



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 7, 2019
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of April 22-26, 2019
- B.** Minutes of the Commissioners' Proceedings from April 30, 2019
- C.** Resolution Approving Amendment to Agreement Regarding Right-of-Way Acquisition for Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County (Agreement No. 97-09.01F)
(File approved by ELT)

- D.** Resolution Amending the Road & Bridge Fund Balance Policy and Reserves Including the Adoption of a Strategic Fund Balance Reserve as Part of the County's Committed Fund Balance
(File approved by ELT)
- E.** Resolution Accepting Quitclaim Deed Conveying Property from Timothy Wagner and Amy Wagner to Adams County for the Dedication of Right-of-Way for East 160th Avenue and Watkins Road
(File approved by ELT)
- F.** Resolution Approving a Five-Year Master Contract for Community Corrections Program Services with the Division of Criminal Justice
(File approved by ELT)
- G.** Resolution to Accept a Quitclaim Deed from the Colorado Department of Transportation for the 43-Acre Lowell Ponds State Wildlife Area
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving an Agreement between Adams County and EST, Inc., for the York Street, Phase III, 58th Avenue and State Highway 224 Professional Engineering Design Services
(File approved by ELT)
- 2.** Resolution Approving the Agreement between Adams County and A-1 Chipseal Company for the 2019 Seal Program
(File approved by ELT)
- 3.** Resolution Approving Amendment Two to the Agreement between Adams County and Commercial Cleaning Systems for Custodial Cleaning Services
(File approved by ELT)
- 4.** Resolution Authorizing the Use of the Regional Traffic Impact Fee Trust Fund to Pay for York Street Phase I, York Street Phase II, York Street Phase III, East 58th Avenue, Lowell Boulevard, and Pecos Street Widening and Safety Improvement Project Expenditures
(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

- 1.** PRC2018-00002 Pomponio Terrace Filing 3 and 4
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,021,376.83
4	Capital Facilities Fund	234,985.43
5	Golf Course Enterprise Fund	47,019.42
6	Equipment Service Fund	34,572.83
7	Stormwater Utility Fund	12,444.01
13	Road & Bridge Fund	109,330.44
19	Insurance Fund	28,451.02
24	Conservation Trust Fund	17,334.92
25	Waste Management Fund	4,073.14
27	Open Space Projects Fund	2,537,925.03
28	Open Space Sales Tax Fund	15,129.28
31	Head Start Fund	4,436.44
35	Workforce & Business Center	1,082.61
43	Front Range Airport	74,315.39
50	FLATROCK Facility Fund	1,430.24
94	Sheriff Payables	11,740.50
		<u>4,155,647.53</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005268	491215	WELLPATH LLC	04/22/19	397,854.42
00005270	37193	CINA & CINA FORENSIC CONSULTIN	04/24/19	29,250.00
00005271	373974	HOLMES DAWN B	04/24/19	6,100.00
00005272	841350	IZUMI NETWORK YUGEN KAISHA	04/24/19	2,875.00
00736372	12012	ALSCO AMERICAN INDUSTRIAL	04/22/19	189.59
00736373	32505	ARAPAHOE COUNTY	04/22/19	275.49
00736374	54337	BOTTOMLINE TECHNOLOGIES INC	04/22/19	3,562.57
00736375	37266	CENTURY LINK	04/22/19	12.10
00736376	80146	COLO DEPT OF PUBLIC HEALTH & E	04/22/19	40.00
00736377	42425	COMMERCE CITY CITY OF	04/22/19	1,160.00
00736378	42540	DELL MARKETING LP	04/22/19	2,240.00
00736380	6322	DOUGLAS COUNTY CLERK	04/22/19	407.30
00736381	9496	ENVIRONMENTAL SYSTEMS RESEARCH	04/22/19	17,500.00
00736382	608721	FUSION TALENT GROUP INC	04/22/19	10,000.00
00736383	258674	GO UP ELEVATOR INSPECTION SERV	04/22/19	400.00
00736384	173928	GUIDANCE CORPORATE REALTY ADVI	04/22/19	974.46
00736387	430098	REPUBLIC SERVICES #535	04/22/19	395.96
00736388	844969	RLH ENGINEERING INC	04/22/19	1,300.59
00736389	43587	SOUTHERN WINE & SPIRITS LLC	04/22/19	232.60
00736394	13951	TDS TELECOM	04/22/19	844.95
00736395	41127	THYSSENKRUPP ELEVATOR CORP	04/22/19	233.56
00736396	1007	UNITED POWER (UNION REA)	04/22/19	104.17
00736413	20730	UNITED STATES POSTAL SERVICE	04/22/19	78.09
00736415	40340	WINDSTREAM COMMUNICATIONS	04/22/19	2,254.85
00736416	152650	WORKPLACE RESOURCE	04/22/19	262.00
00736426	433987	ADCO DISTRICT ATTORNEY'S OFFIC	04/23/19	861.22
00736427	383698	ALLIED UNIVERSAL SECURITY SERV	04/23/19	21,891.08
00736429	844052	CARNEY LISA	04/23/19	400.00
00736430	9902	CHEMATOX LABORATORY INC	04/23/19	1,393.00
00736431	99357	COLO MEDICAL WASTE INC	04/23/19	1,460.00
00736432	842090	COLUMBOS JEFF	04/23/19	75.00
00736433	40658	CROWN EQUIPMENT CORP	04/23/19	80.00
00736434	105110	CULLIGAN	04/23/19	126.00
00736435	36808	DENVER INDUSTRIAL PUMPS	04/23/19	10,057.87
00736436	323143	ELMWOOD BAPTIST CHURCH	04/23/19	400.00
00736437	47723	FEDEX	04/23/19	195.31

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736440	486419	HIGH COUNTRY BEVERAGE	04/23/19	186.10
00736442	40843	LANGUAGE LINE SERVICES	04/23/19	4.10
00736443	211203	LEXIPOL LLC	04/23/19	10,250.00
00736446	506606	MARTINEZ ANDREW J	04/23/19	400.00
00736447	729564	METRO TRANSPORTATION PLANNING	04/23/19	3,805.30
00736448	19888	MOUNTAIN STATES DOG TRAININGCL	04/23/19	500.00
00736449	745674	MR REPAIR INC	04/23/19	96.00
00736450	842982	NATIONAL DEMOLITION ASSOCIATIO	04/23/19	400.00
00736451	124449	NMS LABS	04/23/19	13,070.00
00736452	13774	NORTH PECOS WATER & SANITATION	04/23/19	40.94
00736454	844051	ROCKY MOUNTAIN LUTHERAN HIGH S	04/23/19	400.00
00736455	472626	SAFEWARE INC	04/23/19	8,772.26
00736457	53265	SAMS CLUB	04/23/19	406.95
00736458	669061	SCL HEALTH	04/23/19	851.25
00736459	51001	SOUTHLAND MEDICAL LLC	04/23/19	4,415.40
00736460	599714	SUMMIT FOOD SERVICE LLC	04/23/19	3,575.46
00736461	37005	TOSHIBA BUSINESS SOLUTIONS	04/23/19	1,863.97
00736462	61565	TRANSLATION & INTERPRETING CEN	04/23/19	27,245.56
00736463	122804	TRUE POINT LLC	04/23/19	2,640.00
00736465	725336	US CORRECTIONS LLC	04/23/19	4,041.00
00736466	13822	XCEL ENERGY	04/23/19	57.77
00736467	13822	XCEL ENERGY	04/23/19	217.56
00736468	13822	XCEL ENERGY	04/23/19	28.49
00736469	13822	XCEL ENERGY	04/23/19	10.84
00736470	844048	ZOERB JEFF	04/23/19	75.00
00736471	93203	ADAMS COUNTY EDUCATION CONSORT	04/24/19	850.00
00736472	23512	ASSN OF COLO COUNTY ADMINISTRA	04/24/19	600.00
00736473	844981	BENNETT WATKINS FIRE RESCUE	04/24/19	849.00
00736474	47840	BOULDER COUNTY COOPERATIVE EXT	04/24/19	372.31
00736475	13160	BRIGHTON CITY OF (WATER)	04/24/19	3,302.03
00736476	13160	BRIGHTON CITY OF (WATER)	04/24/19	3,348.43
00736477	13160	BRIGHTON CITY OF (WATER)	04/24/19	759.76
00736478	138972	COLO NAHRO	04/24/19	275.00
00736479	209334	COLO NATURAL GAS INC	04/24/19	947.48
00736480	42425	COMMERCE CITY CITY OF	04/24/19	390.00
00736481	42425	COMMERCE CITY CITY OF	04/24/19	770.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736482	612089	COMMERCIAL CLEANING SYSTEMS	04/24/19	79,106.08
00736484	13299	CSU UNIVERSITY RESOURCE CTR	04/24/19	816.80
00736485	34567	DILL JERRY	04/24/19	30.00
00736487	34197	GOURD THADDEUS	04/24/19	139.78
00736488	33278	HURDELBRINK JULIA	04/24/19	249.98
00736489	13565	INTERMOUNTAIN REA	04/24/19	2,075.76
00736490	13565	INTERMOUNTAIN REA	04/24/19	167.54
00736491	678026	JUAREZ SANCHEZ DIANA	04/24/19	176.44
00736492	422240	MANN LACEY	04/24/19	142.22
00736493	593447	PIN BUSINESS NETWORK	04/24/19	16,500.00
00736494	722095	POTTER PAMELA	04/24/19	1,078.81
00736495	8348	PUEBLO COUNTY GOVERNMENT	04/24/19	675.00
00736497	711167	ROOFTECH CONSULTANTS INC	04/24/19	12,210.00
00736498	668994	SIEMENS INDUSTRY INC	04/24/19	18,065.20
00736499	13932	SOUTH ADAMS WATER & SANITATION	04/24/19	430.47
00736500	13932	SOUTH ADAMS WATER & SANITATION	04/24/19	705.29
00736501	13932	SOUTH ADAMS WATER & SANITATION	04/24/19	46.97
00736502	13932	SOUTH ADAMS WATER & SANITATION	04/24/19	46.97
00736503	13932	SOUTH ADAMS WATER & SANITATION	04/24/19	25.20
00736504	13932	SOUTH ADAMS WATER & SANITATION	04/24/19	513.42
00736505	13932	SOUTH ADAMS WATER & SANITATION	04/24/19	1,191.23
00736508	46796	WESTMINSTER CITY OF	04/24/19	932.90
00736509	712817	WHITESTONE CONSTRUCTION SERVIC	04/24/19	78,743.13
00736510	13822	XCEL ENERGY	04/24/19	1,678.34
00736511	13822	XCEL ENERGY	04/24/19	948.46
00736512	42779	ADAMS COUNTY COMMUNICATION CEN	04/25/19	200.00
00736513	630412	ADVANCED LAUNDRY SYSTEMS	04/25/19	389.89
00736514	9902	CHEMATOX LABORATORY INC	04/25/19	1,057.00
00736515	625677	CODE 4 SECURITY SERVICES LLC	04/25/19	32,177.00
00736517	244523	COLO DIVISION OF VETERANS AFFA	04/25/19	500.00
00736518	721588	CONTRACT FURNISHINGS INC	04/25/19	2,232.57
00736519	60109	GOODBEE MICHELLE	04/25/19	627.00
00736522	36861	LEXIS NEXIS MATTHEW BENDER	04/25/19	2,126.99
00736523	13720	MOTOROLA INC	04/25/19	55,801.20
00736524	851798	PETERS SHIRLEY	04/25/19	174.00
00736525	800159	SALT LAKE WHOLESALE SPORTS	04/25/19	4,024.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736526	7112	SUBURBAN TOPPERS INC	04/25/19	2,695.00
00736527	599714	SUMMIT FOOD SERVICE LLC	04/25/19	43,831.24
00736528	618144	T&G PECOS LLC	04/25/19	1,800.00
00736529	7189	TOSHIBA FINANCIAL SERVICES	04/25/19	5,387.26
00736530	28617	VERIZON WIRELESS	04/25/19	1,420.93
00736531	7117	WORLD CONNECTIONS TRAVEL	04/25/19	2,051.50
00736532	91631	ADAMSON POLICE PRODUCTS	04/25/19	80.00
00736533	630412	ADVANCED LAUNDRY SYSTEMS	04/25/19	2,095.29
00736537	12689	GALLS LLC	04/25/19	1,929.49
00736539	13720	MOTOROLA INC	04/25/19	42.34
00736542	475780	BRUNING, CHRISTA ANN SIMONICH	04/26/19	740.89
00736543	255194	CHAMBERS HOLDINGS LLC	04/26/19	11,600.30
00736546	12812	GROUND ENGINEERING CONSULTANTS	04/26/19	150.00
00736547	418327	IC CHAMBERS LP	04/26/19	6,643.56
00736553	544338	WESTAR REAL PROPERTY SERVICES	04/26/19	13,598.25
Fund Total				1,021,376.83

Net Warrants by Fund Detail

4 Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736506	740359	STANTEC ARCHITECTURE INC	04/24/19	227,685.43
00736520	12812	GROUND ENGINEERING CONSULTANTS	04/25/19	7,300.00
Fund Total				234,985.43

Net Warrants by Fund Detail

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Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005269	6177	PROFESSIONAL RECREATION MGMT I	04/24/19	47,019.42
			Fund Total	47,019.42

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736386	324769	PRECISE MRM LLC	04/22/19	16,320.00
00736456	16237	SAM HILL OIL INC	04/23/19	18,252.83
			Fund Total	34,572.83

County of Adams
Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736439	381414	HAMPDEN PRESS INC	04/23/19	12,444.01
			Fund Total	12,444.01

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736397	1007	UNITED POWER (UNION REA)	04/22/19	33.00
00736398	1007	UNITED POWER (UNION REA)	04/22/19	587.75
00736399	1007	UNITED POWER (UNION REA)	04/22/19	157.49
00736400	1007	UNITED POWER (UNION REA)	04/22/19	706.16
00736401	1007	UNITED POWER (UNION REA)	04/22/19	391.28
00736402	1007	UNITED POWER (UNION REA)	04/22/19	356.52
00736403	1007	UNITED POWER (UNION REA)	04/22/19	33.00
00736404	1007	UNITED POWER (UNION REA)	04/22/19	49.50
00736405	1007	UNITED POWER (UNION REA)	04/22/19	79.48
00736406	1007	UNITED POWER (UNION REA)	04/22/19	155.85
00736407	1007	UNITED POWER (UNION REA)	04/22/19	155.85
00736408	1007	UNITED POWER (UNION REA)	04/22/19	76.00
00736409	1007	UNITED POWER (UNION REA)	04/22/19	186.98
00736410	1007	UNITED POWER (UNION REA)	04/22/19	76.00
00736411	1007	UNITED POWER (UNION REA)	04/22/19	118.00
00736412	1007	UNITED POWER (UNION REA)	04/22/19	40.45
00736417	13822	XCEL ENERGY	04/22/19	36,234.64
00736418	13822	XCEL ENERGY	04/22/19	4,713.16
00736419	13822	XCEL ENERGY	04/22/19	42.97
00736420	13822	XCEL ENERGY	04/22/19	100.84
00736421	13822	XCEL ENERGY	04/22/19	77.57
00736422	13822	XCEL ENERGY	04/22/19	102.46
00736423	13822	XCEL ENERGY	04/22/19	104.60
00736424	13822	XCEL ENERGY	04/22/19	208.60
00736425	13822	XCEL ENERGY	04/22/19	89.73
00736438	12812	GROUND ENGINEERING CONSULTANTS	04/23/19	2,579.00
00736453	147080	ROCKSOL CONSULTING GROUP INC	04/23/19	42,679.38
00736464	595135	ULTEIG ENGINEERS INC	04/23/19	19,082.18
00736550	1007	UNITED POWER (UNION REA)	04/26/19	112.00

Fund Total**109,330.44**

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736445	226103	MADISON CONSULTING GROUP	04/23/19	4,999.00
00736544	13136	EMPLOYERS COUNCIL SERVICES INC	04/26/19	876.00
00736549	174580	MILE HIGH FITNESS	04/26/19	3,010.00
00736551	11552	VISION SERVICE PLAN-CONNECTICU	04/26/19	1,353.98
00736552	11552	VISION SERVICE PLAN-CONNECTICU	04/26/19	18,212.04
Fund Total				28,451.02

Net Warrants by Fund Detail

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Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736441	26418	JOHN DEERE COMPANY	04/23/19	17,180.92
00736444	13635	LOWER CLEAR CREEK DITCH	04/23/19	154.00
			Fund Total	17,334.92

Net Warrants by Fund Detail

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Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736428	535096	B & B ENVIRONMENTAL SAFETY INC	04/23/19	4,073.14
			Fund Total	4,073.14

Net Warrants by Fund Detail

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Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005274	132360	LAND TITLE GUARANTEE	04/25/19	1,990,707.85
00005275	171233	LAND TITLE GUARANTEE COMPANY	04/25/19	490,581.24
00736486	669264	ENERGES SERVICES LLC	04/24/19	40,008.09
00736545	669264	ENERGES SERVICES LLC	04/26/19	16,627.85
Fund Total				2,537,925.03

Net Warrants by Fund Detail

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Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736535	35901	BARR LAKE STATE PARK	04/25/19	3,325.00
00736548	49228	IZONE	04/26/19	11,804.28
Fund Total				15,129.28

Net Warrants by Fund Detail

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Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736385	79121	MEADOW GOLD DAIRY	04/22/19	731.40
00736392	13770	SYSCO DENVER	04/22/19	3,705.04
Fund Total				4,436.44

Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736534	492573	ADVANCED URGENT CARE AND OCC M	04/25/19	85.00
00736536	850090	BUSTOS PRICILLA J	04/25/19	80.00
00736538	850089	MARTINEZ SIERRA	04/25/19	80.00
00736540	8076	VERIZON WIRELESS	04/25/19	513.16
00736541	850088	YELLOW PAGE DIRECTORY SERVICES	04/25/19	324.45
Fund Total				1,082.61

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005267	80249	OFFEN PETROLEUM INC	04/22/19	1,642.72
00005273	709816	CITY SERVICEVALCON LLC	04/25/19	20,308.19
00005276	709816	CITY SERVICEVALCON LLC	04/26/19	29,165.24
00736379	56025	DISCOUNT PLUMBING SERVICES INC	04/22/19	6,242.02
00736390	33604	STATE OF COLORADO	04/22/19	1,591.00
00736391	33604	STATE OF COLORADO	04/22/19	449.94
00736393	93074	SYSCO DENVER	04/22/19	194.00
00736414	80279	VERIZON WIRELESS	04/22/19	477.66
00736496	109815	ROOD & ASSOCIATES	04/24/19	3,600.00
00736507	9558	UNIVAR USA INC	04/24/19	794.62
00736521	358103	KIMLEY-HORN AND ASSOCIATES INC	04/25/19	9,850.00
			Fund Total	74,315.39

Net Warrants by Fund Detail

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FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736483	612089	COMMERCIAL CLEANING SYSTEMS	04/24/19	1,430.24
Fund Total				1,430.24

Net Warrants by Fund Detail

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Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00736516	33480	COLO BUREAU OF INVESTIGATION	04/25/19	11,740.50
			Fund Total	11,740.50

County of Adams
Net Warrants by Fund Detail

Grand Total 4,155,647.53

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	VERIZON WIRELESS	00043	950890	335335	04/19/19	<u>437.65</u>
					Account Total	<u>437.65</u>
					Department Total	<u><u>437.65</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	STATE OF COLORADO	00043	950892	335337	04/19/19	.17-
					Account Total	.17-
	Telephone					
	VERIZON WIRELESS	00043	950890	335335	04/19/19	40.01
					Account Total	40.01
					Department Total	<u>39.84</u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gasoline					
	OFFEN PETROLEUM INC	00043	950718	335106	04/17/19	1,636.48
					Account Total	<u>1,636.48</u>
	Infrastruc Rep & Maint					
	DISCOUNT PLUMBING SERVICES INC	00043	950886	335328	04/19/19	6,242.02
					Account Total	<u>6,242.02</u>
	Licenses and Fees					
	OFFEN PETROLEUM INC	00043	950718	335106	04/17/19	6.24
					Account Total	<u>6.24</u>
	Runways					
	ROOD & ASSOCIATES	00043	950967	335467	04/23/19	3,600.00
					Account Total	<u>3,600.00</u>
					Department Total	<u><u>11,484.74</u></u>

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	YELLOW PAGE DIRECTORY SERVICES	00035	951051	335601	04/24/19	<u>324.45</u>
					Account Total	<u>324.45</u>
					Department Total	<u><u>324.45</u></u>

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ARAPAHOE COUNTY	00001	950891	335336	04/19/19	<u>275.49</u>
					Account Total	<u>275.49</u>
					Department Total	<u><u>275.49</u></u>

County of Adams
Vendor Payment Report

<u>3164</u>	<u>Byers/Shamrock Blade Stations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	RLH ENGINEERING INC	00004	950804	335197	04/18/19	<u>1,300.59</u>
					Account Total	<u>1,300.59</u>
					Department Total	<u><u>1,300.59</u></u>

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	SYSCO DENVER	00043	950888	335335	04/19/19	97.00
	SYSCO DENVER	00043	950889	335335	04/19/19	97.00
					Account Total	<u>194.00</u>
					Department Total	<u><u>194.00</u></u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	GROUND ENGINEERING CONSULTANTS	00004	951103	335743	04/25/19	3,200.00
	GROUND ENGINEERING CONSULTANTS	00004	951104	335743	04/25/19	4,100.00
	STANTEC ARCHITECTURE INC	00004	951052	335599	04/24/19	227,685.43
					Account Total	234,985.43
					Department Total	234,985.43

County of Adams
Vendor Payment Report

<u>1010</u>	<u>Communications</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	8843	00001	951127	335766	04/25/19	<u>740.89</u>
					Account Total	<u>740.89</u>
					Department Total	<u><u>740.89</u></u>

County of Adams
Vendor Payment Report

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg JOHN DEERE COMPANY	00024	950970	335494	04/23/19	17,180.92
					Account Total	17,180.92
					Department Total	17,180.92

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	950815	335223	04/18/19	80.00
					Account Total	80.00
	Medical Services					
	CINA & CINA FORENSIC CONSULTIN	00001	950808	335207	04/18/19	29,250.00
	HOLMES DAWN B	00001	950897	335351	04/19/19	6,100.00
					Account Total	35,350.00
	Operating Supplies					
	SOUTHLAND MEDICAL LLC	00001	950819	335223	04/18/19	4,415.40
					Account Total	4,415.40
	Other Professional Serv					
	COLO MEDICAL WASTE INC	00001	950820	335223	04/18/19	1,460.00
	FEDEX	00001	950816	335223	04/18/19	186.82
	FEDEX	00001	950817	335223	04/18/19	8.49
	LANGUAGE LINE SERVICES	00001	950821	335223	04/18/19	4.10
	MR REPAIR INC	00001	950818	335223	04/18/19	96.00
	NMS LABS	00001	950822	335223	04/18/19	13,070.00
	SCL HEALTH	00001	950814	335223	04/18/19	851.25
					Account Total	15,676.66
					Department Total	55,522.06

County of Adams
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ASSN OF COLO COUNTY ADMINISTRA	00001	950877	335320	04/19/19	<u>600.00</u>
					Account Total	<u>600.00</u>
					Department Total	<u><u>600.00</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	DOUGLAS COUNTY CLERK	00001	950873	335315	04/19/19	<u>407.30</u>
					Account Total	<u>407.30</u>
					Department Total	<u><u>407.30</u></u>

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	950864	335315	04/19/19	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	950865	335315	04/19/19	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	950866	335315	04/19/19	19.53
	ALSCO AMERICAN INDUSTRIAL	00001	950867	335315	04/19/19	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	950868	335315	04/19/19	27.70
	ALSCO AMERICAN INDUSTRIAL	00001	950869	335315	04/19/19	19.82
	ALSCO AMERICAN INDUSTRIAL	00001	950870	335315	04/19/19	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	950871	335315	04/19/19	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	950872	335315	04/19/19	17.19
					Account Total	189.59
					Department Total	189.59

County of Adams
Vendor Payment Report

<u>6021</u>	<u>CT- Trails- Plan/Design Const</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Improv Other Than Bldgs					
	LOWER CLEAR CREEK DITCH	00024	950558	334865	04/15/19	<u>154.00</u>
					Account Total	<u>154.00</u>
					Department Total	<u><u>154.00</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	GOODBEE MICHELLE	00001	951084	335641	04/24/19	627.00
					Account Total	627.00
	Travel & Transportation					
	PETERS SHIRLEY	00001	951085	335641	04/24/19	174.00
					Account Total	174.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	950952	335404	04/22/19	301.19
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	950952	335404	04/22/19	98.38
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	950952	335404	04/22/19	243.87
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	950952	335404	04/22/19	217.78
					Account Total	861.22
					Department Total	1,662.22

County of Adams
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	951033	335588	04/24/19	<u>850.00</u>
					Account Total	<u>850.00</u>
					Department Total	<u><u>850.00</u></u>

County of Adams
Vendor Payment Report

<u>2041</u>	<u>Emerg Mngt-Administraion</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Health & Safety Materials					
	BENNETT WATKINS FIRE RESCUE	00001	951034	335588	04/24/19	<u>849.00</u>
					Account Total	<u>849.00</u>
					Department Total	<u><u>849.00</u></u>

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Medical Services					
	ADVANCED URGENT CARE AND OCC M	00035	951045	335601	04/24/19	<u>85.00</u>
					Account Total	<u>85.00</u>
					Department Total	<u><u>85.00</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	PRECISE MRM LLC	00006	950946	335401	04/22/19	5,016.00
	PRECISE MRM LLC	00006	950947	335401	04/22/19	5,304.00
	PRECISE MRM LLC	00006	950948	335401	04/22/19	6,000.00
	SAM HILL OIL INC	00006	950990	335507	04/23/19	17,939.67
	SAM HILL OIL INC	00006	950992	335507	04/23/19	313.16
					Account Total	34,572.83
					Department Total	34,572.83

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	8159	00001	951036	335592	04/24/19	<u>176.44</u>
					Account Total	<u>176.44</u>
					Department Total	<u><u>176.44</u></u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	8211	00001	951037	335592	04/24/19	<u>139.78</u>
					Account Total	<u>139.78</u>
					Department Total	<u><u>139.78</u></u>

County of Adams
Vendor Payment Report

<u>9242</u>	<u>Extension- Agriculture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	BOULDER COUNTY COOPERATIVE EXT	00001	950640	334942	04/16/19	<u>372.31</u>
					Account Total	<u>372.31</u>
					Department Total	<u><u>372.31</u></u>

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	8293	00001	951038	335592	04/24/19	249.98
	8295	00001	951039	335592	04/24/19	142.22
					Account Total	392.20
	Operating Supplies					
	CSU UNIVERSITY RESOURCE CTR	00001	950779	335189	04/19/19	816.80
	DILL JERRY	00001	950777	335189	04/18/19	30.00
	PUEBLO COUNTY GOVERNMENT	00001	950630	334942	04/16/19	675.00
					Account Total	1,521.80
					Department Total	1,914.00

