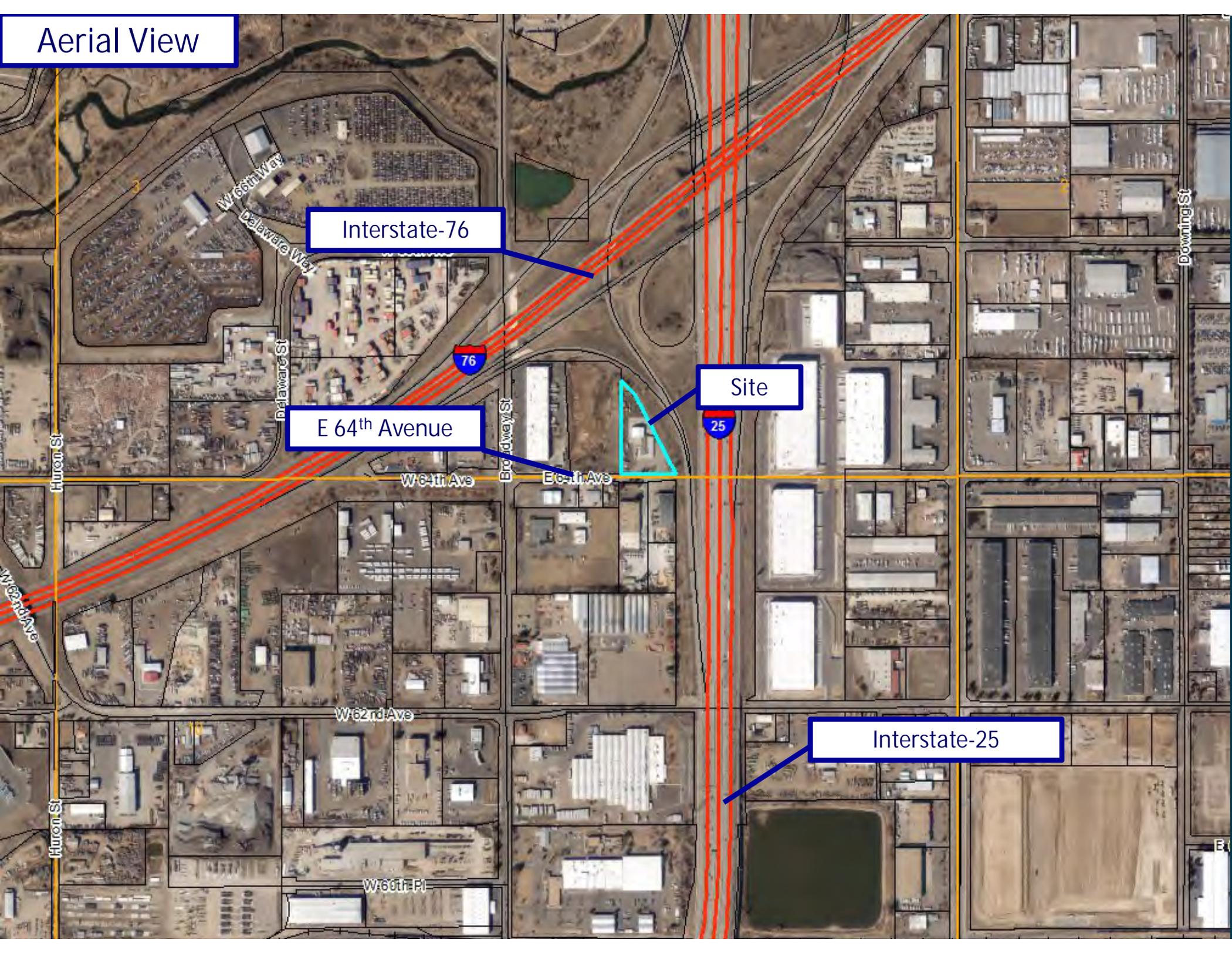
Case Manager: Layla Bajelan



# Request

Request: Conditional Use Permit to allow an off-premise electronic sign (billboard) in the Industrial-3 (I-3) zone.