County of Adams
Vendor Payment Report

<u>3165</u>	<u>Fleet / Public Works Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	COMMERCE CITY CITY OF	00004	950895	335348	04/19/19	770.00
	COMMERCE CITY CITY OF	00004	950896	335350	04/19/19	390.00
	COMMERCE CITY CITY OF	00004	950895	335348	04/23/19	770.00-
	COMMERCE CITY CITY OF	00004	950896	335350	04/23/19	390.00-
	COMMERCE CITY CITY OF	00004	950979	335506	04/23/19	390.00
	COMMERCE CITY CITY OF	00004	950982	335510	04/23/19	770.00
					Account Total	<u>1,160.00</u>
					Department Total	<u><u>1,160.00</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	950892	335337	04/19/19	1,591.17
	STATE OF COLORADO	00043	950893	335337	04/19/19	449.94
					Account Total	2,041.11
	Received not Vouchered Clrg					
	CITY SERVICEVALCON LLC	00043	951082	335632	04/24/19	20,308.19
	CITY SERVICEVALCON LLC	00043	951100	335742	04/25/19	29,165.24
	KIMLEY-HORN AND ASSOCIATES INC	00043	951105	335743	04/25/19	9,850.00
					Account Total	59,323.43
					Department Total	61,364.54

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	951046	335599	04/24/19	<u>1,430.24</u>
					Account Total	<u>1,430.24</u>
					Department Total	<u><u>1,430.24</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	951163	335842	04/26/19	11,600.30
	IC CHAMBERS LP	00001	951164	335842	04/26/19	6,643.56
	WESTAR REAL PROPERTY SERVICES	00001	951165	335842	04/26/19	13,598.25
					Account Total	31,842.11
	Consultant Services					
	GUIDANCE CORPORATE REALTY ADVI	00001	950803	335197	04/18/19	974.46
					Account Total	974.46
	Gas & Electricity					
	Energy Cap Bill ID=9448	00001	951030	335586	04/10/19	167.54
					Account Total	167.54
					Department Total	32,984.11

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9447	00001	951026	335586	04/09/19	947.48
	Energy Cap Bill ID=9449	00001	951027	335586	04/05/19	2,075.76
					Account Total	<u>3,023.24</u>
					Department Total	<u><u>3,023.24</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9440	00001	951016	335586	04/13/19	<u>430.47</u>
					Account Total	<u>430.47</u>
					Department Total	<u><u>430.47</u></u>

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	GROUND ENGINEERING CONSULTANTS	00001	951166	335842	04/26/19	150.00
	WHITESTONE CONSTRUCTION SERVIC	00001	951042	335599	04/24/19	.01
					Account Total	150.01
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9446	00001	951032	335586	04/05/19	759.76
					Account Total	759.76
					Department Total	909.77

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	THYSSENKRUPP ELEVATOR CORP	00001	950882	335328	04/19/19	233.56
					Account Total	233.56
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9444	00001	951029	335586	04/12/19	3,348.43
					Account Total	3,348.43
					Department Total	<u>3,581.99</u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9435	00001	951019	335586	04/01/19	1,678.34
					Account Total	1,678.34
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9436	00001	951020	335586	04/13/19	46.97
	Energy Cap Bill ID=9438	00001	951021	335586	04/13/19	46.97
	Energy Cap Bill ID=9439	00001	951022	335586	04/13/19	25.20
	Energy Cap Bill ID=9442	00001	951023	335586	04/13/19	513.42
					Account Total	632.56
					Department Total	2,310.90

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9445	00001	951024	335586	04/05/19	3,302.03
	REPUBLIC SERVICES #535	00001	950885	335328	04/19/19	156.43
					Account Total	<u>3,458.46</u>
					Department Total	<u><u>3,458.46</u></u>

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	COLO DEPT OF PUBLIC HEALTH & E	00001	950850	335303	04/19/19	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	GO UP ELEVATOR INSPECTION SERV	00001	950883	335328	04/19/19	400.00
					Account Total	400.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9420	00001	951025	335586	03/21/19	932.90
					Account Total	932.90
					Department Total	1,332.90

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9443	00001	951028	335586	04/13/19	<u>1,191.23</u>
					Account Total	<u>1,191.23</u>
					Department Total	<u><u>1,191.23</u></u>

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9441	00001	951018	335586	04/04/19	<u>705.29</u>
					Account Total	<u>705.29</u>
					Department Total	<u><u>705.29</u></u>

County of Adams
Vendor Payment Report

<u>3098</u>	<u>General Capital Improvements</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	WORKPLACE RESOURCE	00004	950806	335197	04/18/19	<u>262.00</u>
					Account Total	<u>262.00</u>
					Department Total	<u><u>262.00</u></u>

County of Adams
Vendor Payment Report

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	951056	335619	04/24/19	80.00
	ADVANCED LAUNDRY SYSTEMS	00001	950984	335511	04/23/19	389.89
	ADVANCED LAUNDRY SYSTEMS	00001	951057	335619	04/24/19	2,095.29
	ALLIED UNIVERSAL SECURITY SERV	00001	950827	335236	04/18/19	20,625.04
	ALLIED UNIVERSAL SECURITY SERV	00001	950828	335236	04/18/19	1,266.04
	BOTTOMLINE TECHNOLOGIES INC	00001	950932	335401	04/22/19	3,562.57
	CHEMATOX LABORATORY INC	00001	950833	335236	04/18/19	257.00
	CHEMATOX LABORATORY INC	00001	950833	335236	04/18/19	1,136.00
	CHEMATOX LABORATORY INC	00001	950987	335511	04/23/19	1,057.00
	CODE 4 SECURITY SERVICES LLC	00001	951101	335743	04/25/19	9,509.75
	CODE 4 SECURITY SERVICES LLC	00001	951102	335743	04/25/19	22,667.25
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	4,233.97
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	438.83
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	713.60
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	720.72
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	440.77
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	3,038.42
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	1,383.43
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	18,956.05
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	604.03
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	833.78
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	27,358.12
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	1,705.17
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	825.55
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	4,424.89
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	437.55
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	1,621.25
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	3,851.11
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	646.68
	COMMERCIAL CLEANING SYSTEMS	00001	951047	335599	04/24/19	6,872.16
	CONTRACT FURNISHINGS INC	00001	950989	335511	04/23/19	2,232.57
	DELL MARKETING L P	00001	950933	335401	04/22/19	2,240.00
	DENVER INDUSTRIAL PUMPS	00001	950971	335494	04/23/19	9,670.00
	DENVER INDUSTRIAL PUMPS	00001	950971	335494	04/23/19	295.00
	DENVER INDUSTRIAL PUMPS	00001	950971	335494	04/23/19	92.87

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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ENVIRONMENTAL SYSTEMS RESEARCH	00001	950934	335401	04/22/19	17,500.00
	FUSION TALENT GROUP INC	00001	950935	335401	04/22/19	10,000.00
	GALLS LLC	00001	951059	335619	04/24/19	108.92
	GALLS LLC	00001	951060	335619	04/24/19	5.14
	GALLS LLC	00001	951061	335619	04/24/19	160.63
	GALLS LLC	00001	951061	335619	04/24/19	4.92
	GALLS LLC	00001	951063	335619	04/24/19	216.98
	GALLS LLC	00001	951064	335619	04/24/19	116.86
	GALLS LLC	00001	951065	335619	04/24/19	565.55
	GALLS LLC	00001	951066	335619	04/24/19	314.02
	GALLS LLC	00001	951067	335619	04/24/19	197.89
	GALLS LLC	00001	951068	335619	04/24/19	11.99
	GALLS LLC	00001	951069	335619	04/24/19	108.92
	GALLS LLC	00001	951070	335619	04/24/19	46.99
	GALLS LLC	00001	951071	335619	04/24/19	55.68
	GALLS LLC	00001	951072	335619	04/24/19	15.00
	HIGH COUNTRY BEVERAGE	00001	950983	335507	04/23/19	186.10
	IZUMI NETWORK YUGEN KAISHA	00001	951076	335627	04/24/19	2,875.00
	LEXIS NEXIS MATTHEW BENDER	00001	950991	335511	04/23/19	2,126.99
	MOTOROLA INC	00001	950993	335511	04/23/19	21,311.96
	MOTOROLA INC	00001	950993	335511	04/23/19	4,933.08
	MOTOROLA INC	00001	950993	335511	04/23/19	9,866.17
	MOTOROLA INC	00001	950993	335511	04/23/19	4,933.08
	MOTOROLA INC	00001	950993	335511	04/23/19	14,756.91
	MOTOROLA INC	00001	951073	335619	04/24/19	42.34
	PIN BUSINESS NETWORK	00001	951044	335599	04/24/19	16,500.00
	ROOFTECH CONSULTANTS INC	00001	951041	335599	04/24/19	12,210.00
	SAFEWARE INC	00001	950834	335236	04/18/19	711.12
	SAFEWARE INC	00001	950834	335236	04/18/19	416.67
	SAFEWARE INC	00001	950835	335236	04/18/19	998.89
	SAFEWARE INC	00001	950835	335236	04/18/19	998.89
	SAFEWARE INC	00001	950836	335236	04/18/19	998.89
	SAFEWARE INC	00001	950836	335236	04/18/19	1,997.78
	SAFEWARE INC	00001	950837	335236	04/18/19	833.34
	SAFEWARE INC	00001	950837	335236	04/18/19	1,666.68
	SAFEWARE INC	00001	950838	335236	04/18/19	150.00

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Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SALT LAKE WHOLESALE SPORTS	00001	950995	335511	04/23/19	3,149.00
	SALT LAKE WHOLESALE SPORTS	00001	950997	335511	04/23/19	875.00
	SIEMENS INDUSTRY INC	00001	951040	335599	04/24/19	18,065.20
	SOUTHERN WINE & SPIRITS LLC	00001	950950	335401	04/22/19	232.60
	SUBURBAN TOPPERS INC	00001	950999	335511	04/23/19	2,695.00
	SUMMIT FOOD SERVICE LLC	00001	951000	335511	04/23/19	38,759.20
	SUMMIT FOOD SERVICE LLC	00001	951001	335511	04/23/19	16.26
	SUMMIT FOOD SERVICE LLC	00001	951002	335511	04/23/19	75.59
	SUMMIT FOOD SERVICE LLC	00001	951003	335511	04/23/19	4,689.49
	T&G PECOS LLC	00001	951004	335511	04/23/19	1,800.00
	TOSHIBA FINANCIAL SERVICES	00001	951007	335511	04/23/19	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	951007	335511	04/23/19	1,506.04
	TOSHIBA FINANCIAL SERVICES	00001	951007	335511	04/23/19	187.44
	TOSHIBA FINANCIAL SERVICES	00001	951007	335511	04/23/19	822.76
	TRUE POINT LLC	00001	950994	335507	04/23/19	2,640.00
	US CORRECTIONS LLC	00001	950829	335236	04/18/19	434.00
	US CORRECTIONS LLC	00001	950829	335236	04/18/19	455.00
	US CORRECTIONS LLC	00001	950830	335236	04/18/19	824.00
	US CORRECTIONS LLC	00001	950831	335236	04/18/19	1,167.00
	US CORRECTIONS LLC	00001	950832	335236	04/18/19	1,161.00
	WELLPATH LLC	00001	950807	335206	04/18/19	397,854.42
	WHITESTONE CONSTRUCTION SERVIC	00001	951042	335599	04/24/19	82,887.50
					Account Total	847,393.25
	Retainages Payable					
	WHITESTONE CONSTRUCTION SERVIC	00001	951042	335599	04/24/19	4,144.38-
					Account Total	4,144.38-
					Department Total	843,248.87

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	19,259.72
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	2,283.71
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	390.46
					Account Total	21,933.89
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	281.55
					Account Total	281.55
					Department Total	22,215.44

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	15,196.36
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	1,830.19
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	84.70
					Account Total	17,111.25
	Equipment Rental					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	187.67
					Account Total	187.67
	Golf Carts					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	524.00
					Account Total	524.00
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	62.21
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	554.32
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	5,566.83
					Account Total	6,183.36
	Repair & Maint Supplies					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	233.89
					Account Total	233.89
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	462.50
					Account Total	462.50
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	57.47
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	58.84
	PROFESSIONAL RECREATION MGMT I	00005	951035	335589	04/24/19	15.00-
					Account Total	101.31
					Department Total	24,803.98

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Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	MEADOW GOLD DAIRY	00031	950936	335401	04/22/19	124.20
	MEADOW GOLD DAIRY	00031	950937	335401	04/22/19	41.40
	MEADOW GOLD DAIRY	00031	950938	335401	04/22/19	82.80
	MEADOW GOLD DAIRY	00031	950939	335401	04/22/19	27.60
	MEADOW GOLD DAIRY	00031	950940	335401	04/22/19	41.40
	MEADOW GOLD DAIRY	00031	950941	335401	04/22/19	41.40
	MEADOW GOLD DAIRY	00031	950942	335401	04/22/19	69.00
	MEADOW GOLD DAIRY	00031	950943	335401	04/22/19	41.40
	MEADOW GOLD DAIRY	00031	950944	335401	04/22/19	55.20
	MEADOW GOLD DAIRY	00031	950945	335401	04/22/19	207.00
	SYSCO DENVER	00031	950949	335401	04/22/19	2,977.60
	SYSCO DENVER	00031	950949	335401	04/22/19	727.44
					Account Total	<u>4,436.44</u>
					Department Total	<u><u>4,436.44</u></u>

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	950884	335328	04/19/19	<u>239.53</u>
					Account Total	<u>239.53</u>
					Department Total	<u><u>239.53</u></u>

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00019	951054	335610	04/24/19	219.00
	EMPLOYERS COUNCIL SERVICES INC	00019	951055	335610	04/24/19	219.00
	EMPLOYERS COUNCIL SERVICES INC	00019	951058	335610	04/24/19	219.00
	EMPLOYERS COUNCIL SERVICES INC	00019	951062	335610	04/24/19	219.00
					Account Total	<u>876.00</u>
					Department Total	<u><u>876.00</u></u>

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	MILE HIGH FITNESS	00019	951133	335833	04/26/19	1,050.00
	MILE HIGH FITNESS	00019	951134	335833	04/26/19	1,960.00
					Account Total	<u>3,010.00</u>
					Department Total	<u><u>3,010.00</u></u>

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	MADISON CONSULTING GROUP	00019	950960	335464	04/17/19	<u>2,499.00</u>
					Account Total	<u>2,499.00</u>
					Department Total	<u><u>2,499.00</u></u>

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	951126	335762	04/25/19	<u>18,212.04</u>
					Account Total	<u>18,212.04</u>
					Department Total	<u><u>18,212.04</u></u>

County of Adams
Vendor Payment Report

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	MADISON CONSULTING GROUP	00019	950960	335464	04/17/19	<u>2,500.00</u>
					Account Total	<u>2,500.00</u>
					Department Total	<u><u>2,500.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURY LINK	00001	950879	335321	04/19/19	12.10
	TDS TELECOM	00001	950880	335321	04/19/19	844.95
	WINDSTREAM COMMUNICATIONS	00001	950881	335321	04/19/19	2,254.85
					Account Total	<u>3,111.90</u>
					Department Total	<u><u>3,111.90</u></u>

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	950848	335301	04/19/19	<u>78.09</u>
					Account Total	<u>78.09</u>
					Department Total	<u><u>78.09</u></u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	950805	335197	04/18/19	104.17
					Account Total	104.17
	Land					
	LAND TITLE GUARANTEE	00027	951098	335737	04/25/19	1,990,707.85
	LAND TITLE GUARANTEE COMPANY	00027	951097	335737	04/25/19	490,581.24
					Account Total	2,481,289.09
					Department Total	2,481,393.26

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ENERGES SERVICES LLC	00027	951131	335833	04/26/19	17,503.00
	ENERGES SERVICES LLC	00027	951043	335599	04/24/19	42,113.78
					Account Total	59,616.78
	Retainages Payable					
	ENERGES SERVICES LLC	00027	951131	335833	04/26/19	875.15-
	ENERGES SERVICES LLC	00027	951043	335599	04/24/19	2,105.69-
					Account Total	2,980.84-
					Department Total	56,635.94

County of Adams
Vendor Payment Report

<u>28</u>	<u>Open Space Sales Tax Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	IZONE	00028	951132	335833	04/26/19	<u>11,804.28</u>
					Account Total	<u>11,804.28</u>
					Department Total	<u><u>11,804.28</u></u>

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	BARR LAKE STATE PARK	00028	950926	335394	04/22/19	<u>3,325.00</u>
					Account Total	<u>3,325.00</u>
					Department Total	<u><u>3,325.00</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9450	00001	951031	335586	04/05/19	<u>948.46</u>
					Account Total	<u>948.46</u>
					Department Total	<u><u>948.46</u></u>

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tuition Reimbursement					
	POTTER PAMELA	00001	950845	335248	04/18/19	<u>1,078.81</u>
					Account Total	<u>1,078.81</u>
					Department Total	<u><u>1,078.81</u></u>

County of Adams
Vendor Payment Report

<u>1039</u>	<u>Poverty Reduction</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues COLO NAHRO	00001	950878	335320	04/19/19	<u>275.00</u>
					Account Total	<u>275.00</u>
					Department Total	<u><u>275.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	CARNEY LISA	00001	950554	334865	04/15/19	400.00
	COLUMBOS JEFF	00001	950555	334865	04/15/19	75.00
	ELMWOOD BAPTIST CHURCH	00001	950557	334865	04/15/19	400.00
	MARTINEZ ANDREW J	00001	950559	334865	04/15/19	400.00
	MOUNTAIN STATES DOG TRAININGCL	00001	950560	334865	04/15/19	500.00
	NATIONAL DEMOLITION ASSOCIATIO	00001	950561	334865	04/15/19	400.00
	ROCKY MOUNTAIN LUTHERAN HIGH S	00001	950563	334865	04/15/19	400.00
	ZOERB JEFF	00001	950568	334865	04/15/19	75.00
					Account Total	2,650.00
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	950562	334865	04/15/19	40.94
					Account Total	40.94
					Department Total	2,690.94

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	CULLIGAN	00001	950556	334865	04/15/19	<u>126.00</u>
					Account Total	<u>126.00</u>
					Department Total	<u><u>126.00</u></u>

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	950564	334865	04/15/19	57.77
	XCEL ENERGY	00001	950565	334865	04/15/19	217.56
	XCEL ENERGY	00001	950566	334865	04/15/19	28.49
	XCEL ENERGY	00001	950567	334865	04/15/19	10.84
					Account Total	<u>314.66</u>
					Department Total	<u><u>314.66</u></u>

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	951125	335762	04/25/19	<u>1,353.98</u>
					Account Total	<u>1,353.98</u>
					Department Total	<u><u>1,353.98</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	GROUND ENGINEERING CONSULTANTS	00013	950972	335494	04/23/19	63.00
	GROUND ENGINEERING CONSULTANTS	00013	950976	335494	04/23/19	1,220.00
	GROUND ENGINEERING CONSULTANTS	00013	950977	335494	04/23/19	1,296.00
	ROCKSOL CONSULTING GROUP INC	00013	950988	335507	04/23/19	42,679.38
	ULTEIG ENGINEERS INC	00013	950996	335507	04/23/19	9,188.73
	ULTEIG ENGINEERS INC	00013	950998	335507	04/23/19	9,893.45
					Account Total	64,340.56
					Department Total	64,340.56

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	951014	335585	04/24/19	<u>11,740.50</u>
					Account Total	<u>11,740.50</u>
					Department Total	<u><u>11,740.50</u></u>

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	<u>65.47</u>
					Account Total	<u>65.47</u>
	Membership Dues					
	SAMS CLUB	00001	950849	335299	04/19/19	<u>15.00</u>
					Account Total	<u>15.00</u>
					Department Total	<u><u>80.47</u></u>

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	HAMPDEN PRESS INC	00007	950978	335507	04/23/19	5,135.20
	HAMPDEN PRESS INC	00007	950980	335507	04/23/19	7,308.81
					Account Total	12,444.01
					Department Total	12,444.01

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	<u>10.12</u>
					Account Total	<u>10.12</u>
					Department Total	<u><u>10.12</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	210.74
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	35.23
					Account Total	245.97
	Membership Dues					
	SAMS CLUB	00001	950849	335299	04/19/19	90.00
					Account Total	90.00
	Operating Supplies					
	SAMS CLUB	00001	950849	335299	04/19/19	241.95
					Account Total	241.95
	Other Professional Serv					
	LEXIPOL LLC	00001	950846	335299	04/19/19	10,250.00
					Account Total	10,250.00
					Department Total	10,827.92

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	115.59
					Account Total	115.59
	Other Professional Serv					
	METRO TRANSPORTATION PLANNING	00001	950847	335299	04/19/19	3,805.30
					Account Total	3,805.30
					Department Total	<u>3,920.89</u>

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	222.95
					Account Total	222.95
	Membership Dues					
	SAMS CLUB	00001	950849	335299	04/19/19	15.00
					Account Total	15.00
	Other Communications					
	VERIZON WIRELESS	00001	951011	335518	04/23/19	1,420.93
					Account Total	1,420.93
	Other Professional Serv					
	TRANSLATION & INTERPRETING CEN	00001	950859	335299	04/19/19	11,106.72
	TRANSLATION & INTERPRETING CEN	00001	950862	335299	04/19/19	6,018.84
	TRANSLATION & INTERPRETING CEN	00001	950863	335299	04/19/19	10,120.00
					Account Total	27,245.56
					Department Total	28,904.44

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	SUMMIT FOOD SERVICE LLC	00001	950853	335299	04/19/19	120.00
	SUMMIT FOOD SERVICE LLC	00001	950854	335299	04/19/19	143.90
					Account Total	263.90
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	812.27
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	105.74
					Account Total	918.01
	Membership Dues					
	SAMS CLUB	00001	950849	335299	04/19/19	30.00
					Account Total	30.00
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	950851	335299	04/19/19	323.90
	SUMMIT FOOD SERVICE LLC	00001	950852	335299	04/19/19	1,810.76
	SUMMIT FOOD SERVICE LLC	00001	950857	335299	04/19/19	1,176.90
	SUMMIT FOOD SERVICE LLC	00001	951009	335518	04/23/19	269.92
	SUMMIT FOOD SERVICE LLC	00001	951010	335518	04/23/19	20.78
					Account Total	3,602.26
					Department Total	4,814.17

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	72.11
					Account Total	72.11
	Membership Dues					
	SAMS CLUB	00001	950849	335299	04/19/19	15.00
					Account Total	15.00
	Other Repair & Maint					
	ADAMS COUNTY COMMUNICATION CEN	00001	951008	335518	04/23/19	200.00
					Account Total	200.00
					Department Total	287.11

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	151.56
					Account Total	151.56
	Extraditions					
	WORLD CONNECTIONS TRAVEL	00001	951012	335518	04/23/19	2,051.50
					Account Total	2,051.50
					Department Total	2,203.06

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	950874	335299	04/19/19	<u>62.19</u>
					Account Total	<u>62.19</u>
					Department Total	<u><u>62.19</u></u>

County of Adams
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	950721	335182	04/18/19	33.00
	UNITED POWER (UNION REA)	00013	950722	335182	04/18/19	587.75
	UNITED POWER (UNION REA)	00013	950723	335182	04/18/19	157.49
	UNITED POWER (UNION REA)	00013	950724	335182	04/18/19	706.16
	UNITED POWER (UNION REA)	00013	950725	335182	04/18/19	391.28
	UNITED POWER (UNION REA)	00013	950726	335182	04/18/19	356.52
	UNITED POWER (UNION REA)	00013	950727	335182	04/18/19	33.00
	UNITED POWER (UNION REA)	00013	950728	335182	04/18/19	49.50
	UNITED POWER (UNION REA)	00013	950729	335182	04/18/19	79.48
	UNITED POWER (UNION REA)	00013	950730	335182	04/18/19	155.85
	UNITED POWER (UNION REA)	00013	950731	335182	04/18/19	155.85
	UNITED POWER (UNION REA)	00013	950732	335182	04/18/19	76.00
	UNITED POWER (UNION REA)	00013	950733	335182	04/18/19	186.98
	UNITED POWER (UNION REA)	00013	950734	335182	04/18/19	76.00
	UNITED POWER (UNION REA)	00013	950736	335182	04/18/19	118.00
	UNITED POWER (UNION REA)	00013	950737	335182	04/18/19	40.45
	UNITED POWER (UNION REA)	00013	950957	335461	04/23/19	112.00
	XCEL ENERGY	00013	950738	335182	04/18/19	36,234.64
	XCEL ENERGY	00013	950739	335182	04/18/19	4,713.16
	XCEL ENERGY	00013	950740	335182	04/18/19	42.97
	XCEL ENERGY	00013	950741	335182	04/18/19	100.84
	XCEL ENERGY	00013	950742	335182	04/18/19	77.57
	XCEL ENERGY	00013	950743	335182	04/18/19	102.46
	XCEL ENERGY	00013	950744	335182	04/18/19	104.60
	XCEL ENERGY	00013	950745	335182	04/18/19	208.60
	XCEL ENERGY	00013	950746	335182	04/18/19	89.73
					Account Total	44,989.88
					Department Total	44,989.88

County of Adams
Vendor Payment Report

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO DIVISION OF VETERANS AFFA	00001	950975	335496	04/23/19	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	951050	335601	04/24/19	<u>40.03</u>
					Account Total	<u>40.03</u>
					Department Total	<u><u>40.03</u></u>

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	951050	335601	04/24/19	<u>105.14</u>
					Account Total	<u>105.14</u>
					Department Total	<u><u>105.14</u></u>

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	950969	335494	04/23/19	<u>4,073.14</u>
					Account Total	<u>4,073.14</u>
					Department Total	<u><u>4,073.14</u></u>

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Airport Materials & Supplies					
	UNIVAR USA INC	00043	950968	335469	04/23/19	754.62
	UNIVAR USA INC	00043	950968	335469	04/23/19	40.00
					Account Total	<u>794.62</u>
					Department Total	<u><u>794.62</u></u>

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	951050	335601	04/24/19	<u>52.57</u>
					Account Total	<u>52.57</u>
					Department Total	<u><u>52.57</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	BUSTOS PRICILLA J	00035	951048	335601	04/24/19	80.00
	MARTINEZ SIERRA	00035	951049	335601	04/24/19	80.00
					Account Total	<u>160.00</u>
					Department Total	<u><u>160.00</u></u>

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	951050	335601	04/24/19	<u>315.42</u>
					Account Total	<u>315.42</u>
					Department Total	<u><u>315.42</u></u>

County of Adams
Vendor Payment Report

Grand Total 4,154,487.53



**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 30, 2019
9:30 AM**

1. ROLL CALL

Rollcall

Rollcall

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 Hodge, seconded by Commissioner Pinter, 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

- A.** Proclamation of May 2019 as Foster Care Month
- B.** National Weather Service Presentation of "StormReady" Certification

5. PUBLIC COMMENT

- A.** Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

A motion was made by Commissioner Pinter, seconded by Commissioner Hodge, 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.** List of Expenditures Under the Dates of April 8-12, 2019
- B.** List of Expenditures Under the Dates of April 15-19, 2019
- C.** Minutes of the Commissioners' Proceedings from April 23, 2019
- D.** Resolution Accepting a Permanent Access Easement from Stevenson Properties Commerce City, LLC, to Adams County for Access Purposes
(File approved by ELT)
- E.** Resolution Accepting a Permanent Drainage Easement from HM Rental 1, LLC, HM Capital Group to Adams County for Storm Water Drainage Purposes
(File approved by ELT)
- F.** Resolution Accepting a Permanent Sidewalk Easement from HM Rental 1, LLC, HM Capital Group to Adams County for Construction of a Public Sidewalk
(File approved by ELT)
- G.** Resolution Regarding Defense and Indemnification of Joseph Fischer as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- H.** Resolution Approving Optional Premises License in Unincorporated Adams County and Establishing Specific Standards for Issuance of Said Optional Premises License
(File approved by ELT)
- I.** Resolution Accepting Quitclaim Deed from Regional Transportation District to the County of Adams for Dedication of Road Drainage Facility
(File approved by ELT)

- J.** Resolution Approving a License Agreement from Adams County to Regional Transportation District, for Sanitary Sewer Pipeline Purposes
(File approved by ELT)
- K.** Resolution Accepting Quitclaim Deed from Regional Transportation District to the County of Adams for Dedication of Road Right-of-Way
(File approved by ELT)
- L.** Resolution Approving Encroachment Agreement between the Phillips Family Trust and Adams County for the Continued Use of East 26th Avenue Right-of-Way for an Existing Private Fence
(File approved by ELT)
- M.** Resolution Adopting Hearing Officer's Recommendations for Decision Regarding Property Tax Abatement Petitions
(File approved by ELT)
- N.** Resolution Authorizing Tasting at Retail Liquor Stores and at Liquor-Licensed Drugstores in Unincorporated Adams County Pursuant to C.R.S. § 44-3-301(10)
(File approved by ELT)
- O.** Resolution Awarding an Airport Operators' Liability Insurance Policy to ACE USA Insurance Company for Airport Operators' Liability Insurance
(File approved by ELT)
- P.** Resolution Awarding a Crime Insurance Policy to Hanover Insurance for Crime Insurance
(File approved by ELT)
- Q.** Resolution Awarding a Network Security and Privacy Liability Insurance Policy to ACE American Insurance Company for Network Security and Privacy Liability Insurance
(File approved by ELT)
- R.** Resolution Awarding an Excess Cyber Liability Insurance Policy to Beazley Insurance Company for Excess Cyber Liability Insurance
(File approved by ELT)
- S.** Resolution Awarding an Excess Workers' Compensation Insurance Policy to Midwest Employers Casualty Company for Excess Workers' Compensation
(File approved by ELT)
- T.** Resolution Awarding a Bond Policy to Travelers Casualty & Surety Company for Self Insurers Workers' Compensation Bond
(File approved by ELT)

- U. Resolution Awarding a Property-Equipment Breakdown Insurance Policy to Swiss Re Insurance Company for Property-Equipment Breakdown Insurance
(File approved by ELT)
- V. Resolution Awarding an Underground Storage Tank Insurance Policy to Liberty Surplus Lines Insurance Company for Underground Storage Tank Liability
(File approved by ELT)
- W. Resolution Awarding a Public Entity Liability Insurance Policy to Allied World Insurance Company for Public Entity Liability Insurance
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving Amendment Three to the Agreement between Adams County and Workplace Elements for Post-Occupancy Furniture at the Adams County Human Services Center
(File approved by ELT)

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

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

2. Resolution Approving Amendment Five to the Agreement between Adams County and Allied Universal Security Services for Countywide Security Services
(File approved by ELT)

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

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

B. COUNTY ATTORNEY

A motion was made by Commissioner Pinter, 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

Motion to Adjourn to 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 Perito Claim

8. LAND USE HEARINGS

A. Cases to be Heard

1. PLT2018-00008 Wolf Creek Run West Preliminary Plat
(File approved by ELT)
A motion was made by Commissioner Henry, seconded by Commissioner Tedesco, that this Land Use Hearing be approved. The motion carried by the following vote:
Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

2. PLT2018-00015 Denver Post Preliminary Plat
(File approved by ELT)
A motion was made by Commissioner Tedesco, seconded by Commissioner Henry, that this Land Use Hearing be denied. The motion carried by the following vote:
Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: Amendment to Agreement Regarding Right-Of-Way Acquisition For Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County (Agreement No. 97-09.01F)
FROM: Kristin Sullivan, Director of Public Works Brian Staley, PE, PTOE, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: February 26, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve Amendment to Agreement Regarding Right-Of-Way Acquisition For Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County (Agreement No. 97-09.01F)

BACKGROUND:

Adams County and the Urban Drainage and Flood Control District (UDFCD) executed an Intergovernmental Agreement (IGA) dated December 31, 1997, titled: "Agreement Regarding Right-Of-Way Acquisition for Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County, UDFCD Agreement No. 97-09.01". The Parties wish to amend said agreement, continue collaboration, dedicate resources and combine funds toward the goal of completing the Hoffman Drainageway improvements for the benefit of all Adams County citizens. The Project will design and construct Hoffman Drainageway by providing capacity improvements as needed to accommodate a 100-year design storm. Improvements will begin just south of the intersection of E 88th Avenue and Hoffman Way, and connect to the improved section of Hoffman Drainageway, being approximately 500 feet east of Steele Street, where capacity is available.

This amendment provides \$300,000 additional funding from UDFCD to complete the Hoffman Drainageway from E 88th Avenue and Hoffman Way to just east of Steele Street. It will also address impacts to E 86th Avenue from Welby Road to Steele Street caused by the implementation of the Hoffman Drainageway improvements.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works; Office of County Attorney, Urban Drainage and Flood Control District

ATTACHED DOCUMENTS:

- Amendment to Agreement Regarding Right-Of-Way Acquisition For Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County (Agreement No. 97-09.01F)
- Draft Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

We will not receive any revenue, as they will just add the funds into their own budget for this project.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING AMENDMENT TO THE AGREEMENT REGARDING
RIGHT-OF-WAY ACQUISITION FOR DRAINAGE AND FLOOD CONTROL
IMPROVEMENTS ON HOFFMAN DRAINAGEWAY, ADAMS COUNTY
(AGREEMENT NO. 97-09.01F)**

WHEREAS, Adams County (the "County") and Urban Drainage and Flood Control District (the "District"), (collectively, the "Parties"), have entered into an Agreement Regarding Right-of-Way Acquisition for Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County (Agreement No. 97-09.01), dated December 31, 1997, as amended; and,

WHEREAS, by means of the attached Amendment, the Parties wish to increase the level of funding by \$300,000 in order to provide the funds necessary to complete the right-of-way acquisition, design, and construction of the Hoffman Drainageway Improvements Project from just south of the E 88th Avenue and Hoffman Way intersection to approximately 500 feet east of Steele Street.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amendment to the Agreement Regarding Right-Of-Way Acquisition For Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County (Agreement No. 97-09.01F), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

AMENDMENT TO
AGREEMENT REGARDING RIGHT-OF-WAY ACQUISITION
FOR DRAINAGE AND FLOOD CONTROL IMPROVEMENTS ON
HOFFMAN DRAINAGEWAY, ADAMS COUNTY

Agreement No. 97-09.01F
Project No. 106266

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and ADAMS COUNTY (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Right-of-Way Acquisition for Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County" (Agreement No. 97-09.01) dated December 31, 1997, as amended; and

WHEREAS, PARTIES desire to increase the level of funding by \$300,000 in order to proceed with construction; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 14, Series of 2019); and

WHEREAS, the County Commissioners of COUNTY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. Paragraph 5. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:
 5. PROJECT COSTS AND ALLOCATION OF COSTS
 - A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Delineation, description and acquisition of required rights-of-way/ easements;
 3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.
 - B. It is understood that PROJECT costs as defined above are not to exceed \$7,456,435 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1. Final Design	\$ 450,000	\$ 450,000
2. Right-of-way	50,000	50,000
3. Construction	6,915,335	6,615,335
4. Contingency	41,100	41,100
Grand Total	\$7,456,435	\$7,156,435

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	8.7%	\$ 350,000	\$300,000-	\$ 650,000
COUNTY	91.3%	\$6,806,435	\$ -0-	\$6,806,435
TOTAL	100.0%	\$7,156,435	\$300,000	\$7,456,435

2. Paragraph 6. MANAGEMENT OF FINANCES is deleted and replaced as follows:

6. MANAGEMENT OF FINANCES

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

Payment of each party's full share (COUNTY - \$6,806,435; DISTRICT - \$650,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at COUNTY

request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 97-09.01 shall remain in full force and effect.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By _____

Name Ken A. MacKenzie

Title Executive Director

Date _____

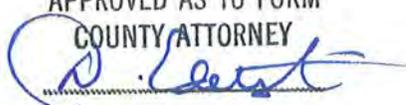
Checked By

ADAMS COUNTY

By _____

Name _____

Title _____

APPROVED AS TO FORM
COUNTY ATTORNEY




PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: Road & Bridge Fund Balance Policy
FROM: Nancy Duncan, Budget Director
AGENCY/DEPARTMENT: Budget & Performance Measurement Department
HEARD AT STUDY SESSION ON April 30, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Resolution to Amend the Road & Bridge Fund Balance Policy

BACKGROUND:

The Road & Bridge Fund Balance Policy has not been updated in several years. To continue to follow GFOA Best Practices regarding Fund Balance Policy, the Budget & Performance Measurement Department and Public Works Department have recommended a Road & Bridge Fund Balance Policy to follow best practices.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget & Performance Measurement Department and Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<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 AMENDING THE ROAD & BRIDGE FUND BALANCE POLICY AND
RESERVES INCLUDING THE ADOPTION OF A STRATEGIC FUND BALANCE
RESERVE AS PART OF THE COUNTY'S COMMITTED FUND BALANCE

Resolution 2019-

WHEREAS, Adams County desires to incorporate best practices into its financial policies and has reviewed the Government Finance Officers Associations' best practices in determining the level of unrestricted fund balance in the general fund; and,

WHEREAS, the County has already defined non-spendable, restricted, committed, assigned, and unassigned fund balance categories in the implementation of Governmental Accounting Standards Board ("GASB") Statement 54 by previous resolution dated December 14, 2011; and,

WHEREAS, the County desires to maintain an adequate fund balance to address the non-spendable, restricted, and committed fund balance categories, maintain cash reserves to mitigate current and future risk, and to have monies available for emergencies, revenue shortfalls, and other unanticipated needs; and,

WHEREAS, the County wishes to amend the Road & Bridge Fund Balance Policy updating the committed fund balance to include TIF designated projects, local match commitments, and a strategic reserve to equal \$15,000,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Fund Balance Policy and Reserves be amended, effective immediately.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: Resolution accepting a deed conveying property to Adams County for the dedication of right-of-way for East 160 th Avenue and Watkins Road.
FROM: Bryan Ostler, Interim Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a Quitclaim Deed from Timothy L. Wagner and Amy Wagner to Adams County for the dedication of right-of-way for East 160 th Avenue and Watkins Road.

BACKGROUND:

Timothy and Amy Wagner have executed a Quitclaim Deed to dedicate road right-of-way to Adams County. The property is located at the intersection of Watkins and East 160th Avenue. The right-of-way is being dedicated to establish a public road along their property for legal access.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Quitclaim Deed
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<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 QUITCLAIM DEED CONVEYING PROPERTY FROM
TIMOTHY WAGNER AND AMY WAGNER TO ADAMS COUNTY FOR THE
DEDICATION OF ROAD RIGHT-OF-WAY FOR EAST 160TH AVENUE AND
WATKINS ROAD**

WHEREAS, Timothy and Amy Wagner, have executed a Quitclaim Deed to dedicate a parcel of land for right-of-way purposes for East 160th Avenue and Watkins Road that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, this right-of-way dedication is in conjunction with a building permit on the property; and,

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Quitclaim Deed from Timothy and Amy Wagner, for property located in the Southwest Quarter of Section 6, Township 1 South, Range 64 West of the 6th Principal Meridian as described in the attached Quitclaim Deed; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of April, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Quitclaim Deed from Timothy and Amy Wagner, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

QUITCLAIM DEED

THIS DEED, dated this 11 day of March 2019, between **TIMOTHY L. WAGNER and AMY WAGNER**, whose legal address is 15050 Watkins Road, Brighton Colorado 80603, grantor, and **THE COUNTY OF ADAMS, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601, Brighton, Colorado 80601:

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

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

Dedicated for Watkins Road and East 160th Avenue
Assessor's schedule or parcel number: part of 0156506200001

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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

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

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

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

By: Timothy L. Wagner
Timothy L. Wagner, Owner

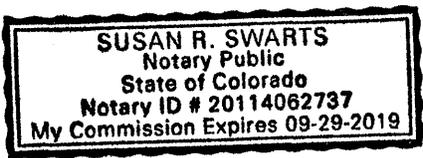
By: Amy Wagner
Amy Wagner, Owner

STATE OF COLORADO)
)§
County of Adams)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Timothy L. Wagner as owner.
Amy Wagner

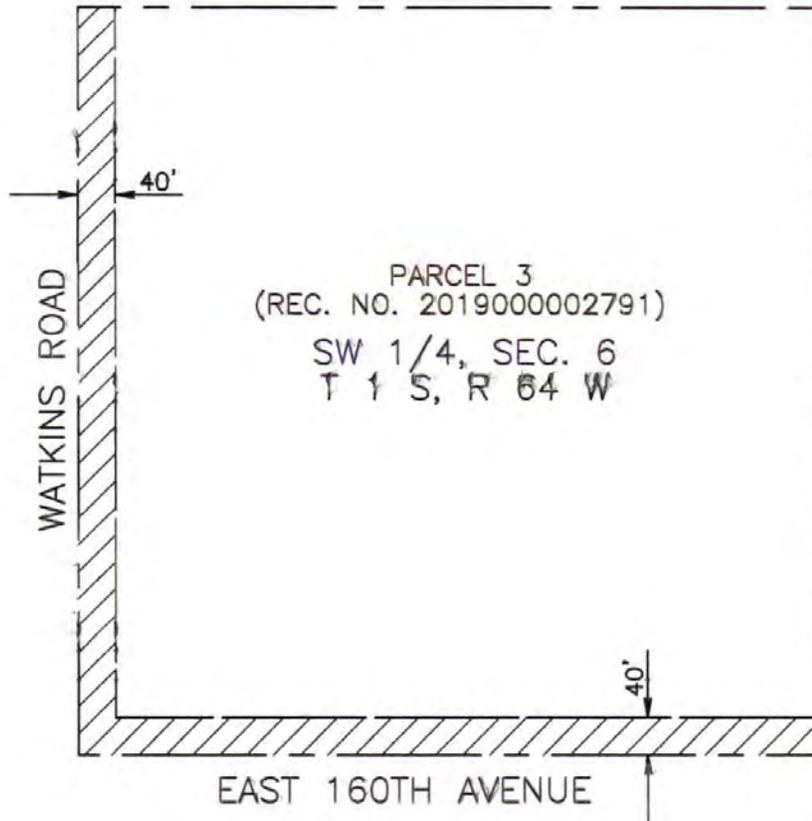
My commission expires: 9/29/2019

Witness my hand and official seal.
Susan R. Swarts



Notary Public

'EXHIBIT A'



A PORTION OF THAT PROPERTY DESCRIBED IN DEED RECORDED JANUARY 11, 2019 AS RECEPTION NO. 2019000002791 LOCATED IN SECTION 6, TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

THE WEST 40 FEET AND THE SOUTH 40 FEET OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

DRAWN BY: CDH
FIELD: CDH
MARCH 11, 2019
PAGE 1 OF 1



**PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM
TIMOTHY WAGNER AND AMY WAGNER TO ADAMS COUNTY FOR RIGHT-OF-
WAY PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton Colorado on Thursday the 11th day of April, 2019, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Quitclaim Deed from Timothy Wagner and Amy Wagner for the dedication of road right-of-way for Watkins Road and East 160th Avenue being on the following described property:

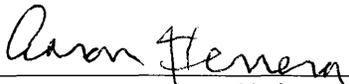
See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this property is located in the Southwest Quarter of Section 6, Township 1 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Quitclaim Deed be accepted by the Board of County Commissioners for road right-of-way as designated above.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Aaron Herrera, Chair of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.


_____, Chair
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: FIVE YEAR MASTER CONTRACT FOR COMMUNITY CORRECTIONS SERVICES
FROM: Beth Torgersen, Community Corrections Administrator
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the five year master contract with the Division of Criminal Justice for the provision of community corrections services.

BACKGROUND:

The Department of Public Safety, Division of Criminal Justice (DCJ) provides funding to local governments for residential and non-residential supervision of community corrections clients. The existing 5 year contract will expire on June 30, 2019.

Substantive changes to the new master contract include:

1. Added provision requiring quarterly reports specifying progress in each specified performance measure and standard outlined in contract.
2. Added provision requiring the contractor to maintain Protection Information, Professional Liability and Crime Insurance.
3. A different order to the layout for Exhibit A, Statement of Work (SOW)
4. Deleted the Colorado Community Corrections Risk Analysis from the SOW and how payment for services would be/would not be distributed to Level 1 facilities.
5. Deleted the requirement for subcontractors to provide an annual description of services to the contractor.
6. Deleted the requirement for reports to be provided to the state as this requirement has been set as part of HB18-1251.
7. Added the provision to advance funds, subject to amendment by any subsequent reallocation option letter.
8. Changes to language of the Type Boards for allocation of funds.
9. Added provision where state may on an emergent basis designate any program ineligible to receive funds for the operation of the program constitutes an imminent and significant threat to public safety; or the program or provider has demonstrated neglect, reckless disregard or inability to sustain compliance with the Colorado Community Corrections Standards.
10. Added provision that ineligibility to receive funds would be made with the written concurrence of the Executive Director of the Department of Corrections, the Executive Director of the Department of Public Safety and the State Court Administrator, or their designees.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Community Corrections Board (ACCCB)
Division of Criminal Justice (DCJ)
17th Judicial Courts/Probation
Colorado Department of Corrections (DOC)
Community Corrections Programs, i.e. Time to Change Inc (TTC)

ATTACHED DOCUMENTS:

Draft Resolution
Master contract approved as to form
Exhibits to the contract

FISCAL IMPACT:

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

Fund:
Cost Center:

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<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 A FIVE-YEAR MASTER CONTRACT FOR
COMMUNITY CORRECTIONS PROGRAM SERVICES WITH THE DIVISION OF
CRIMINAL JUSTICE

WHEREAS, the Division of Criminal Justice (DCJ) desires to contract with Adams County for the provision of community corrections program services to the 17th Judicial District; and,

WHEREAS, pursuant to §§ 17-27-101, et seq., C.R.S., as amended, the Board of County Commissioners is authorized to contract with DCJ for the provision of community corrections program services for the 17th Judicial District; and,

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Adams County that it continue to contract with DCJ for the provision of community corrections program services in Adams County; and,

WHEREAS, the Board of County Commissioners has determined that it is in the interests of governmental efficiency to enter into a five-year community corrections program contract with DCJ, for the period of July 1, 2019 through June 30, 2024, with the understanding that financing for community corrections programs will continue to be allocated on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the five-year master Contract with the Division of Criminal Justice, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Colorado Department of Public Safety Division of Criminal Justice, Community Corrections	Contract Number		
Contractor Adams County Board of County Commissioners	Contract Performance Beginning Date The later of the Effective Date or July 1, 2019		
Funds are not allocated 5 years at a time. The Option Allocation Letter (Exhibit B) will be used to allocate funds each year once the Long Bill has been signed by the governor.	Initial Contract Expiration Date June 30, 2024		
	Contract Authority Authority to enter into this Contract exists in Title 17, Article 27, Section 103 and Title 18, Article 1.3, Section 301 C.R.S. as amended and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.		
Contract Purpose Contract exists so that local corrections boards can subcontract with local facilities for the purpose of rendering residential, non-residential, and specialized services to offenders.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Sample Option Allocation Letter 3. Exhibit C – Sample Option Reallocation Letter 4. Exhibit D - Board Resolution 5. Exhibit E – Community Corrections Standards 6. Exhibit F – Sample Community Corrections Information and Billing Invoice 7. Exhibit G – Sample Board Administrative Report 8. Exhibit H – HIPAA Business Associate Agreement 9. Exhibit I – Basic Operational Requirements of Community Corrections Providers <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. HIPPA 2. Colorado Special Provisions in §18 of the main body of this Contract. 3. The provisions of the other sections of the main body of this Contract. 4. Exhibit A, Statement of Work. 5. Exhibit B, Sample Option Allocation Letter 			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> For the State: Joe Thome, Director Division of Criminal Justice 700 Kipling Street Suite 1000 Denver, Colorado 80215 Joe.thome@state.co.us </td> <td style="width: 50%; border: none;"> For Contractor: Beth Torgerson Adams County Community Corrections Board 4430 S Adams County Parkway, 1st Floor, #C1900 Brighton, CO 80601 btorgersen@adcogov.org </td> </tr> </table>		For the State: Joe Thome, Director Division of Criminal Justice 700 Kipling Street Suite 1000 Denver, Colorado 80215 Joe.thome@state.co.us	For Contractor: Beth Torgerson Adams County Community Corrections Board 4430 S Adams County Parkway, 1 st Floor, #C1900 Brighton, CO 80601 btorgersen@adcogov.org
For the State: Joe Thome, Director Division of Criminal Justice 700 Kipling Street Suite 1000 Denver, Colorado 80215 Joe.thome@state.co.us	For Contractor: Beth Torgerson Adams County Community Corrections Board 4430 S Adams County Parkway, 1 st Floor, #C1900 Brighton, CO 80601 btorgersen@adcogov.org		

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p>CONTRACTOR Adams County Board of County Commissioners</p> <p>_____</p> <p>By: Steven J. O'Doriso, Chair</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Safety Stan Hilkey, Executive Director</p> <p>_____</p> <p>By: Joe Thome, Director, Division of Criminal Justice</p> <p>Date: _____</p>
<p>2nd State or Contractor Signature if Needed</p> <p>_____</p> <p>By: _____</p> <p>Date: _____</p>	<p>LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: _____</p> <p>Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Effective Date: _____</p>	

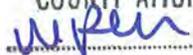
APPROVED AS TO FORM
COUNTY ATTORNEY


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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall

remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

D. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.

- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.C
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §Error! Reference source not found.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. **“Initial Term”** means the time period defined in §2.B
- O. **“Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or

trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

- Q. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- S. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **"Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- X. **"Work"** means the Goods delivered and Services performed pursuant to this Contract.
- Y. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work.

“Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor’s receipt of the payment or notification of the Payment Forfeiture

determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the

State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.D**.

C. Payment Forfeiture

Payment for Work shall be paid from the same Fiscal Year Appropriation in which the Work was performed. Contractor shall submit all invoices for the current Fiscal Year on or before July 5, of the following Fiscal Year. Failure by Contractor to submit invoices by July 5 may result in a forfeiture of payment. In no event shall the State pay late invoices from a reverted appropriation.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§14**.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

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

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.

(i) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (ii) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements.

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

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

C. Automobile Liability

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

D. Protected Information

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

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

E. Professional Liability Insurance

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

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

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

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

G. Additional Insured

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

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within 7 days of Contractor's receipt of such notice.

J. Subrogation Waiver

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

K. Public Entities

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

L. Certificates

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

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the

performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

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

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of

their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express

or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate

termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5),

C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

Exhibit A
STATEMENT OF WORK

I. Responsibilities of the Contractor:

A. Approval. The Contractor shall ensure that the community corrections services are provided through programs approved by the local community corrections board in their jurisdiction and operating pursuant to Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended.

B. Board Types and Responsibilities. The following functions are required to be eligible for administrative funds as described in section II.A.4:

- 1) Type 1 boards shall be eligible for up to three percent (3%) of administrative funds upon demonstration of the following services and functions:
 - (a) Screen offender referrals for placement in a residential community corrections facility.
 - (b) Administer contracts with approved service providers
 - (c) Administer payments to subcontractors
 - (d) Provide formal education and training to board members

- 2) Type 2 boards shall be eligible for up to four percent (4%) of administrative funds upon demonstration of the following services and functions:
 - (a) All Type 1 board services and functions, AND
 - (b) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - (i) Respond to and investigate complaints, critical incidents, or citizen inquiries
 - (ii) Enforcing provider corrective action plans to achieve compliance with Standards
 - (c) Educate and train communities and local officials or criminal justice agencies about community corrections structure and programming
 - (d) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions

- 3) Type 3 boards shall be eligible for up to five percent (5%), contingent upon available appropriations of administrative funds, upon demonstration of the following services and functions:
 - (a) All Type 1 board services and functions, AND
 - (b) All Type 2 board services and functions, AND
 - (c) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - (i) Oversee compliance with federal, state and local standards
 - (ii) Provide written reports of program compliance with the Colorado Community Corrections Standards using a state-approved audit process
 - (d) Collaborate with the state agencies to improve and advance community corrections programming

(e) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions

- C. Reports. The Contractor, and its subcontractors, shall provide timely, prompt, and accurate reports as are or may be required by the State, Colorado Department of Corrections or State Judicial Branch during the period of the Contract, which include but are not limited to statistical reports, caseload data, required entries into the Community Corrections Information and Billing computer system, Survey Questionnaires and other records documenting the types of services provided and the identity of the individual offenders receiving such services. Computerized termination forms and related offender data must be completed by program staff, as prescribed by the State, for each offender served, and shall be completed in accordance with the requirements of the State.
- D. Method of Billing. The Contractor shall bill the State for services provided in such form and in such manner as the State may require.
- 1) The *billing period* shall be the first day of each month to the last day of each month.
 - 2) The contractor shall submit bills to the State no later than the 15th day of the month following the end of the *billing period* or as required in Section I - J(4).
 - 3) Billing shall be submitted through the Community Corrections Information and Billing system and/or, at the sole discretion of the State, on a Community Corrections Billing form provided to the Contractor by the State for that purpose. The State reserves the right to modify billing procedures.
 - 4) The Contractor shall send the Colorado Community Corrections Month-End Expenditure Form, sample form attached hereto and incorporated by reference as Exhibit "D", within thirty (30) days of the end of each month.
 - 5) The Contractor shall report the total billable program costs to the State within five (5) days after the end of the fiscal year. The State may require the Contractor to provide an estimate of final year-end expenditures any time within sixty (60) days prior to the end of the fiscal year.
 - 6) The Contractor agrees to attempt to use funds on an approximately equal quarterly basis, unless authorized by the State. If actual quarterly expenditures are less than the quarterly advance by more than twenty percent (20%), subsequent quarterly payments may be reduced accordingly.
- E. Subcontract.