Aerial View



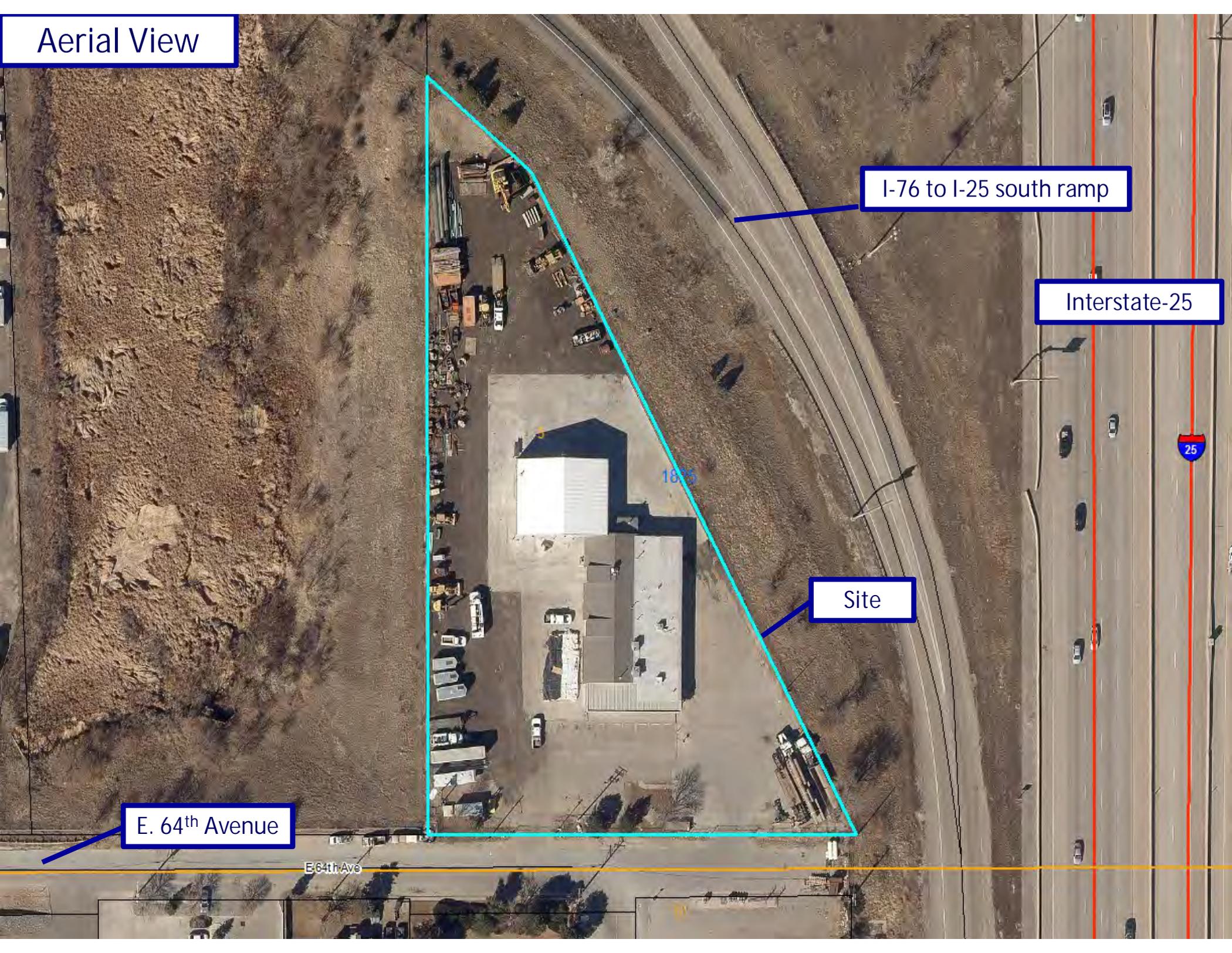
Interstate-76

Site

E 64th Avenue

Interstate-25

Aerial View



I-76 to I-25 south ramp

Interstate-25

Site

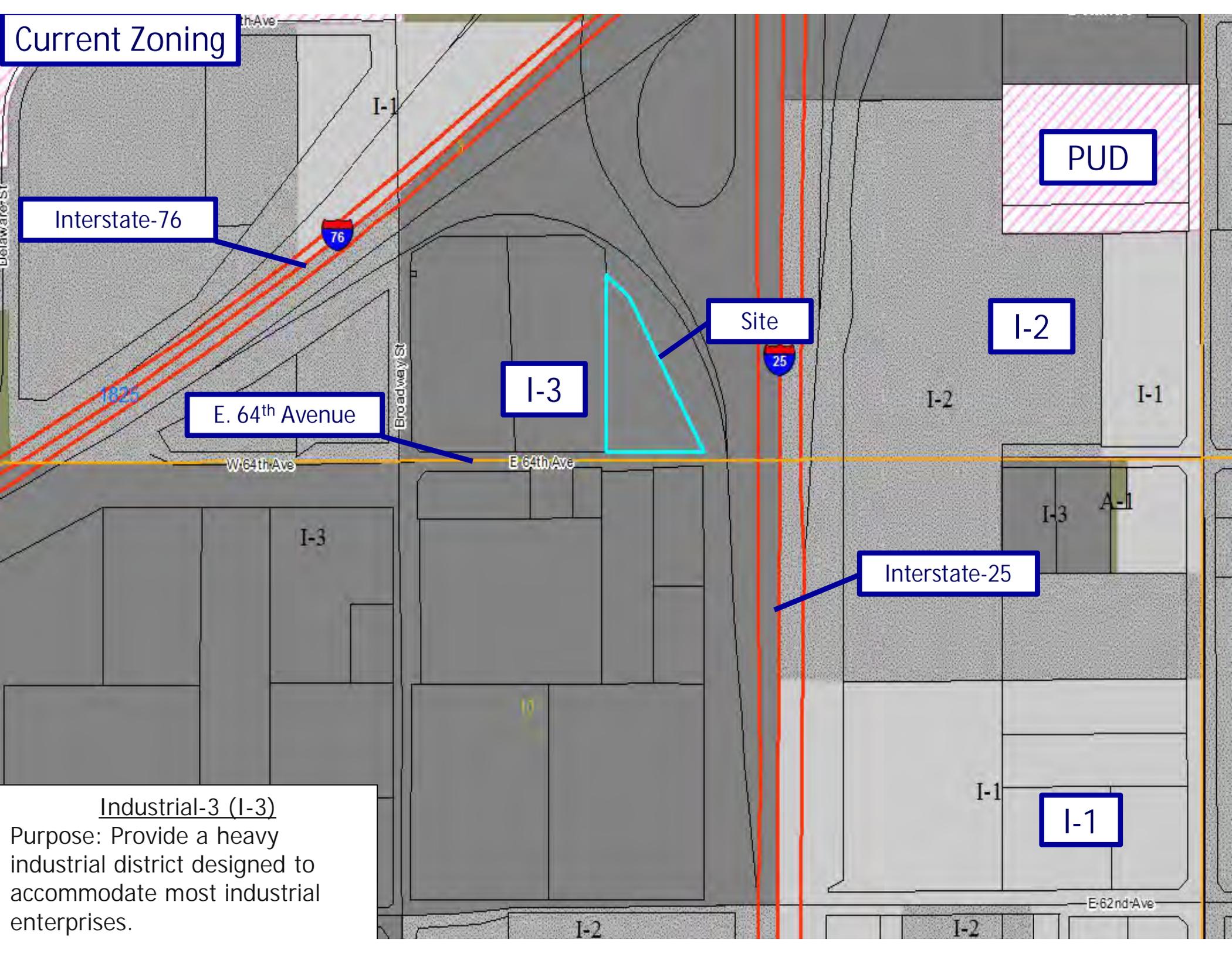
E. 64<sup>th</sup> Avenue

E 64th Ave

1835

25

# Current Zoning



Interstate-76

E. 64<sup>th</sup> Avenue

Site

PUD

I-2

I-3

Interstate-25

I-1

Industrial-3 (I-3)  
Purpose: Provide a heavy industrial district designed to accommodate most industrial enterprises.