- 1) The Contractor may subcontract for community corrections services with any private agency or unit of local government for the purpose of rendering services to offenders, provided, however, that any subcontractors shall comply with the terms and provisions of this contract and all applicable sections of Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended. The Contractor shall include all requirements of this Contract in all subcontracts with programs.
- 2) Copies of all subcontracts shall be provided to the State within ninety (90) days following the beginning of the fiscal year or within ninety (90) days following the addition or replacement of a new subcontractor. No payment shall be authorized unless the appropriate subcontract has been executed and the services specified in the approved subcontract have actually been provided.
- 3) All subcontractor responsibilities shall be the responsibility of the Contractor if the State is contracting directly with a community corrections program that provides services and supervision for offenders.
- 4) Standards. The Contractor shall ensure that its subcontractors meet, maintain and comply with all applicable guidelines or standards as provided in Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended, and the "Colorado Community Corrections Standards", as revised or amended, attached, marked as Exhibit "E" and incorporated herein by reference. Non-compliance with Standards may result in:
 - (a) Reduction of services via an executed Option Letter.
 - (b) Implementation of a corrective action plan. The State may require Contractor to require the subcontractor to develop a Corrective Action Plan using the services of a professional consultant with subject matter expertise in Colorado community corrections. The consultant must be approved by the State. The consultant services shall be at the expense of the subcontractor;
 - (c) Implementation of an increased staffing pattern that ensures adequate offender supervision and provision of Services;
 - (d) Cessation of offender placements in the program;
 - (e) Execution of a competitive bid process, coordinated with the local community corrections board, to consider alternate program providers;
 - (f) Termination of this Contract for breach;
- 5) Conformance with Law: The Contractor and its subcontractor(s) shall at all times during the term of this contract adhere to all applicable federal laws, state laws, local laws, health,

safety, fire, building, and zoning requirements as they currently exist and may hereafter be amended. Without limitation, these laws and regulations include:

- (a) *Victim Rights Act.* The Contractor shall ensure that its subcontractors comply with Section 24-4.1-302.5, Section 24-4.1-303 and Section 24-4.1-304 C.R.S., as amended, commonly known as the Victim Rights Act and enabling legislation.
 - (b) *Americans with Disabilities Act.* The Contractor shall ensure that its subcontractors comply with all applicable titles of the Americans with Disabilities Act (Public Law 101.336) and submit documentation as required by the State to demonstrate compliance with this Act. The contractor shall assure that subcontractors demonstrate compliance by ensuring that reentry services are both architecturally and programmatically accessible
 - (c) *Prison Rape Elimination Act.* The contractor shall ensure that its subcontractors comply with community confinement standards of the Prison Rape Elimination Act (United States Department of Justice - DOJ 28 CFR Part 115).
- 6) Client Files. The Contractor shall ensure that it and its subcontractors maintain individual files for each offender participating in their program as required by DOC/SJB. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to federal and state regulations.
 - 7) Fugitive Reporting System. Pursuant to Section 17-27-104(11), C.R.S., the Contractor shall ensure that any probable escape of any offender funded pursuant to this Contract is reported by program staff providing services through this Contract in the manner prescribed by the State.
 - 8) Supervision of Offenders. The Contractor shall ensure that its subcontractors provide 24-hours-a-day, seven-days-a-week staff supervision of the offenders assigned to the residential facility as specified in the "Colorado Community Corrections Standards".
 - 9) Reimbursement by Client.
 - (a) *Subsistence* - The Contractor shall ensure that its subcontractors know that they may charge each offender participating in a community corrections program the reasonable costs of the services not covered by State payments, pursuant to the annual legislative appropriation. The charges may be, but are not required to be, collected on an ability-to-pay basis. Each offender shall be issued receipts for fees collected. Offenders shall not be charged subsistence while in jail or in the hospital.
 - (b) *Additional Program Fees* - Any fees assessed to offenders in excess of the amounts listed in the legislative appropriation for subsistence must be approved in advance by the State and the local community corrections board. This excludes voluntary and incidental

expenditures by offenders that do not constitute fees that are universally assessed to all offenders.

- 10) Absence Due to Arrest. The Contractor shall ensure that its subcontractors notify DOC/SJB immediately if they know an offender has been arrested and/or is in the custody of federal, state or local authorities. The State shall compensate the Contractor at full rate for the day the offender is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a bed during the offender's absence.
- 11) Unauthorized Absence. The Contractor shall ensure that when an offender is discovered to be absent from an approved location or activity without authorization, the subcontractor shall keep the offender's bed available for a period not to exceed one (1) day during the offender's unauthorized absence if DOC/SJB notifies the subcontractor that it does desire to have the bed kept available. The State shall compensate the Contractor at full rate only on the day the offender escapes.
- 12) Access to Medical Services. Policy and procedures of the subcontractor shall specifically prohibit any restriction or constraint of offenders' movements or efforts to attend to their legitimate medical or dental needs. If a medical emergency occurs, the Contractor shall ensure that its subcontractors immediately notify the referring agency. The State shall compensate the Contractor at the full rate of the day an offender is placed in a hospital, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for holding a bed available during the hospitalization of an offender, unless the referral agency notifies the subcontractor otherwise.
- 13) Emergency Disaster Management Plan (EDMP). The Contractor shall develop and maintain, with its subcontractor(s), an Emergency Disaster Management Plan that provides a contingency response in the event of a disaster or other emergency for all residential and non-residential offenders under the supervision of the subcontractor(s). The EDMP plan shall include a specific plan for registered sex offenders that is consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing, and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster.
- 14) Notification of Ownership Changes (Governmental Entities Exempt).
 - (a) The Contractor shall ensure that its subcontractors notify the State in writing within thirty (30) days after becoming aware that a change in its ownership has occurred, or is certain to occur. The Contractor shall also ensure that its subcontractors notify the State in writing within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred, or are certain to occur, as a result of a change in ownership.
 - (b) The Contractor shall ensure that its subcontractors:

- (i) Provide the Contractor with a transition/continuity plan regarding supervision of clients, transfer of client records and staffing plan;
 - (ii) Maintain current, accurate and complete inventory records of assets and their costs;
 - (iii) Provide the State or designated representative ready access to the records upon request;
 - (iv) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the subcontractor's ownership changes; and
 - (v) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each subcontractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of the State.

15) Additional Services. The Contractor shall ensure that its subcontractors obtain prior written approval from the State before providing any billable services or evaluations that would exceed the Contract Maximum Amount listed on the Cover Page of this Contract. If services are performed by the Contractor that exceeds the Contract Maximum Amount on the Cover Page or any subsequently issued Option Letter, the State shall not be liable for reimbursement. Should additional funding become available, the State may, at its discretion, choose to authorize more services by Option Reallocation Letter.

II. Responsibilities of the State:

A. Payment for Services.

- 1) The State agrees to advance funds on a quarterly basis to the Contractor in accordance with the schedule in Exhibit "B" subject to compliance with the provision of the contract.
- 2) During the term of the Contract, upon receipt of proper billings from the Contractor as provided in section 18 paragraph J. herein, payment shall be offset against advances up to a maximum total payment as specified in Exhibit "B".
- 3) Reimbursement will not be allowed for the first day of an offender's participation in a program, but shall be allowed for the last day of an offender's participation. The day an offender transfers from Residential to Non-Residential status, reimbursement will be made at the residential daily rate, but shall not be made for non-residential expenses. The day an offender transfers from Non-Residential to Residential status, reimbursement will be made for Non-Residential expenses, but shall not be made for the residential daily rate.

- (a) Contractors shall keep financial records documenting the receipt and expenditure of all administrative funds and maintain these records for a period of three (3) years following the contract period.
 - (b) Semi-annual reports summarizing each quarter's administrative expenditures within each option category shall be provided to the State no later than January 31 and July 30 of each year. The contractor shall submit additional expenditure reports if requested by the State. The Contractor shall use the Colorado Community Corrections Quarterly Administrative Expenditures Summary form, attached hereto and incorporated by reference as Exhibit "G".
 - (c) The Contractor or employees of the Contractor who have responsibility for receipt and/or disbursement of money under this contract shall be bonded or insured to the value of the total allocation in Exhibit "B". Documentation of such bonding or insurance shall be forwarded to the State prior to the disbursement of contract funds.
- 4) The Contractor shall use no more than three percent (3%) of their total residential diversion allocation for condition of probation clients. This may be waived or modified, all or in part, by the State upon request by the Contractor.
 - 5) The Contractor may request funds to supplement the allocations of this contract, under circumstances defined by the Office of State Planning and Budgeting. All requests for supplemental funds are subject to review by the executive and legislative branches of the State and are subject to the provisions of the Reallocation Letter.
 - 6) Reimbursement may be allowed for any additional programmatic funding approved by the Legislature.
- B. Payment for Travel. The State shall reimburse the Contractor for travel at the rate allowed by State Fiscal Rules, when such travel is requested by DOC or approved by the State for the purpose of transporting offenders. The Contractor agrees that all travel to DOC correctional facilities shall be coordinated by DOC prior to the Contractor being reimbursed. The Contractor shall provide the State with monthly travel reports setting forth the date of travel, mileage, destination and offenders transported. Reimbursement for mileage shall be made from the residential transition allocation listed in Exhibit "B." Payment shall be made by the trip, not for each individual offender.
- C. Payment for Leave of Absence. The State shall pay for the following leaves of absence at the full per diem rate, when authorized and approved by DOC or SJB:
- 1) "Pass or furlough" based on a privilege to leave the facility to an approved location for up to forty-eight (48) hours.

- 2) "Off-grounds leave" for the purpose of which is to conduct a hearing or assessment regarding the continuation of the offender in community corrections, for a maximum allowable period of three (3) days.
 - 3) "Emergency leave" caused by and limited to a serious life-threatening incident in the offender's immediate family, subject to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular per diem rate.
- D. Noncompliance. The State agrees to allow the Contractor thirty (30) days within which they may correct or justify identified issues, following a notice of non-compliance, unless there is an immediate risk to public safety pursuant to section 11 of the contract. If the identified issues are unresolved within the thirty (30) day period, action may be taken under any applicable provisions of this Contract.
- 1) Notwithstanding any other provision of this contract, the State may on an emergent basis and after appropriate inquiry designate any program or provider receiving funds pursuant to this contract as ineligible to continue to receive such funds when it is demonstrated either:
 - (a) that the current operation of the program or provider constitutes an imminent and significant threat to public safety; OR
 - (b) that the program or provider has demonstrated neglect, reckless disregard, or inability to sustain compliance with the Colorado Community Corrections Standards.
 - 2) Designation of ineligibility to continue to receive funds pursuant to section 9) above shall be made with the written concurrence of the Executive Director of the Department of Corrections, the Executive Director of the Department of Public Safety and the State Court Administrator, or their designees.
 - 3) The designation of ineligibility to receive funds shall continue until the State finds that the imminent and significant threat to public safety has been abated and is not likely to recur.
 - 4) The designation of ineligibility to receive funds shall not prohibit payment for services already rendered.

OPTION ALLOCATION LETTER

EXHIBIT B

CT #

Date:	Original Contract CMS #:	Allocation Letter #	CMS Routing #
-------	--------------------------	---------------------	---------------

TO:

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and _____ July 1, 20__ and ending on June 30, 20__, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 20__ through June 30, 20__, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$ _____ to be allocated as follows :

\$ _____ for Residential services for community corrections offenders, payable at a daily community rate of \$43.11 per offender; and,

\$ _____ for Residential Condition of Probation IRT services for community corrections offenders, payable at a daily community corrections rate of \$43.11 per offender; and,

\$ _____ for Non-Residential Diversion services for offenders not to exceed an average of \$6.28 per day per offender; and,

\$ _____ for Treatment Support

\$ _____ for Facility Payments to be disbursed as outlined in Statewide Facility Payment Policy for FY19 and,

\$ _____ for Community Corrections Board Administration by the Contractor,

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 20__.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2018, whichever is later.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Colorado Department of Public Safety
Stan Hilkey Executive Director

By: Joe Thome, Director

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Public Safety

Date: _____

**REALLOCATION OPTION FUNDING LETTER
EXHIBIT C**

Date:	Original Contract CMS #:	Grant Funding Change Letter # 1	CMS Routing #
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TO:

In accordance with Section 7 of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and _____ beginning _____, 2019 and ending on June 30, 20____, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section 7.A are increased/decreased by \$ _____ to a new total funds available of \$ _____ for the following reason: Negative Supplemental Request. Section 7.A is hereby modified accordingly.

This Grant Funding Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or January 25, 2015, whichever is later.

STATE OF COLORADO JARED S. POLIS, GOVERNOR Stan Hilkey, Executive Director Colorado Department of Public Safety
By: Joe Thome, Director Division of Criminal Justice Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER Robert Jaros, CPA, MBA, JD
By: _____ Department of Public Safety
Date: _____

EXHIBIT D

MAY 05 2014

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADORESOLUTION APPROVING CONTINUING THE ADAMS COUNTY COMMUNITY
CORRECTIONS BOARD REPRESENTING THE 17TH JUDICIAL DISTRICT

Resolution 2014-182

WHEREAS, the Adams County Board of County Commissioners initially established the Adams County Community Corrections Board by resolution on October 4, 1982; and

WHEREAS, the statutory framework supporting the establishment and operations of community corrections boards has since been amended; and

WHEREAS, Section 17-27-103(1), C.R.S., provides that counties may establish a community corrections board; and

WHEREAS, Section 17-27-103(1), C.R.S., provides that a community corrections board may establish community corrections programs; and

WHEREAS, the Board of County Commissioners intends to continue the Adams County Community Corrections Board with its powers to oversee all community corrections facilities and programs in Adams County and to advise the Board of County Commissioners on community corrections facilities and programs and other such issues as may be referred to it by the Board;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Adams County Community Corrections Board is hereby continued. It is to be comprised of at least seven and not more than eleven persons, to include at least one member who is a District or County Court Judge, one member from the District Attorney's Office, one member from the Sheriff's Office, one parole officer, one member from the Public Defender's Office, one member from the Adams County Probation Department, and other such member as the Board of County Commissioners may appoint. Terms of membership shall be three years.

BE IT FURTHER RESOLVED that the Community Corrections Board shall continue to have the following powers:

1. To establish and enforce standards and policies for the operation of Adams County community corrections facilities and programs;
2. To advise the Board of County Commissioners on community corrections business and related issues, excluding the Adams County Detention Center;

3. To advise the Board of County Commissioners on the existence of and the desirability of creating, contracting with, or participating in additional community corrections programs;
4. To advise the Board of County Commissioners on such other related issues as the Board of County Commissioners may refer to it; and,
5. To establish its own by-laws and procedures not inconsistent with the powers set forth above.

BE IT FURTHER RESOLVED that members of the Community Corrections Board, when acting in their official capacities and within the course and scope of their duties as members of the Community Corrections Board, shall be considered employees of Adams County for the purposes of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

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

Henry _____ Aye

Tedesco _____ Aye

Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

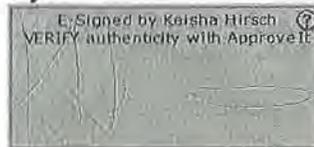
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 4th day of April, A.D. 2014.

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



By:



Deputy



Office of Community Corrections

700 Kipling Street, Suite 1000. Denver CO 80215
<http://dcj.state.co.us/occ>



COLORADO
Division of Criminal Justice
Department of Public Safety

Exhibit F - Community Corrections Billing

Invoice #			
Program Name		Bill Month / Year	
Bill Type	Transition	Judicial District	
Bill Status	OCC Approved	Status Date	

Last Name	First Name	Doc #	Case #	Entry Date	Activity	Term. Date	Bill Start	Bill End	Serv. Days	Rate	Cost
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/27/2018	1/31/2018	5.00	\$43.11	\$188.70
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/25/2018	25.00	\$43.11	\$943.50
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/6/2018	1/31/2018	26.00	\$43.11	\$981.24
					Service		1/1/2018	1/5/2018	5.00	\$43.11	\$188.70
					Service		1/1/2018	1/25/2018	25.00	\$43.11	\$943.50
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/25/2018	25.00	\$43.11	\$943.50
					Service		1/1/2018	1/11/2018	11.00	\$43.11	\$415.14
Total									463.00		\$17,473.62

EXHIBIT G BOARD ADMINISTRATIVE REPORT FORM

PREPARED BY:		JUDICIAL DISTRICT:	
TITLE: Community Corrections Financial Expense Report		FISCAL YEAR: From _____ To _____	
DATE	TYPE OF REPORT (CHECK ONE) 1 st & 2 ND Quarter (Jul – Dec) 3 rd & 4 th Quarter (Jan – Jun)		
PHONE			
4% Administrative Allocation - Balance Forward from Previous Year:		\$	
4% Administrative Allocation - Amount Received to Date:		\$	
4% Administrative Allocation - Total Expenditures		\$	
CATEGORY	EXPENDITURES		
	A July through December	B January through June	E TOTAL TO DATE (A+B)
Personnel			
Supplies & Operating			
Travel			
Equipment			
Indirect Costs			
Consultants and Professional Services			
TOTALS			

REQUIRED SIGNATURE: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the contract documents.
Person completing the form

Signature

Date:

SUBMIT SIGNED FORM, WITH ORIGINAL SIGNATURE, TO DCJ NO LATER THAN 30 DAYS AFTER THE END OF EACH QUARTER. ALL SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE FINANCIAL EXPENSE REPORT.

EXHIBIT H - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- l. Appropriate Safeguards.
- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
 - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
 - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
 - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- m. Safeguard During Transmission.
- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
 - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 ~~below~~, ~~below~~, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this

Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

**Basic Operational Requirements of Community Corrections Providers
Exhibit I**

ADMINISTRATION AND PERSONNEL

Legal Entity

The public or private agency operating a community corrections program shall be a legal entity or part of a legal entity. The administrators shall maintain a file at the local headquarters of the agency that includes current documentation as follows:

- a) Public Agencies
 - 1) The executive or legislative order of the unit of local government designating the agency as a community corrections program.
 - 2) An organizational chart indicating the agency's position within the local government and a listing of the administrative officer(s) authorized to act as the legal agent(s) of the agency.
- b) Private Agencies
 - 1) Certificate and articles of incorporation
 - 2) List of the Board of Directors
 - 3) Corporate bylaws and names of officers authorized to sign contracts or authorize expenditures.
 - 4) All documentation pertaining to the Standards

Fiscal Practices

The administrators shall manage the program's fiscal affairs with written policies and procedures and established practices that employ recognized accounting procedures to control and record the receipt, maintenance and dispersal of funds associated with operation of the program including all client subsistence, savings and restitution accounts.

Independent Financial Audit

Programs shall submit to the DCJ a complete independent financial audit report conducted by a Certified Public Accountant, licensed to practice in Colorado. These reports shall be submitted every third year, on the schedule established by the DCJ. New programs shall submit a complete independent financial audit report after the first year of operation and shall then follow the financial audit schedule established for all programs. New programs may request a waiver of the second financial audit if such audit would be due in less than eighteen months from the completion of the first audit. Offender funds, if maintained by the program, shall be included in the scope of the independent financial audit.

Independent financial audits may be required more frequently by individual contracts between the DCJ and programs and/or if otherwise requested by the DCJ. Such audits may be required more frequently by subcontract between programs and their local community corrections board.

Independent financial audits shall include any auditors' findings or recommendations communicated to the program or its parent corporate entity as the result of such audits.

While DCJ generally does not require submission of any management letter provided to the program in conjunction with the independent financial audit, programs are expected to provide DCJ any portion of this letter relevant to DCJ funding. However DCJ reserves the right to request the management letter in its entirety at its discretion. If the community corrections program is operated as a unit of government by or by a larger corporate entity, a segment audit or review may be required by the DCJ and/or local community corrections board. A compilation of internally prepared financial statements will not be considered to be in compliance with this Standard.

Insurance Coverage

The administrators shall maintain proof of insurance coverage at levels no less than those required in state contracts at the local program or agency headquarters. Written policies and procedures shall govern the confidentiality of employee medical records in accordance with current state and federal law. Employee medical records shall be maintained in a separate individual file.

Policies and Procedures

The program shall maintain a current policy and procedure manual, readily accessible by all staff, that describes the purpose, philosophy, programs and services, and operating procedures of the program. The manual shall address all requirements, programs, or services delineated by these Standards. The program shall operate in accordance with this manual and all staff shall be familiar with its contents. The manual shall be reviewed at least annually by the governing authority or program administrator, and updated when necessary. The program shall outline a system to ensure that changes in program policies and procedures are reviewed, prior to their implementation, with any state agency or local community corrections board that will be affected by the change.

Victim Rights Act Compliance

Any program supervising offenders serving a sentence for any of the offenses listed within the Victim Rights Act (VRA) must conform to the requirements of the Colorado Revised Statutes, as amended, on victim notification requirements. The program shall determine whether any victims have requested notification under the VRA.

All victim-related documentation shall be kept in a separate confidential file.

DNA Testing

The program shall comply with the DNA testing requirements as specified by Colorado Revised Statutes, as amended.

Community Corrections Information and Billing (CCIB) System

The program is responsible for entering complete and accurate offender information into the Community Corrections Information and Billing (CCIB) system. All data shall be entered in accordance with contract and sub-contract requirements. Data must be entered into CCIB within 5 weekdays (including holidays) of the offender's arrival at the facility. Offender movements (e.g. jail, hospital, etc.) must be entered into CCIB within 5 weekdays (including holidays) of the movement. The offender record must be terminated and completed within 30 days of the discharge date. Corrections to offender records impacting bills already processed must be approved in writing by the appropriate

community corrections board and the DCJ Office of Community Corrections.

Organized Information

The program shall have policies, procedures and established practices that ensure all program documentation is legible, accurate and systematically filed using an organized system of information collection, retrieval and review. All records, printed or electronic, shall be available upon request, for review by referral and oversight agencies. Program documentation shall be signed and dated in accordance with relevant *Standards*. The signature can be original or documented via electronic means (electronic signature and/or biometric verification). Electronic signatures and biometric verification methods must be secure and auditable. The program's Information Technology System (ITS) shall have a backup system to ensure data retention and availability in accordance with contract requirements.

Offender Medical Emergencies

The program shall have written policies and procedures and established practices that direct staff response to offender medical emergencies.

CPR and First Aid Training

All security staff shall be certified in emergency first aid and CPR within the first 90 days of employment and shall maintain certification throughout the term of their employment. The program shall have at least one staff member on duty at all times who is certified in emergency first aid and CPR.

Isolation of Offenders

The program shall have written policies and procedures and established practices that direct the isolation and observation of offenders who are intoxicated or under the influence of controlled substance(s).

Assistance by Law Enforcement

The program shall have written policies and procedures and established practices for the assistance of law enforcement by staff, pursuant to current state statutes and standard rules of evidence. Policies and procedures shall also establish the requirement to contact law enforcement agencies in case of an emergency and/or upon discovery of criminal conduct.

Disruption of Normal Work Routines

The program shall have written policies and procedures and established practices that govern program response to work stoppages, natural disasters, or other disruptions of normal work routines. "On-call" staff must be able to respond to the facility within 30 minutes. Programs shall have a relocation and evacuation plan that has been approved by the appropriate Community Corrections Board, Division of Criminal Justice, and Office of Community Corrections, and referring agencies.

Transport of Offenders

The program shall have written policies and procedures and established practices that govern the transportation of offenders by program staff. The transportation of offenders in personal vehicles is prohibited unless the program provides insurance for such transportation.

FACILITIES

Building Codes and Zoning

The program shall remain in compliance with all applicable building codes and zoning requirements. Proof of compliance shall be kept on file at each program location.

Fire Inspections

The program shall comply with the regulations of the fire authority having jurisdiction. Compliance shall be verified by an annual inspection by the local fire department that provides suppression services. In the event the local authority having jurisdiction does not provide fire code inspection services, the program shall obtain an annual fire safety inspection from a Colorado certified fire safety inspector. Proof of compliance shall be kept on file at each program location.

Many areas of the state are protected by volunteer fire departments that may not have qualified fire inspectors. In areas of the state where there are not certified inspectors, the Colorado Department of Public Safety, Division of Fire Safety can conduct fire safety inspections at the request of the local authority having jurisdiction on a fee for service basis. The Division of Fire Safety also maintains a listing of Colorado certified fire safety inspectors.

Fire Sprinkler and Fire Alarm System

The residential program shall maintain an automatic sprinkler system, where required by the local building code. The residential program shall have a fire protection alarm system and an automatic smoke detection system that is approved by the authority having jurisdiction. All system elements shall be tested on a quarterly basis; adequacy and operation of the systems are to be approved by a state fire official or other qualified authority annually. Written documentation shall be maintained at the facility.

Mattresses and Pillows

The residential program shall provide flame-retardant mattresses and pillows in good condition. Documentation indicating compliance with fire and safety requirements must be maintained.

Hazardous Materials

The program shall store all flammable liquids and hazardous materials (paint, cleaners, adhesives, etc.) in their original containers and away from kitchen and dining areas, furnaces, heaters, sleeping and high traffic areas.

Fire Drills

All program locations shall conduct random emergency evacuation fire drills at least once quarterly. Documentation of these drills shall be maintained at each program location. Documentation shall include the following: time, date, staff initials, number of participants, response time and comments.

First Aid

Program staff shall have immediate access to a first aid manual and appropriate medical supplies.

Health and Sanitation

The program shall comply with all health and sanitation codes of the jurisdiction having authority. Written reports of inspections by state and local authorities shall be maintained at each program location. In the event there are no local city and/or county codes applicable, state codes will prevail. In the event that no local or state codes are applicable, appropriate national codes shall be applied.

OFFENDER SERVICES

Case Records

The program shall have written policies and procedures and established practices that govern the confidentiality of case records and shall address, at a minimum, offender access to records, staff access, and release of information to third parties. Offender records shall be maintained in accordance with federal and state laws.

Release of Information

The program shall have written policies and procedures that govern the release of information to third parties. The program's "Release of Information Form" shall address circumstances under which releases are permitted and restrictions on the type of information to be released. Staff and agents of the program shall have clear instructions on the release of information to third parties.

The structure and identification of information to be placed on the form includes, but is not limited to:

- a) Name of person, agency or organization requesting information
- b) Name of person, agency or organization releasing information
- c) The specific information to be disclosed
- d) The purpose or need for the information
- e) Expiration date
- f) Date consent form is signed
- g) Signature of the offender
- h) Signature of individual witnessing offender's signature

Copies of the consent form shall be maintained in the offender's file.

Secure Storage of Records

The program shall have written policies and procedures and established practices that provide for secure storage of all case records, logs, and records in accordance with contract requirements. Records must subsequently be disposed of in a manner ensuring complete confidentiality.

Clinical Services

Department of Corrections Clients

For all DOC clients, clinical services delivered by an agency or person not employed by the community corrections program, shall be delivered by a DOC Approved Treatment Provider. Exceptions shall be approved by the supervising Community Parole Officer prior to treatment service delivery.

Sex Offenders

For all offenders required to complete sex offense-specific treatment under Colorado Revised Statutes or as ordered by the Court, services shall be delivered according to the Sex Offender Management Board (SOMB) *Standards and Guidelines for the Assessment, Evaluation, Treatment, and Behavioral Monitoring of Adult Sex Offenders as revised*. Treatment services shall also be delivered by a SOMB-Approved Provider. This may include providers that have formally submitted intent to apply for SOMB approval and that are in good standing with the Division of Criminal Justice, Office of Domestic Violence and Sex Offender Management based on the application process.

Domestic Violence Offenders

For offenders with domestic violence offenses, or for those who have been court-ordered to complete domestic violence offender treatment, treatment services shall be delivered according to the Domestic Violence Offender Management Board (DVOMB) *Standards for Treatment with Court Ordered Domestic Violence Offenders* and shall be delivered by a DVOMB-Approved Provider.

Mental Health Needs

For offenders with mental health treatment needs, clinical services shall be provided by a licensed mental health professional or a person under the supervision of a licensed mental health professional.

Substance Abuse

For offenders with substance abuse treatment needs, including DUI education and therapy, treatment services shall be delivered by a provider that is appropriately licensed by the Office of Behavioral Health (OBH). All treatment providers used shall be appropriately credentialed and specifically licensed for offender treatment at the modalities for which they provide services, including DUI Education or Therapy. Services may be delivered by a provider who is under a provisional license by OBH. Services shall not be delivered by a provider whose license has been put on probationary status by the OBH.

Limited Power of Attorney

A Limited Power of Attorney form, signed and dated by the offender and staff, shall govern the distribution of offender funds, if maintained by the program, in the event of escape in accordance with statute.

Child Support

The program shall have written policies and procedures and established practices that allow for the identification of offenders who have court-ordered child support obligations. At a minimum, the program will address the provision of information to offenders at the initial case management meeting regarding the process to modify court ordered child support. The program will be compliant with the procedures established by the DCJ and the Division of Human Services - Child Support Enforcement regarding the provision of offender information and employment status.

Definitions

Subsistence - An established fee the offender is charged by the program in order to reside in the residential facility. The annual subsistence maximum is set annually by the General Assembly through a footnote in the Long Bill.

Condition of Probation Clients - Colorado Revised Statute allows offenders who are sentenced to probation to be placed in a community corrections program for stabilization and more intensive supervision if they are at risk of probation revocation. CRS 18-1.3-301 provides "The sentencing court may also refer any offender to a community corrections program as a condition of probation pursuant to section 18-1.3-202. Any placement of offenders referred as a direct sentence or as a condition of probation shall be subject to approval pursuant to section 17-27-103 (5), C.R.S., and section 17-27-104 (3), C.R.S."