# Future Land Use Map

Interstate-76

Mixed-Use  
Employment

E 64<sup>th</sup> Avenue

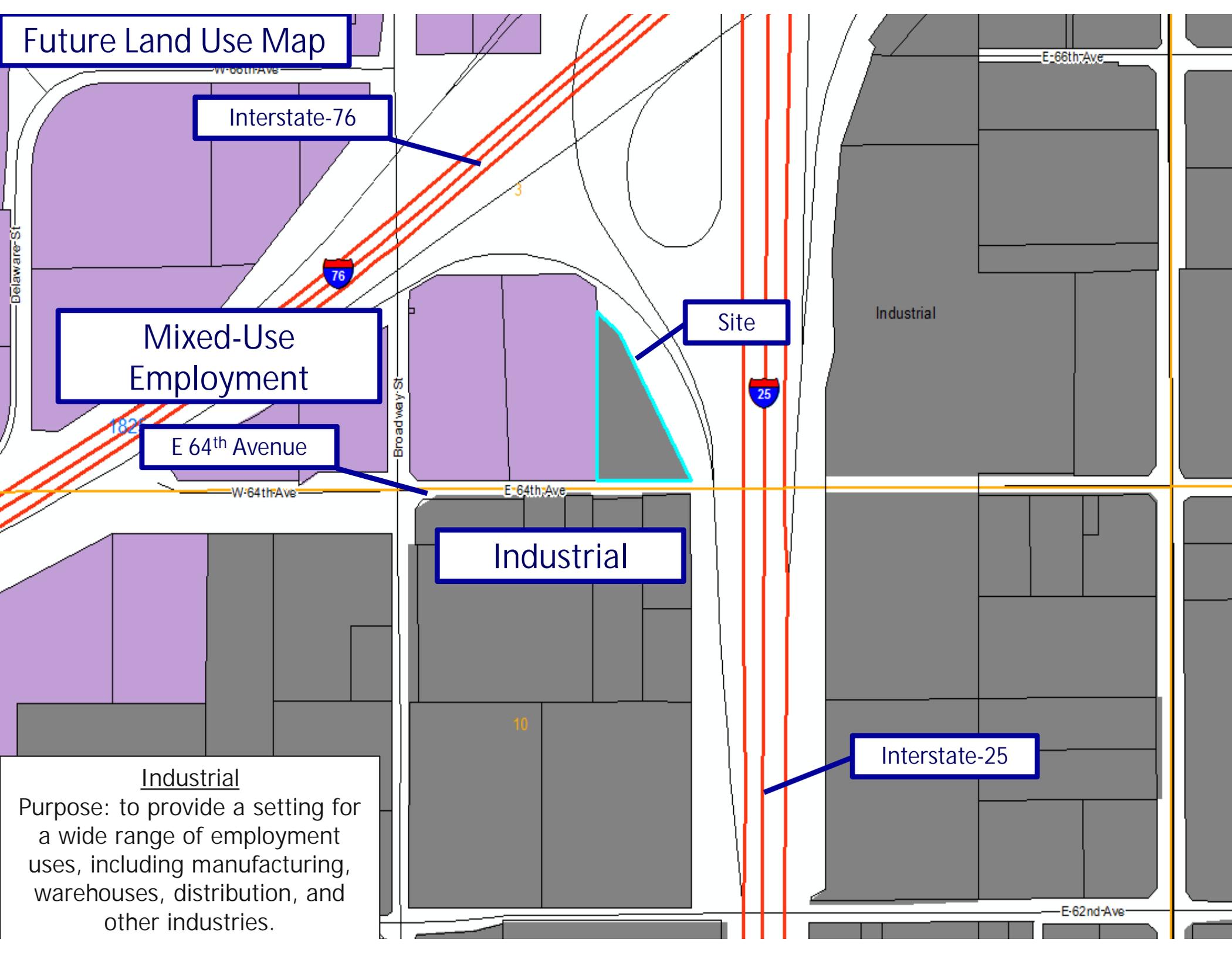
Site

Industrial

Interstate-25

## Industrial

Purpose: to provide a setting for a wide range of employment uses, including manufacturing, warehouses, distribution, and other industries.