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7 th , 2019
SUBJECT: Lowell Ponds State Wildlife Area
FROM: Byron Fanning and Marc Pedrucci
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: 2/13/2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a Quit Claim Deed from the Colorado Department of Transportation to take on ownership and management of Lowell Ponds.

BACKGROUND:

Lowell Ponds State Wildlife Area is a 43-acre property located between Lowell Blvd. and Tennyson St. directly south of I-76. The property is owned by CDOT, and has been leased to the Colorado Division of Parks and Wildlife (CDPW) since 1985 for a fishing and wildlife observation area as part of a 99 year lease. It contains three ponds that resulted from gravel mining, and is primarily used by the public for fishing access. CDPW contacted Adams County and Hyland Hills Park & Rec District in 2017 to inform us that they would be terminating the lease with CDOT to cease management of the property, and to see if the county and/or Hyland Hills would be interested in taking over management of the property. The Parks and Open Space Department (POSD) and Hyland Hills staff agreed that it is important to continue to have Lowell Ponds open to the public and actively managed so that it remains an asset to county residents. The Board of County Commissioners approved a resolution of intent to accept a quitclaim deed on Lowell Ponds on February 19, 2019.

This resolution formally accepts the quitclaim deed for Lowell Ponds.

In anticipation of taking over management of Lowell Ponds in 2019, a one-time project was submitted and approved in the 2019 Budget for basic maintenance and repairs for the Lowell Ponds site in the amount of \$200,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space, CDOT

ATTACHED DOCUMENTS:

Resolution
Quitclaim Deed

FISCAL IMPACT:

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

Fund: 27

Cost Center: 6107

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7820	61071918	\$200,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$200,000</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 TO ACCEPT A QUIT CLAIM DEED FROM THE
COLORADO DEPARTMENT OF TRANSPORTATION FOR
THE 43-ACRE LOWELL PONDS STATE WILDLIFE AREA

WHEREAS, Adams County adopted a resolution of intent to accept a quitclaim deed from the Colorado Department of Transportation for the 43-acre Lowell Ponds State Wildlife Area on February 19, 2019; and,

WHEREAS, the Colorado Department of Transportation now wishes to dedicate the aforementioned 43-acre parcel; and,

WHEREAS, the Colorado Department of Transportation has presented Adams County with a Quit Claim Deed for the Lowell Ponds State Wildlife Area, dated March 18, 2019 with Reception #2019000020236; and,

WHEREAS, Adams County wishes to accept a Quit Claim Deed from the Colorado Department of Transportation for the 43-acre Lowell Ponds State Wildlife Area.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Quit Claim Deed from the Colorado Department of Transportation for the 43-acre Lowell Ponds State Wildlife Area is hereby accepted.

QUITCLAIM DEED

THIS DEED is dated March 18, 2019, and is made between DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO (whether one, or more than one), the "Grantor", of the City and County of Denver and State of Colorado, and **Adams County** (whether one, or more than one), the "Grantee," whose legal address is **4430 South Adams County Parkway, Brighton, CO, 80601** of the County of **Adams** and State of **Colorado**

WITNESS, that the Grantor, for and in consideration of the sum of Ten DOLLARS, (\$10.00), and other consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee(s), its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Adams and State of Colorado, described as follows:

Project Number: I 76-1(35) Sec 2
Parcel Number: L-64EX

See property description attached Exhibit "A" dated October 31, 2018.

SUBJECT TO any and all easements of record and to any and all utilities as constructed and for their maintenance as necessary.

IN THE EVENT THE PROPERTY HEREIN CONVEYED FAILS TO BE USED FOR RECREATIONAL AND OPEN SPACE PURPOSES THEN THIS DEED SHALL BECOME NULL AND VOID AND THE PROPERTY SHALL REVERT TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

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

ATTEST:

Alicia Clemons
ALICIA CLEMONS
Chief Clerk for Property Management

DEPARTMENT OF TRANSPORTATION
STATE OF COLORADO
Joshua Laipply
JOSHUA LAIPPLY, P.E.
Chief Engineer

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 18th day of March, 2018, by Alicia Clemons, Chief Clerk for Property Management and Joshua Laipply, P.E. as Chief Engineer of the Department of Transportation, State of Colorado.

Witness my hand and official seal.
My commission expires:

DAWN M ZARUBNICKY
Notary Public
State of Colorado
Notary ID # 20164036998
My Commission Expires 08-26-2020

Dawn Zarubnicky
Notary Public

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

EXHIBIT "A"

PROJECT NUMBER: I 76-1(35) Section 2

PARCEL NUMBER: L-64EX

DATE: October 31, 2018

DESCRIPTION

A tract or parcel of land No. L-64EX of the Department of Transportation, State of Colorado Project No. I 76-1(35) Section 2 containing 1,861,989 sq. ft. (42.75 acres), more or less, in the southeast quarter of Section 7 and the northeast quarter of Section 18, Township 3 South, Range 68 West, of the 6th Principal Meridian, in Adams County, Colorado, said parcel being all of Parcel L-64 of Project No. I 76-1(35) Section 2, as shown in "EXHIBIT A" of the LEASE AGREEMENT, a copy of which is attached to and made part of this description, made and entered into in duplicate on the 13th day of June, A.D., 1985, by and between the State Department of Highways, Division of Highways, the Lessor, and THE COLORADO DEPARTMENT OF NATURAL RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF WILDLIFE, the Lessee, said parcel being all of Parcel No. 66 and a portion of Parcel Nos. 56, 64, 65, and 68 of said Project No. I 76-1(35) Section 2, said tract or parcel being more particularly described as follows:

Beginning at a point on the westerly right of way line of Lowell Blvd. (Nov. 1983), said point being 30 feet west of the east line of said Section 18, from which the NE corner of said Section 18 bears N80° 04' 25"E a distance of 30.40 feet;

1. Thence N00°48'30"W (N00°09'15"W per Bk. 2836, Pg. 222) along said westerly right of way line a distance of 0.7 feet;
2. Thence S89°19'15"W continuing along said westerly right of way line parallel with the southerly right of way line of West 56th Way (Nov. 1983) a distance of 30.00 feet;
3. Thence N00°12'30"W continuing along said westerly right of way line of Lowell Blvd. (Nov. 1983) a distance of 50.00 feet;
4. Thence N89°19'15"E continuing along said westerly right of way line parallel with the southerly right of way line of West 56th Way (Nov. 1983) a distance of 30.00 feet;
5. Thence N00°12'30"W continuing along said westerly right of way line a distance of 100.00 feet to the intersection of the west right of way line of Lowell Blvd. (Nov. 1983) and the southerly right of way line of West 56th Way (Nov. 1983);
6. Thence S 89°19'15"W along said southerly right of way line a distance of 1652.00 feet;

7. Thence S89°21'00"W continuing along said southerly right of way line, said line being parallel with the north line of said Section 18, a distance of 161.50 feet;
8. Thence S70°44'48"W a distance of 125.33 feet to an easterly property line as described in Bk. 2210, Pg. 794 of the Adams County records;
9. Thence S02°24'00"E (S01°45'00"E per deed Bk. 2210, Pg. 794) along said property line a distance of 105.08 feet to the south line of said Section 7;
10. Thence S89°21'00"W along said south section line a distance of 7.0 feet;
11. Thence S00°51'45"E (S00°12'30"E per said deed) along said property line a distance of 481.55 feet to a point on a line connecting the center of the bridge on Lowell Blvd. with the center of the bridge on Tennyson St. (as said bridges existed on Oct. 10, 1960) as described in Bk. 2745, Pg. 1 of the Adams County records;
12. Thence S82°04'45"W along said line between centers of bridges a distance of 535.10 feet;
13. Thence S82°07'15"W (S82°47'00"W per deeds Bk. 293, Pg. 380; Bk. 1766, Pg. 341; Bk. 540, Pg. 480; and Bk. 1798, Pg. 436) a distance of 15.2 feet;
14. Thence S00°57'00"W (S01°36'00"W per said deeds) along a line parallel with the east line of Tennyson St. (March 1985) a distance of 116.97 feet;
15. Thence N89°04'00"W (N88°24'00"W per said deeds) a distance of 35.00 feet to the east right of way line of Tennyson St. (March 1985);
16. Thence S00°57'00"W (S01°36'00"W per said deeds) along said east right of way line of Tennyson St. a distance of 97.30 feet;
17. Thence S00°52'15"E (S00°13'00"E per said deeds) continuing along said line parallel with the west line of the NE 1/4 of said Section 18 a distance of 42.1 feet to the south line of a 20' sanitary sewer easement to the Berkeley Water and Sanitation District as described in Bk. 2039, Pg. 281 and Bk. 2064, Pg. 563 of the Adams County records;
18. Thence N89°09'45"E along said south easement line a distance of 1451.00 feet;
19. Thence N71°45'45"E continuing along said south easement line a distance of 818.20 feet;
20. Thence southerly per deeds Bk. 293, Pg. 380; Bk. 1766, Pg. 341; and Bk. 1798, Pg. 432; parallel with the east line of said Section 18, a distance of 173.0 feet;
21. Thence easterly per said deeds a distance of 163.0 feet to the NW corner of Lot 3, POMPONIO SUBDIVISION;

22. Thence northerly per said deeds a distance of 100.0 feet to the NW corner of Lot 1, POMPONIO SUBDIVISION;

23. Thence easterly per said deeds along the north line of said Lot 1, a distance of 127.0 feet to the NE corner of Lot 1, POMPONIO SUBDIVISION, said corner also being on the west right of way line of Lowell Blvd. (Nov. 1983);

24. Thence northerly per said deeds continuing along said west right of way line parallel with the east line of the NE 1/4 of said Section 18, a distance of 508.0 feet;

25. Thence northerly continuing along said west right of way line a distance of 114.7 feet, more or less, to the POINT OF BEGINNING.

The above described parcel contains 1,861,989 sq. ft., more or less.

Reserving from the above described parcel the west 30.0 feet of the east 60.0 feet of said Sections 7 and 18 for the future widening of Lowell Boulevard.

All bearings used in the above described parcel are oriented to the modified Colorado Coordinate System (Central Zone).

Authored by: Jerald Patrick Buffington, PLS 38365
CDOT, Region 1, North R.O.W.
4760 Holly St.
Denver Co. 80216
303.398.6710



EXHIBIT A

RIGHT OF WAY
TO BE LEASED TO

Parcel No. L-64
Sta 200 + to Sta 226 +

COLORADO DIVISION OF
WILDLIFE

FOR

I 76-1(35) Sec. 2
I-76 Extension
Sheridan to Pecos at Tennyson St.

State Highway No. 76

DESCRIPTION

A tract or parcel of land No. L-64 of the State Department of Highways, Division of Highways, State of Colorado, Project No. I 76-1(35) Sec. 2 containing 1,861,989 sq. ft., more or less, in the SE 1/4 of Section 7 and the NE 1/4 of Section 18, Township 3 South, Range 68 West, of the Sixth Principal Meridian in Adams County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the westerly right of way line of Lowell Blvd. (Nov. 1983), said point being 30 feet west of the east line of said Section 18, from which the NE corner of said Section 18 bears N. $00^{\circ} 04' 25''$ E. a distance of 30.40 feet;

1. Thence N. $00^{\circ} 43' 30''$ W. (N. $00^{\circ} 09' 15''$ W. per Bk. 2036, Pg. 222) along said westerly right of way line a distance of 0.7 feet;
2. Thence S. $89^{\circ} 19' 15''$ W. continuing along said westerly right of way line parallel with the southerly right of way line of West 56th Way (Nov. 1983) a distance of 30.00 feet;
3. Thence N. $00^{\circ} 12' 30''$ W. continuing along said westerly right of way line of Lowell Blvd. (Nov. 1983) a distance of 50.00 feet;
4. Thence N. $89^{\circ} 19' 15''$ E. continuing along said westerly right of way line parallel with the southerly right of way line of West 56th Way (Nov. 1983) a distance of 30.00 feet;
5. Thence N. $00^{\circ} 12' 30''$ W. continuing along said westerly right of way line a distance of 100.00 feet to the intersection of the west right of way line of Lowell Blvd. (Nov. 1983) and the southerly right of way line of West 56th Way (Nov. 1983);

Parcel No. L-64
Proj. No. I 76-1(35) Sec. 2
Page 2

6. Thence S. $89^{\circ} 19' 15''$ W. along said southerly right of way line a distance of 1652.00 feet;
7. Thence S. $89^{\circ} 21' 00''$ W. continuing along said southerly right of way line, said line being parallel with the north line of said Section 19, a distance of 161.50 feet;
8. Thence S. $70^{\circ} 44' 48''$ W. a distance of 125.33 feet to an easterly property line as described in Bk. 2210, Pg. 794 of the Adams County records;
9. Thence S. $02^{\circ} 24' 00''$ E. (S. $01^{\circ} 45' 00''$ E. per deed Bk. 2210, Pg. 794) along said property line a distance of 105.08 feet to the south line of said Section 7;
10. Thence S. $89^{\circ} 21' 00''$ W. along said south section line a distance of 7.0 feet;
11. Thence S. $00^{\circ} 51' 45''$ E. (S. $00^{\circ} 12' 30''$ E. per said deed) along said property line a distance of 481.55 feet to a point on a line connecting the center of the bridge on Lowell Blvd. with the center of the bridge on Tennyson St. (as said bridges existed on Oct. 10, 1960) as described in Bk. 2745, Pg. 1 of the Adams county records;
12. Thence S. $82^{\circ} 04' 45''$ W. along said line between centers of bridges a distance of 535.10 feet;
13. Thence S. $82^{\circ} 07' 15''$ W. (S. $82^{\circ} 47' 00''$ W. per deeds Bk. 293, Pg. 380; Bk. 1766, Pg. 341; Bk. 540, Pg. 480; and Bk. 1798, Pg. 436) a distance of 15.2 feet;
14. Thence S. $00^{\circ} 57' 00''$ W. (S. $01^{\circ} 36' 00''$ W. per said deeds) along a line parallel with the east line of Tennyson St. (March 1985) a distance of 116.97 feet;
15. Thence N. $89^{\circ} 04' 00''$ W. (N. $88^{\circ} 24' 00''$ W. per said deeds) a distance of 35.00 feet to the east right of way line of Tennyson St. (March 1985);
16. Thence S. $00^{\circ} 57' 00''$ W. (S. $01^{\circ} 36' 00''$ W. per said deeds) along said east right of way line of Tennyson St. a distance of 97.30 feet;

Parcel No. L-64
Proj. No. 176-1(35) Sec. 2
Page 3

17. Thence S. $00^{\circ} 52' 15''$ E. (S. $00^{\circ} 13' 00''$ E. per said deeds) continuing along said line parallel with the west line of the NE 1/4 of said Section 18 a distance of 42.1 feet to the south line of a 20' sanitary sewer easement to the Berkeley Water and Sanitation District as described in Bk. 2039, Pg. 281 and Bk. 2064, Pg. 563 of the Adams county records;
18. Thence N. $09^{\circ} 09' 45''$ E. along said south easement line distance of 1451.00 feet;
19. Thence N. $71^{\circ} 45' 45''$ E. continuing along said south easement line a distance of 818.20 feet;
20. Thence southerly per deeds Bk. 293, Pg. 390; Bk. 1766, Pg. 341; and Bk. 1798, Pg. 432; parallel with the east line of said Section 18, a distance of 173.0 feet;
21. Thence easterly per said deeds a distance of 163.0 feet to the NW corner of Lot 3, POMPONIO SUBDIVISION;
22. Thence northerly per said deeds a distance of 100.0 feet to the NW corner of Lot 1, POMPONIO SUBDIVISION;
23. Thence easterly per said deeds along the north line of said Lot 1, a distance of 127.0 feet to the NE corner of Lot 1, POMPONIO SUBDIVISION, said corner also being on the west right of way line of Lowell Blvd. (Nov. 1983);
24. Thence northerly per said deeds continuing along said west right of way line parallel with the east line of the NE 1/4 of said Section 18, a distance of 508.0 feet;
25. Thence northerly continuing along said west right of way line a distance of 114.7 feet, more or less, to the point of beginning.

The above described parcel contains 1,861,989 sq. ft., more or less.

Reserving from the above described parcel the west 30.0 feet of the east 60.0 feet of said Sections 7 and 18 for the future widening of Lowell Boulevard.

All bearings used in the above described parcel are oriented to the modified Colorado Coordinate System (Central Zone).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

State of Colorado
Department of Natural Resources

[Signature]
David Getches
Executive Director
Date _____

Division of Wildlife

[Signature]
By: James P. Ruch, Director
Date _____

LESSOR:

STATE OF COLORADO
Acting by and through Department
of Highways
and for RICHARD D. LAMM,
GOVERNOR

By *[Signature]*
for the Executive Director

APPROVED:

DEPARTMENT OF ADMINISTRATION

[Signature]
By _____
Director
State Buildings Division

DIVISION OF ACCOUNTS AND CONTROL

[Signature]
By _____
State Controller
Date 1.16.85
JAMES A. STROUP

ATTORNEY GENERAL
STATE OF COLORADO
DUANE WOODARD

By *[Signature]*
LYNN OBERNYER
Date _____
First Ass't. Attorney General
Natural Resources Section

STATE OF COLORADO
_____ COUNTY
OF ADAMS

The foregoing Lease Agreement was acknowledged before me
this 13th day of JUNE, A.D., 1985

By Ed. Brennan for the Director & EXECUTIVE DIRECTOR Lessee
Witness my hand and official seal.

My Commission Expires JUNE 24, 1986

[Signature]
Notary Public
ADDRESS: 562 Melody Dr.
Northglenn, Co 80221

Sheet Revisions		
Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Sheet Revisions		
Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Sheet Revisions		
Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

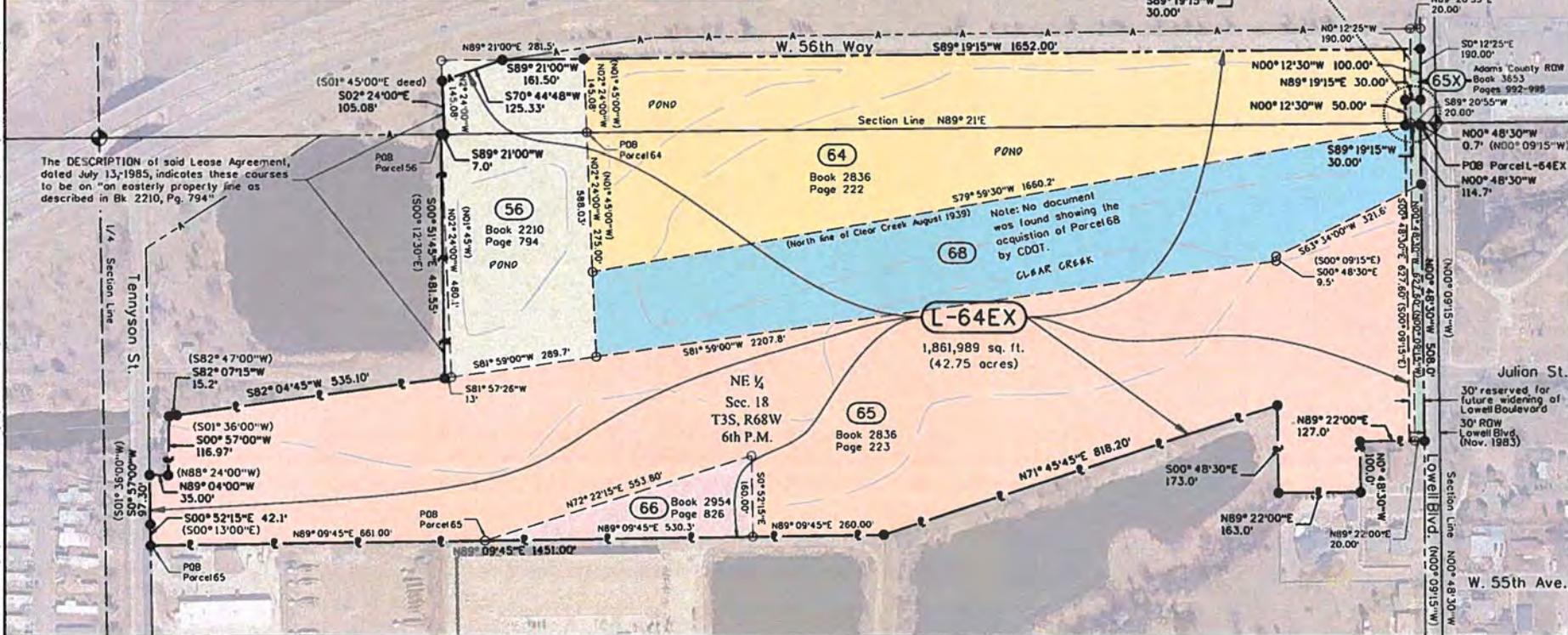
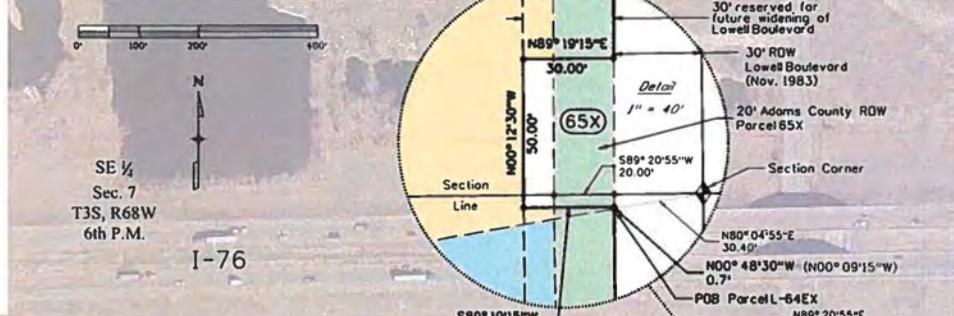
Parcels shown on this sheet are from CDOT Project No. I 76-I(35) Section 2.

Bearings on this sheet are oriented to the Colorado Coordinate System Grid, Central Zone, and rounded to 15 Seconds, per Sheet No. 10A of the Right-of-Way Plans of said Project No. I 76-I(35) Section 2. Bearings in parenthesis are oriented to the deed.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Title policy, title commitment, and title research were not performed, therefore easements, rights, and restrictions of record were not researched and are not shown on this exhibit. The verification of the physical evidence with relation to easements, rights of ways, property boundaries, and restrictions, as described in the instruments of record, were not included in this exhibit.

This exhibit depicts Parcel No. L-64 of Project No. I 76-I(35) Section 2 as shown in the LEASE AGREEMENT, made and entered into in duplicate on the 13th day of June, A.D., 1985, by and between the State Department of Highways, Division of Highways, the Lessor, and THE COLORADO DEPARTMENT OF NATURAL RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF WILDLIFE, the Lessee. This exhibit is not a boundary survey of the adjoining property and is prepared for the Colorado Department of Transportation purposes only.



10/31/2018 10:13:48 PM C:\User\hufingway\Documents\Projects\100000 (P)005 @ I-76\005W - Survey\Drawings\1-76_Parcel_L-64EX.dwg



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: York Street, Phase III – 58 th Avenue to State Highway 224 Professional Engineering Design Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to EST, Inc. for the York Street, Phase III – 58 th Avenue to State Highway (SH) 224 Professional Engineering Design Services

BACKGROUND:

The Adams County Public Works Department has determined the need for roadway, drainage, and bridge improvements along York Street from 58th Avenue to SH 224, a distance of approximately 1.9 miles. York Street is classified as an urban minor arterial road and is one of the major transportation corridors in unincorporated Adams County. Professional Engineering Design Services are required to perform the design phase of this improvements project.

A formal Request for Proposal (RFP) was solicited utilizing Bidnet Direct. The County received four (4) proposals on December 20, 2018 from the following firms:

RANK	COMPANY
1	EST, Inc.
2	RockSol Consulting Group, Inc.
3	Matrix Design Group, Inc.
4	Ulteig Engineers, Inc.

The four (4) proposals were evaluated by a selection team on the following criteria; responsiveness to the RFP, qualifications, work plan, past performance and pricing.

After a thorough evaluation process which included; an initial RFP review, demonstrational interviews with project approach strategy scenarios that resulted in best and final offers to be submitted by the two top firms, staff scored EST, Inc., in all evaluation phases as the most responsive, responsible, and best value to Adams County proposer. EST, Inc., has been determined as the firm that meets all the requirements set forth in the RFP, and has submitted a best and final fee proposal under the project annual budget for necessary Professional Engineering Design Services.

Staff recommends the project be awarded to EST Inc., in the not to exceed amount of \$1,705,349.00.

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.

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561806	\$2,300,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$2,300,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND EST,
INC., FOR THE YORK STREET, PHASE III, 58TH AVENUE AND STATE HIGHWAY 224
PROFESSIONAL ENGINEERING DESIGN SERVICES

WHEREAS, EST, Inc., submitted a proposal to provide Professional Engineering Design Services for the York Street, Phase III, 58th Avenue and State Highway 224 project; and,

WHEREAS, EST, Inc., is deemed the best value, most responsive, and responsible proposer to provide Professional Engineering Design Services for the York Street, Phase III, 58th Avenue and State Highway 224 project; and,

WHEREAS, EST, Inc., has agreed to provide Professional Engineering Design Services for the major transportation corridors of unincorporated Adams County that includes the urban minor arterial road of York Street along 58th Avenue and State Highway 224, in the not to exceed amount of \$1,705,349.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and EST, Inc., to provide Professional Engineering Design Services for the York Street, Phase III, 58th Avenue and State Highway 224 project be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with EST, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: 2019 Seal Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a bid award to A-1 Chipseal for the 2019 Seal Program

BACKGROUND:

The Adams County Public Works Department has determined the need for chip seal and slurry maintenance services located in various areas throughout the County. The 2019 Seal Program is an annual maintenance program. This program shall continue efforts by the County with approximately 36 lane miles in various areas of unincorporated Adams County. These various areas have been identified as priorities for 2019 seal maintenance services.

A formal Invitation for Bid (IFB) was solicited utilizing Bidnet Direct. The County received two (2) bids on April 17, 2019 from the following firms:

RANK	COMPANY	TOTAL BID AMOUNT
1	A-1 Chipseal Company	\$794,393.99
2	Vance Brothers, Inc.	\$984,258.66

After a thorough review, staff determined that A-1 Chipseal Company is the lowest responsive and responsible bidder, meets the minimum requirements set forth in the IFB, and is under the project budget.

Staff recommends the project be awarded to A-1 Chipseal Company, in the not to exceed amount of \$794,393.99.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3055

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7822		\$800,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$800,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO
RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND A-1
CHIPSEAL COMPANY FOR THE 2019 SEAL PROGRAM

WHEREAS, A-1 Chipseal Company submitted a bid to provide street seal maintenance services for the 2019 Seal Program; and,

WHEREAS, A-1 Chipseal Company is deemed the lowest responsive and responsible bidder to provide street seal maintenance services for the 2019 Seal Program; and,

WHEREAS, A-1 Chipseal Company has agreed to provide street seal and slurry services for 36 lane miles for multiple streets in various areas of unincorporated Adams County for the 2019 Seal Program in the not to exceed amount of \$794,393.99.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and A-1 Chipseal Company to provide street seal maintenance services for the 2019 Seal Program is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with A-1 Chipseal Company after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: Custodial Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to renew the agreement with Commercial Cleaning Systems.

BACKGROUND:

A formal Request for Proposal was solicited in 2017 for Custodial Cleaning Services. On May 9, 2017, the Board of County Commissioners approved the award to Commercial Cleaning Systems to provide custodial cleaning services in all County buildings, except for the Government Center.

The Facilities and Fleet Management Department is pleased with the services provided by Commercial Cleaning Systems, and recommends renewing the agreement for one additional year. Commercial Cleaning Systems has requested an increase of 5% for the 2019/2020 renewal year. Staff feels the increase is fair and reasonable as the minimum wage increased approximately 9% in the beginning of 2019 and will increase approximately 8% at the beginning of 2020.

The recommendation is to approve Amendment Two to renew the custodial cleaning services agreement with Commercial Cleaning Systems in the not to exceed amount of \$1,014,757.92. This renewal is the second of four one year optional renewals allowed on the contract.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: Various

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7695		\$986,482.00*
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/> \$986,482.00

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

*Additional funds will be requested through a budget Amendment

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND COMMERCIAL CLEANING SYSTEMS FOR CUSTODIAL
CLEANING SERVICES

WHEREAS, Commercial Cleaning Systems was awarded a contract on May 9, 2017, to provide custodial cleaning services; and,

WHEREAS, the agreement allowed for four additional one year renewal options; and,

WHEREAS, the Facilities and Fleet Management Department wishes to renew the agreement with Commercial Cleaning Systems for one additional year; and,

WHEREAS, the Contractor requested a 5% increase to the current contract, in the not to exceed amount of \$1,014,757.92 for the renewal year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Commercial Cleaning Systems for custodial cleaning services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment Two after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 7, 2019
SUBJECT: Traffic Impact Fee Utilization
FROM: Nancy Duncan, Budget & Performance Measurement Director & Kristin Sullivan, Public Works Director
AGENCY/DEPARTMENT: Budget & Performance Measurement, Public Works
HEARD AT STUDY SESSION ON April 30, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Resolution authorizing the use of the Regional Traffic Impact Fee Trust Fund to pay for York Street Phase I, York Street Phase II, York Street Phase III, East 58th Avenue, Lowell Boulevard, and Pecos Street widening and safety improvement project expenditures.

BACKGROUND:

The Adams County Development Standards and Regulations (ACDSR), adopted by the Board of County Commissioners of Adams County (BoCC), states that the imposition of a road impact fee is one of the preferred methods of regulating new growth and development in the County in order to ensure new growth and development bears a proportionate share of the costs of the road capital facilities necessary to accommodate new development, and provide for the public health, safety, and welfare.

The ACDSR states that proceeds collected for the road impact fee shall be placed in the Regional Traffic Impact Fee Trust Fund (Trust Fund). Each year, the Impact Fee Administrator must propose appropriations to be spent from the Trust Fund to the BoCC, and after review of the recommended appropriations approve or modify the recommended expenditures of trust fund monies. Any amounts not appropriated from the trust fund together with any interest earnings must be carried over in the specific trust account to the following fiscal period.

The Public Works and Budget & Performance Measurement Departments are recommending using the Trust Fund to pay for the York Street Phase I, York Street Phase II, York Street Phase III, East 58th Avenue, Lowell Boulevard, and Pecos Street widening and safety improvement project expenditures. The

total cost of these projects is greater than the balance in the Trust Fund. When the Trust Fund balance is exhausted, expenditures will be paid for by the Road & Bridge Fund fund balance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget & Performance Measurement
Public Works

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING THE USE OF THE REGIONAL TRAFFIC IMPACT FEE
TRUST FUND TO PAY FOR YORK STREET PHASE I, YORK STREET PHASE II, YORK
STREET PHASE III, EAST 58TH AVENUE, LOWELL BOULEVARD, AND PECOS
STREET WIDENING AND SAFETY IMPROVEMENT PROJECT EXPENDITURES

WHEREAS, the Board of County Commissioners of Adams County, State of Colorado (“BoCC”), has extensive authority to regulate land use within Adams County, including, but not limited to, laws relating to the County Planning and Building Codes, C.R.S. §30-28-101, et seq., and the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101 et seq.; and,

WHEREAS, the BoCC has adopted the current Adams County Development Standards and Regulations (“ACDSR”); and,

WHEREAS, Section 5-06-01(8) of the ACDSR states the imposition of a road impact fee is one of the preferred methods of regulating new growth and development in the County in order to ensure new growth and development bears a proportionate share of the costs of the road capital facilities necessary to accommodate new development, and provide for the public health, safety, and welfare; and,

WHEREAS, Section 5-06-09-02(1) of the ACDSR states that Proceeds collected for the road impact fee shall be placed in the Regional Traffic Impact Fee Trust Fund; and,

WHEREAS, Section 5-06-09-02(3) of the ACDSR states that Each year, at the time the annual budget is reviewed, the Impact Fee Administrator shall propose appropriations to be spent from the Road Impact Fee Trust Fund to the BoCC; and,

WHEREAS, After review of the Impact Fee Administrator's recommendation, the BoCC shall either approve or modify the recommended expenditures of the trust fund monies; and,

WHEREAS, Any amounts not appropriated from the trust fund together with any interest earnings shall be carried over in the specific trust account to the following fiscal period; and,

WHEREAS, Adams County wishes to use the Regional Traffic Impact Fee Trust Fund to pay for the York Street Phase I, York Street Phase II, York Street Phase III, East 58th Avenue, Lowell Boulevard, and Pecos Street widening and safety improvement project expenditures, as they occur.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the use of Regional Traffic Impact Fee Trust Fund to pay for the York Street Phase I, York Street Phase II, York Street Phase III, East 58th Avenue, Lowell Boulevard, and Pecos Street widening and safety improvement project expenditures, is hereby authorized.

BE IT FURTHER RESOLVED, that County staff is authorized to reduce the Regional Traffic Impact Fee Trust Fund balance as expenditures occur on the York Street Phase I, York Street Phase II, York Street Phase III, East 58th Avenue, Lowell Boulevard, and Pecos Street widening and safety improvement projects.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

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CASE NO.: PRC2018-00002

CASE NAME: Pomponio Filing 3 and 4 Final Development Plan

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EXHIBIT 2- Maps

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- 2.2 Zoning Map
- 2.3 Comprehensive Plan

EXHIBIT 3- Applicant Information

- 3.1 Written Explanation
- 3.2 Final Development Plan
- 3.3 Filing 3 Final Plat
- 3.4 Filing 4 Final Plat
- 3.5 Filing 3 SIA
- 3.6 Filing 4 SIA

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- 4.1 Referral Comments (Development Services)
- 4.2 Referral Comments (Division of Water and Crestview Will Serve Letter)
- 4.3 Referral Comments (Xcel Energy)
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- 4.5 Referral Comments (Geological Survey)
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- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Posting Certificate

CASE No.: PRC2018-00002	CASE NAME: Pomponio Terrace Filing 3 and 4 FDP
Owner's Name:	Pomponio Terrace Holdings LLC
Applicant's Name:	James Merlino
Applicant's Address:	1140 US HWY 287 #400-125, Broomfield, CO, 800200
Location of Request:	6856 Federal Blvd.
Nature of Request:	1) Final Development Plan to allow 114 townhome units on approximately 6.5 acres in the Planned Unit Development (PUD) zone district; 2) Major Subdivision (Final Plat) to allow 33 lots on approximately 2.15 acres; 3) Major Subdivision (Final Plat) to allow 81 lots on approximately 4.4 acres
Zone District:	Planned Unit Development (PUD)
Site Size:	6.5 acres +/-
Proposed Uses:	Residential
Existing Use:	Vacant
Comprehensive Plan:	Urban Residential
Hearing Date:	BoCC: May 7, 2019 at 9:30 a.m.
Hearing Location:	4430 S. Adams County Parkway, Brighton, CO 80601, Public Hearing Room 1 st Floor
Report Date:	March 25, 2019
Case Manager:	Libby Tart
Staff Recommendation:	APPROVAL with 11 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

On February 17, 2015, the Board of County Commissioners (BoCC) approved a major subdivision (preliminary plat) to create 248 single family lots; rezoning from I-1 to Planned Unit Development; a Preliminary Development Plan (PUD-P) to create a residential development, and a waiver from the subdivision design standards to allow for private roads and for the creation of lots that do not have direct access to a dedicated, constructed and maintained public road within the subject development (Pomponio Terrace Subdivision).

On October 4, 2016 the BoCC approved a final development plan for Filings 1 and 2 on the property. Filing 1 created 74 single-family lots and Filing 2 created 52 single-family lots.

On February 27, 2018, the BOCC approved an amendment to the preliminary development plan to allow single-family attached (townhomes) product within the development. The overall density of the development remained at 248 dwelling units.

SUMMARY OF APPLICATION

Background

Pomponio Terrace Holdings, LLC, the applicant, is requesting: 1) Final Development Plan (FDP) to allow 114 lots on approximately 6.5 acres in the Planned Unit Development (P-U-D) zone district; 2) Major Subdivision (Final Plat) to create 33 lots on approximately 2.15 acres; 3) Major Subdivision (Final Plat) to create 81 lots on approximately 4.4 acres; 4) Subdivision Improvement Agreement (SIA) for Filing No.3; and 5) Subdivision Improvement Agreement (SIA) for Filing No. 4 of the Pomponio Terrace Planned Unit Development.

The Board of County Commissioners (BoCC) approved a Preliminary Development Plan (PDP) for the PUD in 2015. Per Section 2-02-10-04-01 of the County's Development Standards and Regulations, a Final Development Plan and Plat is required prior to development of the site. The proposed request is to adhere to requirements for obtaining a Final Development Plan and Plat.

In addition, the applicant is proposing two final plats as part of the second phase of development. This allows the developer to phase required public improvements while still complying with all County subdivision requirements.

Development Standards and Regulations Requirements:

Final Development Plan:

A Final Development Plan (FDP) is a site-specific development plan which describes and establishes the type and intensity of uses for a specific parcel of land. Per Section 2-02-10-04 of the Adams County Development Standards and Regulations, a final plat and development agreements are required to be submitted with a final development plan. The final plat and development agreement outlines public improvements required with the development.

Below is the summary of housing types, design information, parking and open space areas proposed within the FDP:

Housing Types & Designs

Pomponio Terrace Filing No. 3 and No. 4 includes attached single-family homes described below:

- Single Family Attached Rear Loaded: Consists of townhome blocks ranging from three to six attached units. These units are designed for residents who want a lower amount of outdoor space to maintain and are on lots with rear, alley-loaded garages. The sizes of homes are approximately 1,500 square feet. Overall, the applicant is proposing 114 units of this housing type in the FDP.

The subject FDP includes architectural and landscape design guidelines. In addition to the guidelines, all builders and homeowners are required to go through a Design Review Committee (DRC) review established by the metropolitan district with governing authority in the PUD (i.e. the Pomponio Terrace Metropolitan District). All builders and homeowners shall also follow all required County review processes.

Parking:

The parking plan proposed with the FDP shows a minimum of two parking spaces per dwelling unit, with an overall ratio of 2.8 spaces per unit. A total of 327 parking spaces are proposed for the 114 units. Two-hundred and twenty-eight (228) of the overall parking spaces will be garage parking and ninety-nine (99) spaces will be off-street guest parking. The FDP also shows internal local street systems within the development. These streets are designed to work in conjunction with proposed private alleys in the development.

Further, the proposed plan shows alleys will be used to access garages for a majority of the homes. The rear-loaded homes within the development will have a minimum of two off-street parking spaces. No parallel parking shall be permitted in alleys, as they are dedicated for fire lanes, passenger vehicles, and garbage vehicle access only. The FDP shows all proposed homes will have access to on-street parking along local streets within the development.

Common Areas:

Common areas in the proposed FDP include streetscape landscape areas, landscape tracts, and approximately 1.03 acres of active recreation in Filings 3 and 4. The streetscape areas, landscape tracts, and pocket parks will be maintained by the Metropolitan District. All private home landscaping will be installed by homeowners or builders and maintained by each homeowner. Adams County shall not be responsible for operation and maintenance of parks and open space within the development. Responsibility and enforcement of landscape maintenance shall be the function of the Metropolitan District. A Design Review Committee will review all private open space design in the development for compatibility. Removal of snow, ice, debris, or other obstructions from sidewalks will be the responsibility of homeowners.

Lot Characteristics:

Typical lot sizes within the development range from 1,110 to 1,885 square feet. All front, side, and rear setbacks will be consistent with the approved Preliminary Development Plan. Per the proposed Final Development Plan, the front yard setback shall be 10 feet for homes along a public right-of-way and five feet for homes along internal alleyways, and the side and rear setbacks shall be five feet.

Major Subdivision (Final Plat):

Per Section 2-02-17-04 of the County’s Development Standards and Regulations, the applicant is requesting approval of two filings as major subdivisions (final plats) for the proposed residential development. The current parcels consist of approximately 6.5 acres; however, the proposed final plat areas are approximately 2.15 acres for Filing 3 and 4.4 acres for Filing 4. The proposed final plats will create 114 residential lots and multiple tracts for private alleys and open space facilities.

Access into the subdivision is primarily from W. 70th Avenue, the northern property boundary. Eliot Street, Clay Street, and Canosa Street provide north-south connections to W. 70th Avenue. All of the 114 proposed units have access to rear-loaded garages through alleyways. This design allows the units to directly front public streets and/or landscaped tracts.

The proposed final plats conform to the criteria for approval outlined in Section 2-02-17-04-05 of the County's Development Standards, which include conformance to the approved preliminary plat and the subdivision design standards. In addition, the applicant has provided a letter of intent from Crestview Water and Sanitation District, demonstrating the District's ability to provide services to the development, thus satisfying the requirement for evidence of adequate water and sanitation facilities. All proposed drainage facilities in the development have been reviewed and approved by the County's Development Services Engineering. Lastly, there is documentation showing there is adequate public infrastructure to support the development and all plans have been reviewed by the Development Services Engineering.

Section 5-02 of the County's Development Standards and Regulations requires these improvements with all subdivision plats. Such improvements are normally approved and constructed through a Subdivision Improvements Agreement (SIA) that is accompanied by sufficient collateral to secure the improvements.

Subdivision Improvement Agreement:

Per Section 5-02-05 of the Adams County Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required for each filing of the proposed development. The agreement is required to address the manner and timing of the completion of all subdivision improvements and responsibility for payment of the costs of improvements associated with the development.

The SIAs outline the Developer's obligation for required construction and collateral for all public improvements. The public improvements in the SIA consist of curb, gutter, sidewalk, storm sewer, and street paving (see Exhibits 3.5 and 3.6). Staff reviewed the SIAs and confirmed the proposed agreements are in compliance with the County's Development Standards and Regulations.

Comprehensive Plan:

The Future Land Use map designates the subject property as Urban Residential. Per Chapter 5 of the Comprehensive Plan, 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.

The proposed development is consistent with the goals of the Comprehensive Plan to provide higher density housing near existing urban services and transportation facilities. The entire Planned Unit Development is comprised of approximately 26 acres. The PUD site is adjacent to

the Westminster RTD light rail station located at 70th Avenue and Federal Boulevard, and is located between two major thoroughfares (Federal and Pecos). In addition, Midtown at Clear Creek mixed-use development is located directly east of the site. Because of the proximity to planned light rail stations and transportation corridors, the PUD inevitably will benefit from the location of such transportation amenities.

Site Characteristics:

Currently, Filings 1 and 2 of the development are under construction. The remainder of the subject property is vacant.

Surrounding Zoning Designations and Existing Use Activity:

Northwest City of Westminster Vacant	North City of Westminster Single-Family	Northeast City of Westminster Single-Family
West I-1 Commercial	Subject Property PUD Vacant	East PUD Single and Multi-Family
Southwest City of Westminster Railroad	South City of Westminster Railroad	Southeast PUD Single and Multi-Family

Compatibility with the Surrounding Land Uses:

A majority of uses surrounding the site consist of single and multi-family residential and commercial uses. The Midtown at Clear Creek mixed-use development is located directly east of the subject site. In addition, the Westminster commuter rail station and future mixed-use development area is directly west of the site, across Federal Blvd. The subject request is consistent with the existing and future residential development surrounding the site and the future land use designation of Urban Residential.

Referral Comments:

Xcel Energy, CDOT, Tri-County Health, Colorado Geological Survey, and Colorado Division of Water reviewed this request and expressed no concerns with the development. Development Services Engineering reviewed the request and stated final site construction and drainage plans have been approved. However, final building permits shall not be issued until all public improvements have been constructed, inspected, and preliminarily accepted by Adams County Public Works Department.

BoCC Continuation

On March 26, 2019, staff requested a continuance of the Pomponio Filing 3 and 4 cases due to discrepancies with the Subdivision Improvement Agreements (SIAs). The items are now corrected and included as Exhibit 3.5 and Exhibit 3.6.

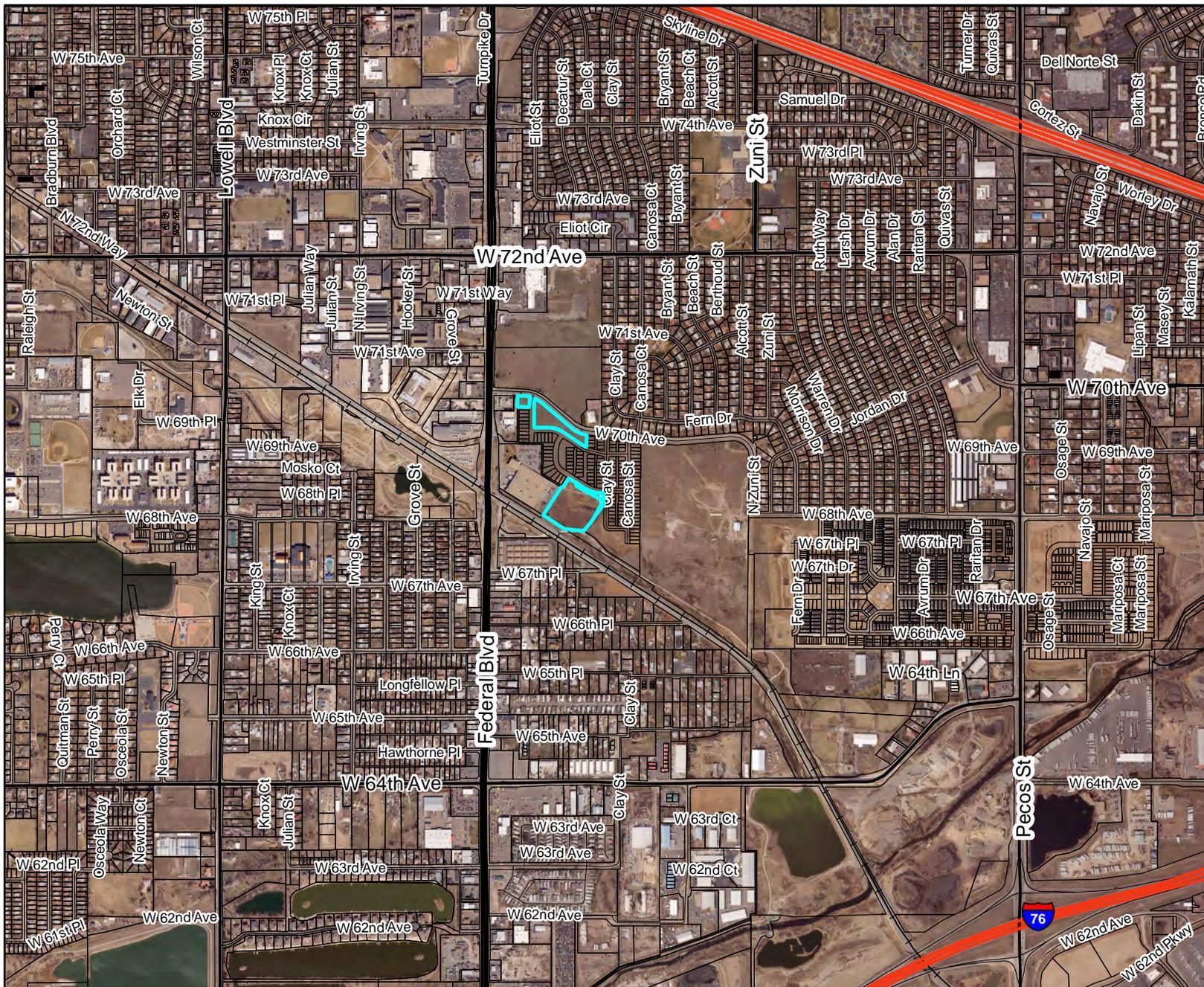
On April 9, 2019, the applicant requested a continuance to review the the financial feasibility of the project and requested a meeting with staff. Following the meeting, the applicant has determined they will pursue the existing request and consider an amendment in the future.

STAFF RECOMMENDATION:

Based upon the application, the criteria for approval of a final development plan, final plat, and subdivision improvements agreement and a recent site visit, staff recommends approval with 11 findings-of-fact.

RECOMMENDED FINDINGS OF FACT

1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
2. The FDP conforms to the P.U.D. standards.
3. The FDP is consistent with any approved PDP for the property.
4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.
5. The final plat is consistent and conforms to the approved preliminary plat.
6. The final plat is in conformance with the subdivision design standards.
7. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
8. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
9. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
10. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
11. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

PRC2018-00002

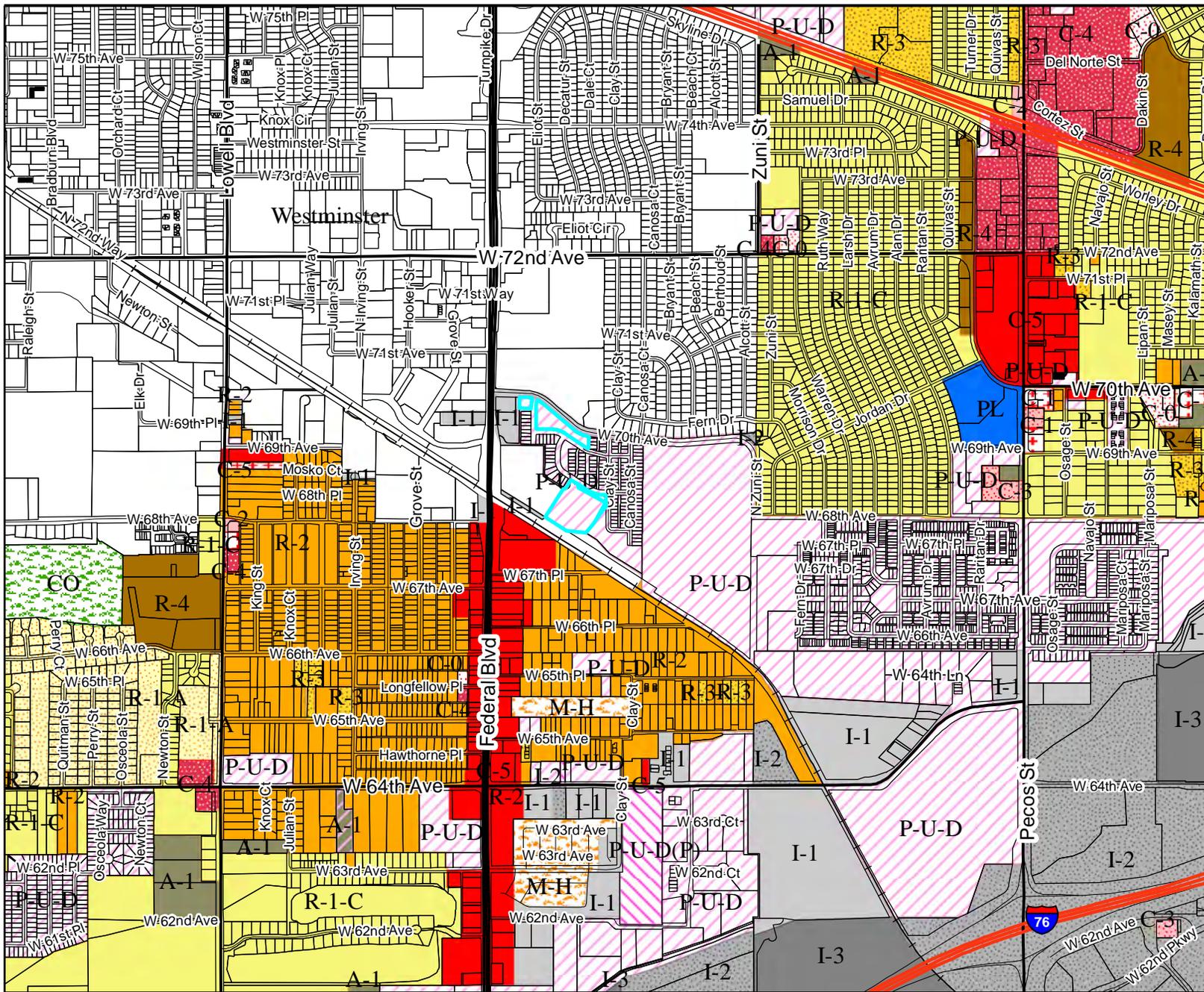
Pomponio Terrace Filings 3 and 4



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)

PRC2018-00002

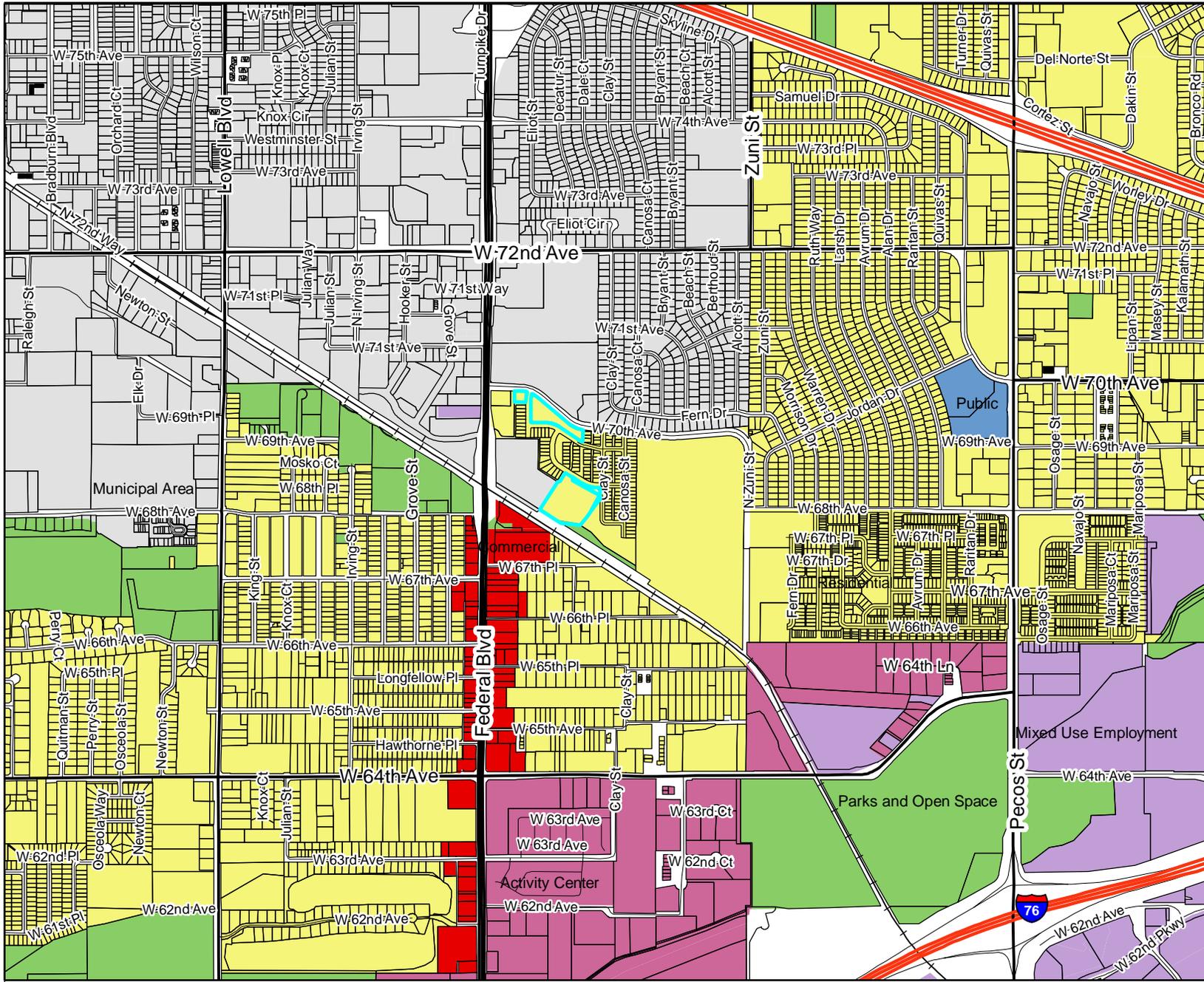
Pomponio Terrace Filings 3 and 4



For display purposes only.