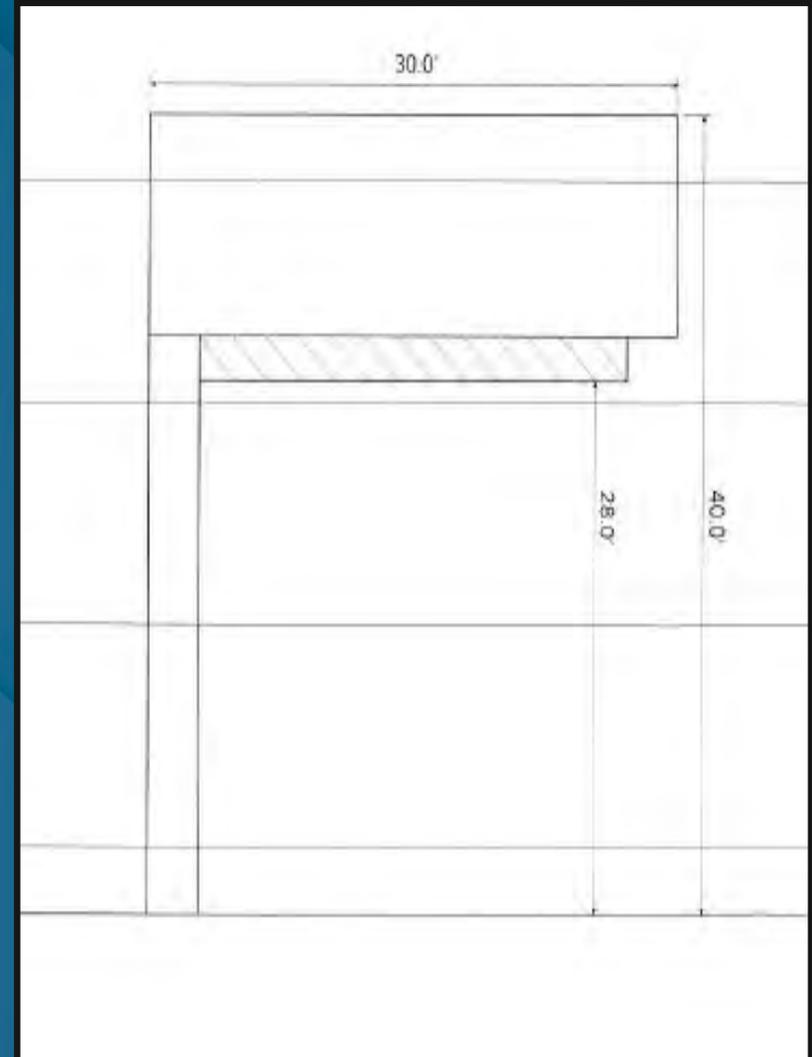
# Criteria for Conditional Use

Section 2-02-08-06

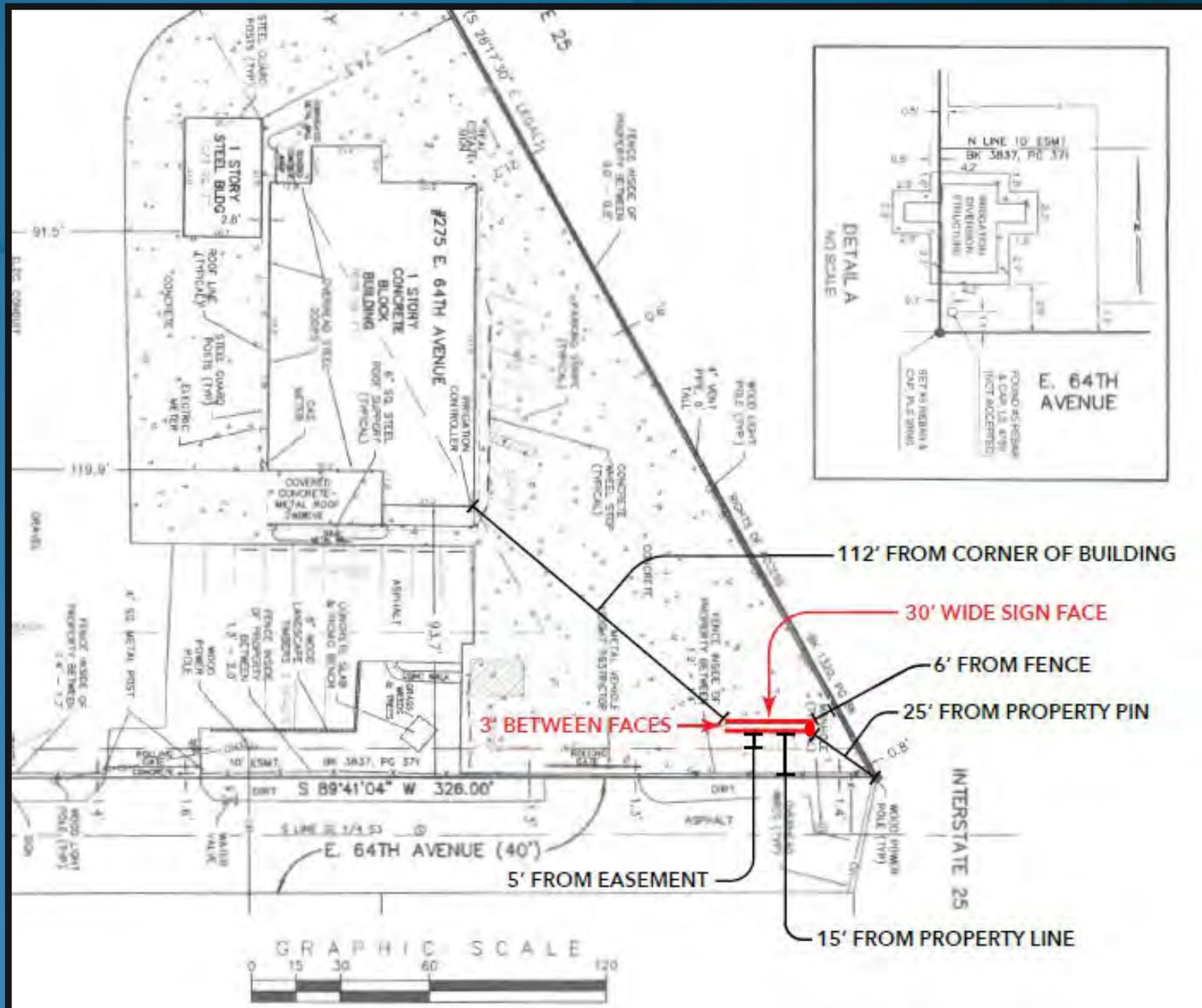
1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

# Performance Standards

- Maximum Height: 40 feet, 40 ft proposed
- Maximum Size: 300 sq. ft. , 300 sq. ft proposed
- Only one two-faced off-premise sign
- Setback equal to the height
  - Variations in setback may be permitted
- Minimum of 2,000 ft. on the same side of the road
- Sign faces
  - Back-to-back, no V-shaped
  - Max. 3.5 feet apart
- Remain motionless for a min. of 4 seconds, 10 is optimal



# Applicant Site Plan



# Variation in Setback

- Applicant is requesting a variation in setback.
  - 40 feet required
  - 6 feet requested from east property line, 15 feet from south property line

Staff does not support this variation request:

- Does not address off site impacts
- Site has adequate space
- Not compliant with subarea plan/comp plan

Recommended Condition Precedent of Approval:

The applicant must submit a revised site plan to the Community and Economic Development Department showing a minimum of 40-foot setback from all property boundaries for the proposed billboard.