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Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

PRC2018-0002

Pomponio Terrace Filings 3 and 4



For display purposes only.



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FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

© 2017, ALL RIGHTS RESERVED. 12/13/2018 2:46 PM P:\NTL HOLDINGS\POMPONIO FILINGS 3 AND 4\08 CAD\FILINGS 3&4 FDP.DWG

NARRATIVE

A. EXPLANATION OF THE CHARACTERISTICS OF THE PUD

THE POMPONIO TERRACE PRELIMINARY DEVELOPMENT PLAN (PDP) WAS ORIGINALLY APPROVED ON FEBRUARY 17, 2015. THE APPROVED REQUEST WAS FOR:

- 1) THE BOCC APPROVED A PRELIMINARY PLAT AND DEVELOPMENT PLAN FOR 248 SINGLE-FAMILY LOTS ON FEBRUARY 17, 2015. (CASE NUMBER PRC 2014-00014)
- 2) FILING 1 AND FILING 2 FINAL PLATS AND FINAL DEVELOPMENT PLANS (FDP) WERE APPROVED ON OCTOBER 4, 2016 (FDP) AND DECEMBER 13, 2016 (FINAL PLATS AND SIAS). (CASE NUMBER PRC 2016-00004)
 - i. FILING 1 CREATED 74 SINGLE-FAMILY LOTS ON 11.791 ACRES.
 - ii. FILING 2 CREATED 52 SINGLE-FAMILY LOTS ON 8.323 ACRES.
- 3) THE BOCC APPROVED AN AMENDMENT TO THE FILING 1 SIA TO ALLOW CONSTRUCTION OF 4 MODEL HOMES PRIOR TO COMPLETION OF ALL PUBLIC IMPROVEMENTS ON SEPTEMBER 26, 2017. (CASE NUMBER PLN2017-00014)
- 4) THE BOCC APPROVED AN AMENDMENT TO THE PDP TO ALLOW SINGLE-FAMILY ATTACHED (TOWNHOMES) ON FEBRUARY 27, 2018. (CASE NUMBER PUD2017-00002.)
- 5) THE FDP FOR FILINGS 3 AND 4 APPLIES TO APPROXIMATELY 6.46 ACRES EXCLUDING FILINGS NO.1 AND NO. 2, CONSISTING OF 114 ATTACHED SINGLE FAMILY TOWNHOMES, AND LANDSCAPED OPEN SPACE AREAS. THE FILING(S) ARE LOCATED ON THE EAST SIDE OF FEDERAL BOULEVARD, SOUTH OF 70TH AVENUE, AND NORTH OF LITTLE DRY CREEK. TWO POINTS OF ACCESS FOR BOTH FILINGS WILL BE PROVIDED ON 70TH AVENUE WITH THE APPROVED FILINGS NO. 1 AND 2 IMPROVEMENTS.

THE ADDITION OF LOW-MAINTENANCE LIVING (NO YARD MAINTENANCE) THROUGH THE ATTACHED PRODUCT PROVIDES AN OFFERING FOR RESIDENTS NEEDING OR WANTING A LOW MAINTENANCE LIFESTYLE. TOWNHOMES TYPICALLY HAVE LOWER COSTS OF OWNERSHIP AS WELL AS BENEFIT FROM COMMON AREA MAINTENANCE, SNOW REMOVAL AND LANDSCAPING. LARGE SCALE OUTSIDE REPAIRS ARE LIMITED HELPING PROVIDE PREDICTABLE MONTHLY OWNERSHIP COSTS.

APPROVED FILINGS			
FILING NUMBER	APPROVED LOTS	REAR LOADED	FRONT LOADED
FILING 1	74	48	26
FILING 2	52	27	25
PROPOSED FILINGS			
FILING NUMBER	PROPOSED LOTS	TOWNHOMES	
FILING 3	33	33	
FILING 4	81	81	

B. POTENTIAL IMPACT ON THE SURROUNDING AREA

THE DEVELOPMENT AND ITS SITE PLAN ARE CONSISTENT WITH THE 2012 ADAMS COUNTY COMPREHENSIVE PLAN. THE COMPREHENSIVE PLAN DESIGNATES THE AREA AS URBAN RESIDENTIAL, WHICH IS DESIGNATED FOR SINGLE FAMILY HOUSING AT URBAN DENSITIES AND INTENDED TO PROVIDE FOR DEVELOPMENT OF RESIDENTIAL NEIGHBORHOODS WITH A VARIETY OF HOUSING TYPES, URBAN SERVICES, AND TRANSPORTATION FACILITIES. THE DEVELOPMENT IS CONSISTENT WITH THIS DESIGNATION AND HAS BEEN PLANNED TO INCORPORATE THE CONCEPTS OF A TRANSIT ORIENTED DEVELOPMENT (TOD), THE STRENGTHS AND LESSONS-LEARNED FROM THE ADJACENT MIDTOWN AT CLEAR CREEK (MIDTOWN) DEVELOPMENT, AND TO TAKE ADVANTAGE OF THE PLANNED WESTMINSTER LIGHT RAIL (FASTRACKS) STATION LOCATED WITHIN A QUARTER MILE FROM THE SITE. ADDITIONALLY, THE PROPERTY IS WITHIN ADAMS COUNTY'S FEDERAL BOULEVARD FRAMEWORK PLAN AND HAS BEEN PROGRAMMED TO COMPLY WITH THE TENETS OF THAT PLAN.

AS MENTIONED IN THE PLAN, TOD STYLE LAND USE PATTERNS MAY NECESSITATE SPECIALIZED DESIGN STANDARDS TO ENCOURAGE THE TYPE OF DEVELOPMENT REFLECTED IN THE PLAN (PAGE 10). IN ADDITION, THE FLOODPLAIN TO THE SOUTH OF THE SITE, AND THE NATURAL FLOW OF STORMWATER TO THE SOUTHEAST CREATES THE NEED TO PROVIDE A MORE DENSE SITE PLAN TO ALLOW FOR THOSE CONDITIONS. LASTLY, THE EDGE CONDITIONS, IN PARTICULAR TO THE WEST, ALONG FEDERAL BOULEVARD NECESSITATE CREATING A STRONG SENSE OF PLACE IN DESIGN. IT IS ALSO CONSISTENT WITH THE FRAMEWORK PLANS' GOALS TO BRING MORE URBANITY TO THE SUBURBS.

THE SITE INCORPORATES THE NATURAL FEATURES BY MEETING THE COUNTY REQUIREMENTS FOR OPEN SPACE AS WELL AS ORIENTING THE PROJECT OPEN SPACE TO THE LITTLE DRY CREEK TRAIL SYSTEM AND FLOODPLAIN AREA. THE ADDITION OF THE USE OF MEWS PROVIDE ADDITIONAL INTERNAL GREENWAYS FOR RESIDENTS AND IS ANTICIPATED TO INCLUDE INTERNAL TRAIL CONNECTIONS. BECAUSE OF THE SITES PROXIMITY TO THE LITTLE DRY CREEK TRAILS AND THE WESTMINSTER TOD, THE PLAN SEEKS TO CONNECT TO THOSE TRAILS IDENTIFIED IN THE FEDERAL BOULEVARD FRAMEWORK PLAN. IN ADDITION, THE PROJECT MEETS THE GOALS OF THE FRAMEWORK PLAN BY PROVIDING DENSITY IN CLOSE PROXIMITY TO THE TOD.

C. CONTEMPLATED DENSITIES AND LAND COVERAGE

THIS FDP CONSISTS OF 114 LOTS WHICH PROVIDE A DENSITY OF 18.4 DWELLING UNITS PER ACRE. THE FDP FOR FILINGS 3 AND 4 IS PROPOSING 30% OF THE LAND TO BE DEDICATED AS OPEN SPACE AND WILL PROVIDE A TRAIL CONNECTION TO THE SOUTHERN LITTLE DRY CREEK OPEN SPACE. THE ENTIRE DEVELOPMENT (FILINGS 1, 2, 3 & 4) WILL MEET THE 30% OPEN SPACE, AND OPEN SPACE AREAS WILL BE CALCULATED IN CONFORMANCE WITH THE DEFINITION IN THE COUNTY'S DEVELOPMENT STANDARDS.

D. NUMBER, TYPE, AND SIZE OF BUILDINGS OR UNITS

114 TOWNHOME LOTS ARE PROPOSED. THERE IS ONE TOWNHOME TYPE PROPOSED AS STATED BELOW. THE TOWNHOME UNIT BLOCKS RANGE FROM THREE ATTACHED UNITS TO SIX ATTACHED UNITS.

TOWNHOMES/REAR-LOADED

THE PROPOSED FILINGS CONSIST OF TOWNHOMES DESIGNED FOR RESIDENTS WHO WANT TO LIVE IN AN ATTACHED BLOCK WHICH IS MORE AFFORDABLE DUE TO SMALLER LOT SIZES, SHARED WALLS, AND FEWER INDIVIDUAL MAINTENANCE REQUIREMENTS. THE LOTS ARE REAR ALLEY-LOADED WITH 2-CAR GARAGES AND THE FRONT DOOR OPENS TO OPEN SPACE AND LANDSCAPED AREAS.

DESCRIPTION - COUNTY STANDARD	AREA (AC.)
TOTAL PROJECT AREA (FILINGS 1, 2, 3 & 4)	26.668
TOTAL PROJECT LANDSCAPE OPEN SPACE REQUIRED (30%)	8.000
TOTAL PROJECT ACTIVE OPEN SPACE REQUIRED (25% OF TOTAL PROJECT OPEN SPACE)	2.000

E. APPROXIMATE PROVISIONS FOR PARKING

PARKING IS PROVIDED WITH EACH TOWNHOME HAVING A 2-CAR GARAGE. THE PRIVATE ALLEYS ARE DESIGNED TO CONNECT TO THE INTERNAL LOCAL STREET SYSTEM. 26-FOOT WIDE ALLEYS ARE FOR PASSENGER VEHICLE AND GARBAGE TRUCK ACCESS ONLY AND ALLOWS FOR ALLEY-ACCESSED GARAGES. NO PARKING WILL BE ALLOWED OUTSIDE THE GARAGES OR WITHIN THE ALLEY RIGHT-OF-WAY. GUEST PARKING IS PROVIDED ALONG ADJACENT PUBLIC STREETS AND WITHIN OFF-STREET SPACES INTERNAL TO EACH FILING. OFF-STREET PARKING SHALL BE DESIGNATED AS "GUEST PARKING" AND IDENTIFIED WITH APPROPRIATE SIGNAGE. PARKING QUANTITIES SHALL MEET COUNTY REQUIREMENTS.

FILING NO. 3 (33 UNITS)

GARAGE SPACES REQUIRED = 66	SPACES PROVIDED = 66
GUEST SPACES REQUIRED = 17	SPACES PROVIDED = 36
TOTAL SPACES REQUIRED = 83	SPACES PROVIDED = 102

FILING NO. 4 (81 UNITS)

GARAGE SPACES REQUIRED = 162	SPACES PROVIDED = 162
GUEST SPACES REQUIRED = 41	SPACES PROVIDED = 63
TOTAL SPACES REQUIRED = 203	SPACES PROVIDED = 225

F. CIRCULATION AND ROAD PATTERNS

TO HELP ENSURE A PEDESTRIAN-FRIENDLY ENVIRONMENT, THE PLANNED CIRCULATION PATTERNS ALLOW FOR DISTRIBUTION OF INTERNAL TRAFFIC THROUGH THE DEVELOPMENT. THE VEHICULAR ROAD PATTERN FOR POMPONIO TERRACE WILL INTEGRATE THE EXISTING AND PROPOSED ROADWAY SYSTEMS. PROPOSED ALLEYS CONNECT WITH ELIOT STREET AND 69TH AVENUE AND ALSO CONNECT WITH DECATUR STREET AND CLAY STREET APPROVED IN FILINGS NO. 1 AND 2. THE APPROVED FILINGS 1 AND 2 AREA INCLUDES ACCESS TO FEDERAL BOULEVARD VIA EXISTING 70TH AVENUE WITH TWO CONNECTIONS FROM POMPONIO TERRACE. ALL STREETS MEET THE ADAMS COUNTY ROADWAY STANDARDS. INTERNAL WALKS SHALL PROVIDE ACCESS BETWEEN UNITS TO TOWNHOME FRONT DOORS. INTERNAL WALKS WILL ALSO PROVIDE CONNECTIVITY FROM EACH UNIT TO ATTACHED WALKS ADJACENT TO PUBLIC STREETS.

G. OWNERSHIP AND MAINTENANCE OF COMMON AREAS

THE POMPONIO TERRACE METROPOLITAN DISTRICT (PTMD) IS RESPONSIBLE FOR THE ENFORCEMENT OF LANDSCAPE MAINTENANCE WITHIN DEDICATED OPEN SPACE TRACTS, LANDSCAPE & ACCESS EASEMENTS IN TOWNHOME LOTS AND DEDICATED ALLEY TRACTS. THE COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ALL LOCAL STREETS WITHIN THE LIMITS OF THE STREET RIGHT-OF-WAY AFTER FINAL ACCEPTANCE HAS BEEN GRANTED. THE (PTMD) WILL BE RESPONSIBLE FOR REMOVAL OF SNOW, ICE, SLEET DEBRIS OR OTHER OBSTRUCTIONS FROM THE SIDEWALK AS WELL AS MAINTENANCE TO THE SIDEWALK.

FILINGS NO. 3 & 4 ARE INTENDED TO BE A ZERO-MAINTENANCE TOWNHOME COMMUNITY. WITHIN TOWNHOME LANDSCAPE & ACCESS EASEMENTS, LANDSCAPING WILL BE INSTALLED BY THE TOWNHOME BUILDER.

H. TYPE, LOCATION, EXAMPLES OF COPY AND CONSTRUCTION SIGNS

THE MONUMENT SIGN APPROVED FOR FILINGS NO. 1 AND 2 IS EAST OF THE ELIOT STREET AND WEST 70TH AVENUE INTERSECTION.

I. TYPE AND ALLOCATION OF ALL USES INCLUDING PERMITTED USES, USES PERMITTED AFTER AMENDMENT TO THE PUD AND PROHIBITED USES

THE DESIGN INTENT FOR POMPONIO TERRACE IS TO CREATE A SINGLE FAMILY COMMUNITY THAT INCLUDES A VARIETY OF HOUSING TYPES INCLUDING SINGLE-FAMILY DETACHED AS WELL AS ATTACHED VARYING FROM 3-6 UNITS.

J. LOCATION AND TYPES OF LANDSCAPING AND MAINTENANCE PROVISIONS

REQUIRED OPEN SPACE AND ACTIVE RECREATION AREAS WILL CONFORM WITH ORIGINAL PDP REQUIREMENTS. TREE LAWNS ALONG 70TH AVENUE AND GREEN COURTS FRONTING LARGE PARK/OPEN SPACE AREAS AT THE SOUTH ARE TO BE MAINTAINED BY THE PTMD.

K. DESCRIPTION OF BUILDING ENVELOPES INCLUDING SQUARE FOOTAGE AND/OR NUMBER OF UNITS. MINIMUM SETBACKS, HEIGHT, GENERAL EXTERNAL CHARACTERISTICS.

THERE ARE 114 TOWNHOME LOTS INCLUDED IN THIS FDP. SETBACKS ARE BASED ON REQUIREMENTS FROM ADAMS COUNTY. REFER TO THE BULK & DIMENSIONS STANDARDS SHEET.

ARCHITECTURAL DESIGN ALLOWS FOR INCORPORATION OF A VARIETY OF ARCHITECTURAL STYLES. ALL TOWNHOMES SHALL HAVE A COVERED PORCH OR STOOP ON ALL GROUND FLOORS. THE MAXIMUM HEIGHT OF TOWNHOME UNITS SHALL BE 41 FEET. ALL COMMUNITY DEVELOPMENT ON THE PROPERTY SHOULD COMPLY WITH THESE STANDARDS WHEN THEY ARE ADOPTED BY THE DESIGN REVIEW COMMITTEE (DRC).

L. COVENANTS TO BE IMPOSED ON THE PUD

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) SHALL BE IMPOSED ON THIS PUD, TO BE ENFORCED BY THE PTMD.

M. ADDITIONAL CONTROLS SUCH AS ARCHITECTURAL CONTROL COMMITTEE OF A HOME OWNER'S ASSOCIATION

THE PTMD WILL ENFORCE DESIGN STANDARDS THROUGH CC&RS. ALL ARCHITECTURAL STYLES OF PROPOSED BUILDINGS SHALL REQUIRE APPROVAL BY THE PTMD DRC AND SHALL BE CONSISTENT WITH THE DESIGN GUIDELINES FOR THIS COMMUNITY FOR OVERALL ARCHITECTURAL INTENT.

N. UTILIZATION AND LOCATION OF ANY OUTDOOR STORAGE

ALL PROPOSED MARKETING/TEMPORARY STORAGE OR ANY OTHER ACCESSORY STRUCTURE IS PROHIBITED ON TOWNHOME LOTS.

O. UTILITY SERVICE PROVIDERS

CRESTVIEW WATER AND SANITATION DISTRICT HAS INDICATED THEY HAVE ADEQUATE CAPABILITY TO SERVE THIS PROPERTY WITH BOTH WATER AND SANITARY SEWER. XCEL ENERGY WILL PROVIDE GAS AND ELECTRIC SERVICES TO THE PROPERTY. APPROPRIATE EASEMENTS FOR ASSOCIATED IMPROVEMENTS AND UTILITY LINES ARE TO BE INCLUDED ON THE FILINGS 3 AND 4 AREA FINAL PLAN. SANITARY SEWER MAINS IN ALLEY TRACTS AND UP TO RECEIVING MANHOLES WITHIN THE RIGHT-OF-WAY SHALL BE OWNED AND MAINTAINED BY THE MASTER COMMUNITY ASSOCIATION.

P. ESTIMATED TIMETABLE FOR DEVELOPMENT

THE ESTIMATED LENGTH OF TIME FOR BUILD-OUT OF THE FUTURE FILING(S) AREA OF POMPONIO TERRACE IS 3-5 YEARS, BEGINNING FALL 2017.

Q. ANY OTHER PERTINENT FACTORS CONCERNING THE DEVELOPMENT

ADAMS COUNTY FIRE DISTRICT WILL SERVICE POMPONIO TERRACE.

FILE NO. _____
MAP NO. _____
RECEPTION NO. _____

501 S. Cherry St
Glendale, CO 80202
www.ees.us.co
303-572-791

ENTITLEMENT AND
ENGINEERING SOLUTIONS, Inc.

ENTITLEMENT AND
ENGINEERING SOLUTIONS, Inc.

FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4

ADAMS COUNTY, CO 80030

WRITTEN NARRATIVE

PROJECT NO: PHT004.01

DESIGNED BY: JNA

DRAWN BY: EPT

DATE: 12/12/2018

3

FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

OWNER/APPLICANT

POMPONIO TERRACE HOLDINGS, LLC
1140 US HWY 287 #400-125
BROOMFIELD, COLORADO 80020
ATTN: JAMES MERLINO
P: (303) 810-7224

PLANNER

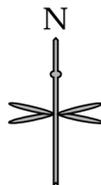
PCS GROUP INC.
P.O. BOX 18287
DENVER, CO 80218
ATTN: JIM IVY
P: (303) 531-4905

ENGINEERING CONSULTANT

ENTITLEMENT AND ENGINEERING SOLUTIONS, INC.
501 S. CHERRY STREET, SUITE 300
GLENDALE, COLORADO 80246
ATTN: JON N. ANDRESEN JR., PE
P: (303) 601-7702

LEGAL DESCRIPTION

SEE SHEET 2



VICINITY MAP
1" = 2,000'

SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	LEGAL DESCRIPTION
3	WRITTEN NARRATIVE
4	FILING NO. 3 SETBACK PLAN
5	FILING NO. 4 SETBACK PLAN
6	FILINGS NO. 3 & 4 OVERALL SITE PLAN
7	PEDESTRIAN AND MOBILITY PLAN
8	FILING NO. 3 SITE PLAN
9	FILING NO. 4 SITE PLAN
10	LANDSCAPE COVER SHEET
11	NOTES & PLANT SCHEDULE
12	RESIDENTIAL LANDSCAPE STANDARDS
13	OVERALL FENCING, LANDSCAPE & WALK CONNECTION PLAN-FILING NO. 3
14	LANDSCAPE PLAN-FILING NO. 3
15	LANDSCAPE PLAN-FILING NO. 3
16	LANDSCAPE PLAN OUTLOT A
17	OVERALL LANDSCAPE, FENCING & WALK CONNECTION PLAN-FILING NO. 4
18	LANDSCAPE PLAN-FILING NO. 4
19	LANDSCAPE PLAN-FILING NO. 4
20	LANDSCAPE PLAN-FILING NO. 4
21	LANDSCAPE PLAN-FILING NO. 4
22	LANDSCAPE PLAN-ENHANCED ACTIVITY AREA
23	SITE & LANDSCAPE DETAILS
24	SITE & LANDSCAPE DETAILS
25	SITE & LANDSCAPE DETAILS
26	SITE & LANDSCAPE DETAILS
27	SITE & LANDSCAPE DETAILS
28	ARCHITECTURAL STANDARDS

CERTIFICATE OF OWNERSHIP

I, JAMES MERLINO, AS MANAGER OF HUNTERDON LLC, THE MANAGER OF POMPONIO TERRACE HOLDINGS LLC, BEING THE OWNER OF POMPONIO TERRACE IN THE COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREON.

OWNER'S SIGNATURE _____

STATE _____

COUNTY _____

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT AND ACCEPTANCE BY DISTRICT

I, _____ AS DISTRICT MANAGER OF CRESTVIEW WATER AND SANITATION DISTRICT, WHICH HAS AN ADDRESS OF 7145 MARIPOSA STREET, DENVER, CO 80221, HEREBY ACKNOWLEDGE AND ACCEPT THE DEDICATION, GRANT, SALE, REMISE AND CONVEYANCE OF NON-EXCLUSIVE UTILITY EASEMENTS WITHIN POMPONIO TERRACE FILINGS NO. 3 AND 4, COUNTY OF ADAMS, STATE OF COLORADO.

BY: _____
DISTRICT MANAGER

DATE: _____

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION

THIS ____ DAY OF _____, 20____.

BY: _____
CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS

THIS ____ DAY OF _____, 20____.

BY: _____
CHAIR

STAFF REVIEW

APPROVED AS TO FORM BY:

COMMUNITY AND ECONOMIC DEVELOPMENT

COUNTY ATTORNEY

ADDITIONS AND DELETIONS:

THE FOLLOWING ADDITIONS AND DELETIONS IN THE PUD WERE MADE BY THE BOARD OF COUNTY COMMISSIONERS AT THE TIME OF APPROVAL:

CERTIFICATE OF THE CLERK AND RECORDER

THIS FINAL DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO

AT ____ M. ON THE ____ DAY OF _____, 20____.

COUNTY CLERK AND RECORDER

BY: DEPUTY _____

FILE NO. _____

MAP NO. _____

RECEPTION NO. _____

501 S. Cherry Street
Glendale, CO 80246
www.ees.us.com
303-572-7997



**FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4**
 ADAMS COUNTY, CO 80030
COVER SHEET

PROJECT NO: PHT004.01
DESIGNED BY: JNA
DRAWN BY: EPT
DATE: 12/12/2018

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FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 23053, FROM WHICH POINT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 17668, BEARS NORTH 89°37'42" EAST, A DISTANCE OF 2637.26 FEET;

THENCE SOUTH 00°47'38" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1398.86 FEET (DEEDED AS 1400');

THENCE SOUTH 89°12'22" EAST ALONG THE SOUTH LINE OF WEST 70TH AVENUE, AS CONVEYED IN DEED RECORDED IN BOOK 536 AT PAGE 311, A DISTANCE OF 286.05 FEET (DEEDED AS 286 FEET) TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302, BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF WEST 70TH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 89°12'22" EAST, A DISTANCE OF 64.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 39°23'37", AN ARC DISTANCE OF 178.76 FEET (CHORD BEARS SOUTH 69°30'34" EAST, 175.26 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
3. SOUTH 49°48'45" EAST, A DISTANCE OF 396.77 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 33°19'31", AN ARC DISTANCE OF 197.76 FEET (CHORD BEARS SOUTH 66°28'31" EAST, 194.98 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
5. SOUTH 83°08'16" EAST, A DISTANCE OF 519.78 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

THENCE SOUTH 00°33'25" WEST ALONG THE WEST LINE OF LOT 1, BLOCK 1, SUNDSTRAND SUBDIVISION, RECORDED UNDER RECEPTION NO. A026680, A DISTANCE OF 1299.66 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;

THENCE ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5158 AT PAGE 820 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 57°33'55" WEST, A DISTANCE OF 382.30 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
2. NORTH 42°16'49" WEST, A DISTANCE OF 182.93 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
3. NORTH 57°33'55" WEST, A DISTANCE OF 130.95 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
4. NORTH 84°23'03" WEST, A DISTANCE OF 196.86 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

THENCE NORTH 57°33'55" WEST ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 5158 AT PAGE 820, A DISTANCE OF 244.38 FEET;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 1299 PAGE AT 154 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 31°56'08" EAST, A DISTANCE OF 336.17 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
2. NORTH 58°03'52" WEST, A DISTANCE OF 235.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
3. NORTH 00°48'38" EAST, A DISTANCE OF 303.09 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
4. NORTH 89°11'22" WEST, A DISTANCE OF 429.19 FEET;

THENCE ALONG THE EAST LINE OF FEDERAL BOULEVARD AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING TWO (2) COURSES:

1. NORTH 02°03'26" WEST, A DISTANCE OF 24.18 FEET TO A PK NAIL WITH WASHER STAMPED PLS 24667;
2. NORTH 09°19'16" WEST, A DISTANCE OF 72.66 FEET;

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING SIX (6) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 37°48'16", AN ARC DISTANCE OF 46.19 FEET (CHORD BEARS SOUTH 60°05'56" EAST, 45.35 FEET);
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.33 FEET AND A CENTRAL ANGLE OF 11°23'54", AN ARC DISTANCE OF 30.90 FEET (CHORD BEARS SOUTH 35°29'48" EAST, 30.85 FEET);
3. SOUTH 29°47'48" EAST, A DISTANCE OF 16.30 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP WITH ILLEGIBLE MARKINGS;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.43 FEET AND A CENTRAL ANGLE OF 59°29'33", AN ARC DISTANCE OF 24.33 FEET (CHORD BEARS SOUTH 59°32'18" EAST, 23.25 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
5. SOUTH 89°17'04" EAST, A DISTANCE OF 112.36 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
6. NORTH 00°47'38" EAST, A DISTANCE OF 457.36 FEET TO THE POINT OF BEGINNING, CONTAINING 1,161,661 SQUARE FEET, OR 26.6681 ACRES, MORE OR LESS.