# Southwest Area Framework Plan

- Policy 14.7 to Enhance the area's role as an important County Gateway. Strategies in completing the goal include:
  - 14.7.a. Entryway Image
  - 14.7.b. Screening and Buffering
  - 14.7.c Signs- Review and update the sign regulation provisions, including control of off-premise signs, applicable to private lands visible from I-70, I-25, and I-76 and key highway exits into the County.









# Referral Comments

Notifications Sent*	# Comments Received
82	0

\*Property owners and occupants within 2,640 ft.

## Referral Agencies:

CDPHE, Century Link, Colorado Division of Wildlife, Comcast, Mapleton School District, Metro Wastewater, North Lincoln W/S District, North Pecos W/S District, North Washington W/S District, RTD, UPR

Responding with concern: CDOT, TCHD

Responding without Concern: Xcel

# Planning Commission Update

- Planning Commission Public Hearing: February 27, 2020
- Concerns regarding the setback and the denial letters provided by CDOT
- Planning Commission recommended APPROVAL of the subject request (RCU2018-00006) WITHOUT the applicants request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 5 Conditions, and 3 Notes to the applicant.

# 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

# Staff Recommendation

(RCU2018-00018; 64<sup>th</sup> Avenue Billboard CUP)

Staff has determined that the following request is consistent with the criteria of approval only if approved with the recommended condition precedent.

Staff recommends APPROVAL of the subject request (RCU2018-00018) WITHOUT the applicant's request for a variation in the setback, with 8 Findings-of-Fact, 1 Condition Precedent, 6 Conditions, and 3 Notes to the applicant.

# Recommended Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the 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

## Recommended Condition Precedent of Approval:

1. The applicant must submit a revised site plan to the Community and Economic Development Department showing a minimum of 40-foot setback from all property boundaries for the proposed billboard.

## Recommended Conditions of Approval:

1. The applicant must show compliance with all the requirements of the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. Seq. and the Colorado rules and regulations promulgated thereunder by the Colorado Department of Transportation.
2. The applicant shall obtain a Roadside Sign Permit from the Colorado Department of Transportation.
3. The applicant shall obtain a building permit from Adams County for the billboard, including all required building permit inspections.
4. Each message displayed on the billboard shall remain static for a minimum of four (4) seconds and must transition immediately to the next message displayed.
5. Applicant must comply with all Tri-County Health requirements applicable to development within the Flammable Gas Overlay.
6. The approval of the off-premise sign shall expire May 5<sup>th</sup>, 2030 unless renewed.

# Recommended Note to the Applicant

1. All applicable building, zoning, health, fire, and engineering requirements and codes shall be adhered to with this request. The applicant may submit an alternative design that can be approved through a Minor Amendment to this Conditional Use Permit by staff, as long as the design complies with the Adams County Development Standards and Regulations at the time of building permit application.
2. The conditional use permit shall expire on May 5<sup>th</sup>, 2021 if sign permits are not obtained from Adams County.
3. Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sounds, employs stereopticon, or includes motion picture projection is prohibited.

# Light Analysis

**Yellow Lines** illustrate how the sign brightness drops rapidly from **80%** to **20%** to **1%** due to the incorporation of **Siteline Blocking Louvers Technology**.

**Yellow** represents calculated illuminance figures at selected locations in **foot-candles [fc]**.

A full moon has a light impact of approximately **0.03 fc**. A value less than this is considered **negligible**.

Parameters:

- Display Luminance = 300 NITS
- Display Type = MRI VIQ 10' X 30'

Calculations made by Shehab Rustom, Engineering Product Manager  
Google Earth

**No light impact West of the 1% brightness yellow lines**

**200ft  
0.215fc**

**0.215fc  
200ft**