RESTRICTION

AS A CONDITION OF SUBDIVISION PLAT APPROVAL, THE COUNTY REQUIRES THAT ALL PROPERTY CONTAINED WITHIN THE BOUNDARIES OR LIMITS OF THIS SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING PLAT RESTRICTION (THIS "RESTRICTION").

AS A MEANS TO PROMOTE EFFICIENT COST-EFFECTIVE RESOLUTION OF DISPUTES PERTAINING TO THE PROPERTY COVERED BY THIS PLAT (THE "PROPERTY"), AND TO AFFIRMATIVELY FURTHER FAIR HOUSING AND HOUSING CHOICE PURSUANT TO THE FAIR HOUSING ACT, TO ENCOURAGE AND FOSTER THE DEVELOPMENT OF AFFORDABLE HOUSING OPTIONS AND TO HELP ENSURE THE CONSTRUCTION OF OWNER-OCCUPIED MULTI-FAMILY HOUSING FOR THE BENEFIT OF COUNTY RESIDENTS, WHICH CONSTRUCTION THE COUNTY UNDERSTANDS IS BECOMING COST PROHIBITIVE DUE TO INCREASING AND EXCESSIVE LITIGATION COSTS, IT SHALL BE A REQUIREMENT THAT THE FOLLOWING CLAIMS INVOLVING THE PROPERTY SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A JUDICIAL PROCEEDING:

ANY AND ALL CLAIMS:

(1) THAT ARE BETWEEN ANY TWO OR MORE OF THE FOLLOWING PERSONS OR ENTITIES:

- (A) ANY OWNER OF ANY PORTION OF THE PROPERTY,
- (B) ANY ORGANIZATION, ENTITY OR GROUP THAT PURPORTS TO REPRESENT OWNERS OF ANY PORTION OF THE PROPERTY, EVEN THOUGH THERE WILL NOT BE A COMMON INTEREST COMMUNITY ASSOCIATION CREATED WITH RESPECT TO THE PROPERTY,
- (C) THE SUBDIVIDER, DEVELOPER OR ANY CONTRACTOR OR ANYONE CLAIMING UNDER OR THROUGH ANY SUCH PERSONS IDENTIFIED IN (A) AND (B),
- (D) ANY PARTY THAT CONSTRUCTS ANY RESIDENTIAL DWELLING UNITS UPON THE PROPERTY, OR
- (E) ANY CONSTRUCTION PROFESSIONAL AS DEFINED IN THE CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. § 13-20-801, ET SEQ., AS AMENDED, AND

(2) THAT PERTAINS TO ANY OF:

- (A) THE PROPERTY,
- (B) ANY DWELLING UNIT OR OTHER IMPROVEMENTS CONSTRUCTED ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ACTUAL OR ALLEGED DEFECT IN DESIGN, CONSTRUCTION, WORKMANSHIP OR MATERIALS IN SUCH DWELLING UNIT OR OTHER IMPROVEMENTS, OR
- (C) ANY PARTY WALL COVENANT OR SIMILAR INSTRUMENT (A "PARTY WALL COVENANT") WHICH AFFECTS ALL OR ANY PORTION OF THE PROPERTY.

THE FOREGOING SHALL NOT PRECLUDE ANY OF THE FOREGOING PARTIES FROM ENDEAVORING TO RESOLVE ANY SUCH CLAIM THROUGH EITHER NEGOTIATION OR MEDIATION BEFORE SUBMITTING SUCH CLAIM TO BINDING ARBITRATION. ADDITIONALLY, IF THE PROPERTY IS NOW OR HEREAFTER SUBJECT TO A PARTY WALL COVENANT, PROVISIONS OF THE PARTY WALL COVENANT THAT IMPLEMENT AND EXPAND UPON THE REQUIREMENTS OF THIS RESTRICTION SHALL BE FULLY EFFECTIVE AND SUCH PARTY WALL COVENANT MAY EXEMPT CERTAIN CLAIMS FROM THE REQUIREMENT THAT SUCH CLAIMS MUST BE SUBMITTED TO BINDING ARBITRATION; PROVIDED, HOWEVER, THAT ANY SUBSEQUENT AMENDMENT OR CHANGE TO SUCH PARTY WALL COVENANT SHALL NOT BE EFFECTIVE TO ELIMINATE THE REQUIREMENT THAT THE CLAIMS DESCRIBED IN THIS RESTRICTION, INCLUDING BUT NOT NECESSARILY LIMITED TO CONSTRUCTION DEFECT CLAIMS, BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A JUDICIAL PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS RESTRICTION SHALL NOT BE DEEMED TO REQUIRE THAT CLAIMS BROUGHT BY AN OWNER OF A PORTION OF THE PROPERTY AGAINST ANOTHER OWNER OR OWNERS OF OTHER PORTIONS OF THE PROPERTY PURSUANT TO A PARTY WALL COVENANT TO RECOVER AMOUNTS OWED TO THE OWNER BRINGING SUCH CLAIMS, WHERE SUCH AMOUNTS ARE EXPRESSLY MADE PAYABLE BY THE PARTY WALL COVENANT (SUCH AS, WITHOUT LIMITATION, AMOUNTS OWED TO PAY A PORTION OF THE COSTS OF REPAIRING OR REPLACING A PARTY WALL THAT IS DAMAGED) OR TO FORECLOSE ANY LIEN PROVIDED IN THE PARTY WALL COVENANT TO SECURE SUCH AMOUNTS, OR TO OBTAIN A TEMPORARY OR PERMANENT RESTRAINING ORDER AND/OR INJUNCTION FROM A COURT OF LAW PROHIBITING A VIOLATION OF SUCH PARTY WALL COVENANT, SHALL BE SUBJECT TO BINDING ARBITRATION.

FOR PURPOSES OF THIS RESTRICTION, BINDING ARBITRATION SHALL MEAN SUBMISSION OF ANY CLAIM DESCRIBED ABOVE TO A SINGLE ARBITRATOR WHO MUST BE A PERSON QUALIFIED TO CONSIDER AND RESOLVE THE CLAIM WITH THE APPROPRIATE INDUSTRY AND/OR LEGAL EXPERIENCE AND WHO HAS NO FINANCIAL OR PERSONAL INTEREST IN THE CLAIM OR ANY FAMILY, SOCIAL OR SIGNIFICANT PROFESSIONAL ACQUAINTANCE WITH ANY PARTY TO THE ARBITRATION. WITHOUT LIMITING WHO MAY BE CONSIDERED QUALIFIED PURSUANT TO THE PREVIOUS SENTENCE, IN ALL EVENTS THE FOLLOWING PERSONS SHALL BE DEEMED QUALIFIED IF HE/SHE HAS NO FINANCIAL OR PERSONAL INTEREST IN THE CLAIM OR ANY FAMILY, SOCIAL OR SIGNIFICANT PROFESSIONAL ACQUAINTANCE WITH ANY PARTY TO THE ARBITRATION: A RETIRED COLORADO STATE DISTRICT COURT JUDGE OR RETIRED FEDERAL DISTRICT COURT JUDGE OR THROUGH THE USE OF SUCH ORGANIZATION THAT SUCH RETIRED JUDGE MAY BE A MEMBER OF, INCLUDING SUCH ORGANIZATIONS AS THE JUDICIAL ARBITER GROUP OR ITS SUCCESSORS. IN SUCH ARBITRATION, THE FEES AND COSTS OF THE ARBITRATION SHALL BE BORNE PRO RATA BY THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED UTILIZING SUCH RULES OF PROCEDURE AS THE ARBITRATOR MAY REASONABLY ADOPT TO PROMOTE THE EFFICIENT AND ECONOMICAL RESOLUTION OF ANY SUCH CLAIM. THIS RESTRICTION SHALL BE BINDING UPON ALL SUCCESSORS IN INTEREST, GRANTEES, OWNERS, HEIRS, ASSIGNS, AND ALL OTHERS WHO ACQUIRE AN INTEREST IN OR TO THE PROPERTY.

FILE NO. _____

MAP NO. _____

RECEPTION NO. _____

501 S. Cherry Street
Glendale, CO 80246
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303-572-7997

EES
ENTITLEMENT AND
ENGINEERING SOLUTIONS, Inc.



ADAMS COUNTY, CO 80030

**FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
LEGAL DESCRIPTION**

PROJECT NO:	PHT004.01
DESIGNED BY:	JNA
DRAWN BY:	EPT
DATE:	12/12/2018
2	

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FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

A PLANNED UNIT DEVELOPMENT

ADAMS COUNTY, COLORADO 80030

NARRATIVE

A. EXPLANATION OF THE CHARACTERISTICS OF THE PUD

THE POMPONIO TERRACE PRELIMINARY DEVELOPMENT PLAN (PDP) WAS ORIGINALLY APPROVED ON FEBRUARY 17, 2015. THE APPROVED REQUEST WAS FOR:

- 1) THE BOCC APPROVED A PRELIMINARY PLAT AND DEVELOPMENT PLAN FOR 248 SINGLE-FAMILY LOTS ON FEBRUARY 17, 2015. (CASE NUMBER PRC 2014-00014)
- 2) FILING 1 AND FILING 2 FINAL PLATS AND FINAL DEVELOPMENT PLANS (FDP) WERE APPROVED ON OCTOBER 4, 2016 (FDP) AND DECEMBER 13, 2016 (FINAL PLATS AND SIAS). (CASE NUMBER PRC 2016-00004)
 - i. FILING 1 CREATED 74 SINGLE-FAMILY LOTS ON 11.791 ACRES.
 - ii. FILING 2 CREATED 52 SINGLE-FAMILY LOTS ON 8.323 ACRES.
- 3) THE BOCC APPROVED AN AMENDMENT TO THE FILING 1 SIA TO ALLOW CONSTRUCTION OF 4 MODEL HOMES PRIOR TO COMPLETION OF ALL PUBLIC IMPROVEMENTS ON SEPTEMBER 26, 2017. (CASE NUMBER PLN2017-00014)
- 4) THE BOCC APPROVED AN AMENDMENT TO THE PDP TO ALLOW SINGLE-FAMILY ATTACHED (TOWNHOMES) ON FEBRUARY 27, 2018. (CASE NUMBER PUD2017-00002.)
- 5) THE FDP FOR FILINGS 3 AND 4 APPLIES TO APPROXIMATELY 6.46 ACRES EXCLUDING FILINGS NO. 1 AND NO. 2, CONSISTING OF 114 ATTACHED SINGLE FAMILY TOWNHOMES, AND LANDSCAPED OPEN SPACE AREAS. THE FILING(S) ARE LOCATED ON THE EAST SIDE OF FEDERAL BOULEVARD, SOUTH OF 70TH AVENUE, AND NORTH OF LITTLE DRY CREEK. TWO POINTS OF ACCESS FOR BOTH FILINGS WILL BE PROVIDED ON 70TH AVENUE WITH THE APPROVED FILINGS NO. 1 AND 2 IMPROVEMENTS.

THE ADDITION OF LOW-MAINTENANCE LIVING (NO YARD MAINTENANCE) THROUGH THE ATTACHED PRODUCT PROVIDES AN OFFERING FOR RESIDENTS NEEDING OR WANTING A LOW MAINTENANCE LIFESTYLE. TOWNHOMES TYPICALLY HAVE LOWER COSTS OF OWNERSHIP AS WELL AS BENEFIT FROM COMMON AREA MAINTENANCE, SNOW REMOVAL AND LANDSCAPING. LARGE SCALE OUTSIDE REPAIRS ARE LIMITED HELPING PROVIDE PREDICTABLE MONTHLY OWNERSHIP COSTS.

APPROVED FILINGS			
FILING NUMBER	APPROVED LOTS	REAR LOADED	FRONT LOADED
FILING 1	74	48	26
FILING 2	52	27	25
PROPOSED FILINGS			
FILING NUMBER	PROPOSED LOTS	TOWNHOMES	
FILING 3	33	33	
FILING 4	81	81	

B. POTENTIAL IMPACT ON THE SURROUNDING AREA

THE DEVELOPMENT AND ITS SITE PLAN ARE CONSISTENT WITH THE 2012 ADAMS COUNTY COMPREHENSIVE PLAN. THE COMPREHENSIVE PLAN DESIGNATES THE AREA AS URBAN RESIDENTIAL, WHICH IS DESIGNATED FOR SINGLE FAMILY HOUSING AT URBAN DENSITIES AND INTENDED TO PROVIDE FOR DEVELOPMENT OF RESIDENTIAL NEIGHBORHOODS WITH A VARIETY OF HOUSING TYPES, URBAN SERVICES, AND TRANSPORTATION FACILITIES. THE DEVELOPMENT IS CONSISTENT WITH THIS DESIGNATION AND HAS BEEN PLANNED TO INCORPORATE THE CONCEPTS OF A TRANSIT ORIENTED DEVELOPMENT (TOD), THE STRENGTHS AND LESSONS-LEARNED FROM THE ADJACENT MDTOWN AT CLEAR CREEK (MIDTOWN) DEVELOPMENT, AND TO TAKE ADVANTAGE OF THE PLANNED WESTMINSTER LIGHT RAIL (FASTRACKS) STATION LOCATED WITHIN A QUARTER MILE FROM THE SITE. ADDITIONALLY, THE PROPERTY IS WITHIN ADAMS COUNTY'S FEDERAL BOULEVARD FRAMEWORK PLAN AND HAS BEEN PROGRAMMED TO COMPLY WITH THE TENETS OF THAT PLAN.

AS MENTIONED IN THE PLAN, TOD STYLE LAND USE PATTERNS MAY NECESSITATE SPECIALIZED DESIGN STANDARDS TO ENCOURAGE THE TYPE OF DEVELOPMENT REFLECTED IN THE PLAN (PAGE 10). IN ADDITION, THE FLOODPLAIN TO THE SOUTH OF THE SITE, AND THE NATURAL FLOW OF STORMWATER TO THE SOUTHEAST CREATES THE NEED TO PROVIDE A MORE DENSE SITE PLAN TO ALLOW FOR THOSE CONDITIONS. LASTLY, THE EDGE CONDITIONS, IN PARTICULAR TO THE WEST, ALONG FEDERAL BOULEVARD NECESSITATE CREATING A STRONG SENSE OF PLACE IN DESIGN. IT IS ALSO CONSISTENT WITH THE FRAMEWORK PLANS' GOALS TO BRING MORE URBANITY TO THE SUBURBS.

THE SITE INCORPORATES THE NATURAL FEATURES BY MEETING THE COUNTY REQUIREMENTS FOR OPEN SPACE AS WELL AS ORIENTING THE PROJECT OPEN SPACE TO THE LITTLE DRY CREEK TRAIL SYSTEM AND FLOODPLAIN AREA. THE ADDITION OF THE USE OF MEWS PROVIDE ADDITIONAL INTERNAL GREENWAYS FOR RESIDENTS AND IS ANTICIPATED TO INCLUDE INTERNAL TRAIL CONNECTIONS. BECAUSE OF THE SITES PROXIMITY TO THE LITTLE DRY CREEK TRAILS AND THE WESTMINSTER TOD, THE PLAN SEEKS TO CONNECT TO THOSE TRAILS IDENTIFIED IN THE FEDERAL BOULEVARD FRAMEWORK PLAN. IN ADDITION, THE PROJECT MEETS THE GOALS OF THE FRAMEWORK PLAN BY PROVIDING DENSITY IN CLOSE PROXIMITY TO THE TOD.

C. CONTEMPLATED DENSITIES AND LAND COVERAGE

THIS FDP CONSISTS OF 114 LOTS WHICH PROVIDE A DENSITY OF 18.4 DWELLING UNITS PER ACRE. THE FDP FOR FILINGS 3 AND 4 IS PROPOSING 30% OF THE LAND TO BE DEDICATED AS OPEN SPACE AND WILL PROVIDE A TRAIL CONNECTION TO THE SOUTHERN LITTLE DRY CREEK OPEN SPACE. THE ENTIRE DEVELOPMENT (FILINGS 1, 2, 3 & 4) WILL MEET THE 30% OPEN SPACE, AND OPEN SPACE AREAS WILL BE CALCULATED IN CONFORMANCE WITH THE DEFINITION IN THE COUNTY'S DEVELOPMENT STANDARDS.

D. NUMBER, TYPE, AND SIZE OF BUILDINGS OR UNITS

114 TOWNHOME LOTS ARE PROPOSED. THERE IS ONE TOWNHOME TYPE PROPOSED AS STATED BELOW. THE TOWNHOME UNIT BLOCKS RANGE FROM THREE ATTACHED UNITS TO SIX ATTACHED UNITS.

TOWNHOMES/REAR-LOADED

THE PROPOSED FILINGS CONSIST OF TOWNHOMES DESIGNED FOR RESIDENTS WHO WANT TO LIVE IN AN ATTACHED BLOCK WHICH IS MORE AFFORDABLE DUE TO SMALLER LOT SIZES, SHARED WALLS, AND FEWER INDIVIDUAL MAINTENANCE REQUIREMENTS. THE LOTS ARE REAR ALLEY-LOADED WITH 2-CAR GARAGES AND THE FRONT DOOR OPENS TO OPEN SPACE AND LANDSCAPED AREAS.

DESCRIPTION - COUNTY STANDARD	AREA (AC.)
TOTAL PROJECT AREA (FILINGS 1, 2, 3 & 4)	26.668
TOTAL PROJECT LANDSCAPE OPEN SPACE REQUIRED (30%)	8.000
TOTAL PROJECT ACTIVE OPEN SPACE REQUIRED (25% OF TOTAL PROJECT OPEN SPACE)	2.000

E. APPROXIMATE PROVISIONS FOR PARKING

PARKING IS PROVIDED WITH EACH TOWNHOME HAVING A 2-CAR GARAGE. THE PRIVATE ALLEYS ARE DESIGNED TO CONNECT TO THE INTERNAL LOCAL STREET SYSTEM. 26-FOOT WIDE ALLEYS ARE FOR PASSENGER VEHICLE AND GARBAGE TRUCK ACCESS ONLY AND ALLOWS FOR ALLEY-ACCESSED GARAGES. NO PARKING WILL BE ALLOWED OUTSIDE THE GARAGES OR WITHIN THE ALLEY RIGHT-OF-WAY. GUEST PARKING IS PROVIDED ALONG ADJACENT PUBLIC STREETS AND WITHIN OFF-STREET SPACES INTERNAL TO EACH FILING. OFF-STREET PARKING SHALL BE DESIGNATED AS "GUEST PARKING" AND IDENTIFIED WITH APPROPRIATE SIGNAGE. PARKING QUANTITIES SHALL MEET COUNTY REQUIREMENTS.

FILING NO. 3 (33 UNITS)

GARAGE SPACES REQUIRED = 66	SPACES PROVIDED = 66
GUEST SPACES REQUIRED = 17	SPACES PROVIDED = 36
TOTAL SPACES REQUIRED = 83	SPACES PROVIDED = 102

FILING NO. 4 (81 UNITS)

GARAGE SPACES REQUIRED = 162	SPACES PROVIDED = 162
GUEST SPACES REQUIRED = 41	SPACES PROVIDED = 63
TOTAL SPACES REQUIRED = 203	SPACES PROVIDED = 225

F. CIRCULATION AND ROAD PATTERNS

TO HELP ENSURE A PEDESTRIAN-FRIENDLY ENVIRONMENT, THE PLANNED CIRCULATION PATTERNS ALLOW FOR DISTRIBUTION OF INTERNAL TRAFFIC THROUGH THE DEVELOPMENT. THE VEHICULAR ROAD PATTERN FOR POMPONIO TERRACE WILL INTEGRATE THE EXISTING AND PROPOSED ROADWAY SYSTEMS. PROPOSED ALLEYS CONNECT WITH ELIOT STREET AND 69TH AVENUE AND ALSO CONNECT WITH DECATUR STREET AND CLAY STREET APPROVED IN FILINGS NO. 1 AND 2. THE APPROVED FILINGS 1 AND 2 AREA INCLUDES ACCESS TO FEDERAL BOULEVARD VIA EXISTING 70TH AVENUE WITH TWO CONNECTIONS FROM POMPONIO TERRACE. ALL STREETS MEET THE ADAMS COUNTY ROADWAY STANDARDS. INTERNAL WALKS SHALL PROVIDE ACCESS BETWEEN UNITS TO TOWNHOME FRONT DOORS. INTERNAL WALKS WILL ALSO PROVIDE CONNECTIVITY FROM EACH UNIT TO ATTACHED WALKS ADJACENT TO PUBLIC STREETS.

G. OWNERSHIP AND MAINTENANCE OF COMMON AREAS

THE POMPONIO TERRACE METROPOLITAN DISTRICT (PTMD) IS RESPONSIBLE FOR THE ENFORCEMENT OF LANDSCAPE MAINTENANCE WITHIN DEDICATED OPEN SPACE TRACTS, LANDSCAPE & ACCESS EASEMENTS IN TOWNHOME LOTS AND DEDICATED ALLEY TRACTS. THE COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ALL LOCAL STREETS WITHIN THE LIMITS OF THE STREET RIGHT-OF-WAY AFTER FINAL ACCEPTANCE HAS BEEN GRANTED. THE (PTMD) WILL BE RESPONSIBLE FOR REMOVAL OF SNOW, ICE, SLEET DEBRIS OR OTHER OBSTRUCTIONS FROM THE SIDEWALK AS WELL AS MAINTENANCE TO THE SIDEWALK.

FILINGS NO. 3 & 4 ARE INTENDED TO BE A ZERO-MAINTENANCE TOWNHOME COMMUNITY. WITHIN TOWNHOME LANDSCAPE & ACCESS EASEMENTS, LANDSCAPING WILL BE INSTALLED BY THE TOWNHOME BUILDER.

H. TYPE, LOCATION, EXAMPLES OF COPY AND CONSTRUCTION SIGNS

THE MONUMENT SIGN APPROVED FOR FILINGS NO. 1 AND 2 IS EAST OF THE ELIOT STREET AND WEST 70TH AVENUE INTERSECTION.

I. TYPE AND ALLOCATION OF ALL USES INCLUDING PERMITTED USES, USES PERMITTED AFTER AMENDMENT TO THE PUD AND PROHIBITED USES

THE DESIGN INTENT FOR POMPONIO TERRACE IS TO CREATE A SINGLE FAMILY COMMUNITY THAT INCLUDES A VARIETY OF HOUSING TYPES INCLUDING SINGLE-FAMILY DETACHED AS WELL AS ATTACHED VARYING FROM 3-6 UNITS.

J. LOCATION AND TYPES OF LANDSCAPING AND MAINTENANCE PROVISIONS

REQUIRED OPEN SPACE AND ACTIVE RECREATION AREAS WILL CONFORM WITH ORIGINAL PDP REQUIREMENTS. TREE LAWNS ALONG 70TH AVENUE AND GREEN COURTS FRONTING LARGE PARK/OPEN SPACE AREAS AT THE SOUTH ARE TO BE MAINTAINED BY THE PTMD.

K. DESCRIPTION OF BUILDING ENVELOPES INCLUDING SQUARE FOOTAGE AND/OR NUMBER OF UNITS. MINIMUM SETBACKS, HEIGHT, GENERAL EXTERNAL CHARACTERISTICS.

THERE ARE 114 TOWNHOME LOTS INCLUDED IN THIS FDP. SETBACKS ARE BASED ON REQUIREMENTS FROM ADAMS COUNTY. REFER TO THE BULK & DIMENSIONS STANDARDS SHEET.

ARCHITECTURAL DESIGN ALLOWS FOR INCORPORATION OF A VARIETY OF ARCHITECTURAL STYLES. ALL TOWNHOMES SHALL HAVE A COVERED PORCH OR STOOP ON ALL GROUND FLOORS. THE MAXIMUM HEIGHT OF TOWNHOME UNITS SHALL BE 41 FEET. ALL COMMUNITY DEVELOPMENT ON THE PROPERTY SHOULD COMPLY WITH THESE STANDARDS WHEN THEY ARE ADOPTED BY THE DESIGN REVIEW COMMITTEE (DRC).

L. COVENANTS TO BE IMPOSED ON THE PUD

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) SHALL BE IMPOSED ON THIS PUD, TO BE ENFORCED BY THE PTMD.

M. ADDITIONAL CONTROLS SUCH AS ARCHITECTURAL CONTROL COMMITTEE OF A HOME OWNER'S ASSOCIATION

THE PTMD WILL ENFORCE DESIGN STANDARDS THROUGH CC&RS. ALL ARCHITECTURAL STYLES OF PROPOSED BUILDINGS SHALL REQUIRE APPROVAL BY THE PTMD DRC AND SHALL BE CONSISTENT WITH THE DESIGN GUIDELINES FOR THIS COMMUNITY FOR OVERALL ARCHITECTURAL INTENT.

N. UTILIZATION AND LOCATION OF ANY OUTDOOR STORAGE

ALL PROPOSED MARKETING/TEMPORARY STORAGE OR ANY OTHER ACCESSORY STRUCTURE IS PROHIBITED ON TOWNHOME LOTS.

O. UTILITY SERVICE PROVIDERS

CRESTVIEW WATER AND SANITATION DISTRICT HAS INDICATED THEY HAVE ADEQUATE CAPABILITY TO SERVE THIS PROPERTY WITH BOTH WATER AND SANITARY SEWER. XCEL ENERGY WILL PROVIDE GAS AND ELECTRIC SERVICES TO THE PROPERTY. APPROPRIATE EASEMENTS FOR ASSOCIATED IMPROVEMENTS AND UTILITY LINES ARE TO BE INCLUDED ON THE FILINGS 3 AND 4 AREA FINAL PLAN. SANITARY SEWER MAINS IN ALLEY TRACTS AND UP TO RECEIVING MANHOLES WITHIN THE RIGHT-OF-WAY SHALL BE OWNED AND MAINTAINED BY THE MASTER COMMUNITY ASSOCIATION.

P. ESTIMATED TIMETABLE FOR DEVELOPMENT

THE ESTIMATED LENGTH OF TIME FOR BUILD-OUT OF THE FUTURE FILING(S) AREA OF POMPONIO TERRACE IS 3-5 YEARS, BEGINNING FALL 2017.

Q. ANY OTHER PERTINENT FACTORS CONCERNING THE DEVELOPMENT

ADAMS COUNTY FIRE DISTRICT WILL SERVICE POMPONIO TERRACE.

FILE NO. _____
 MAP NO. _____
 RECEPTION NO. _____

12/13/2018 2:46 PM P:\NTL HOLDINGS\POMPONIO FILINGS 3 AND 4\08 CAD\FILINGS 3&4 FDP.DWG

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FINAL DEVELOPMENT PLAN
 POMPONIO TERRACE FILINGS 3 AND 4

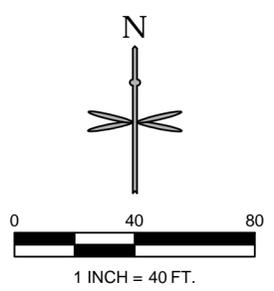
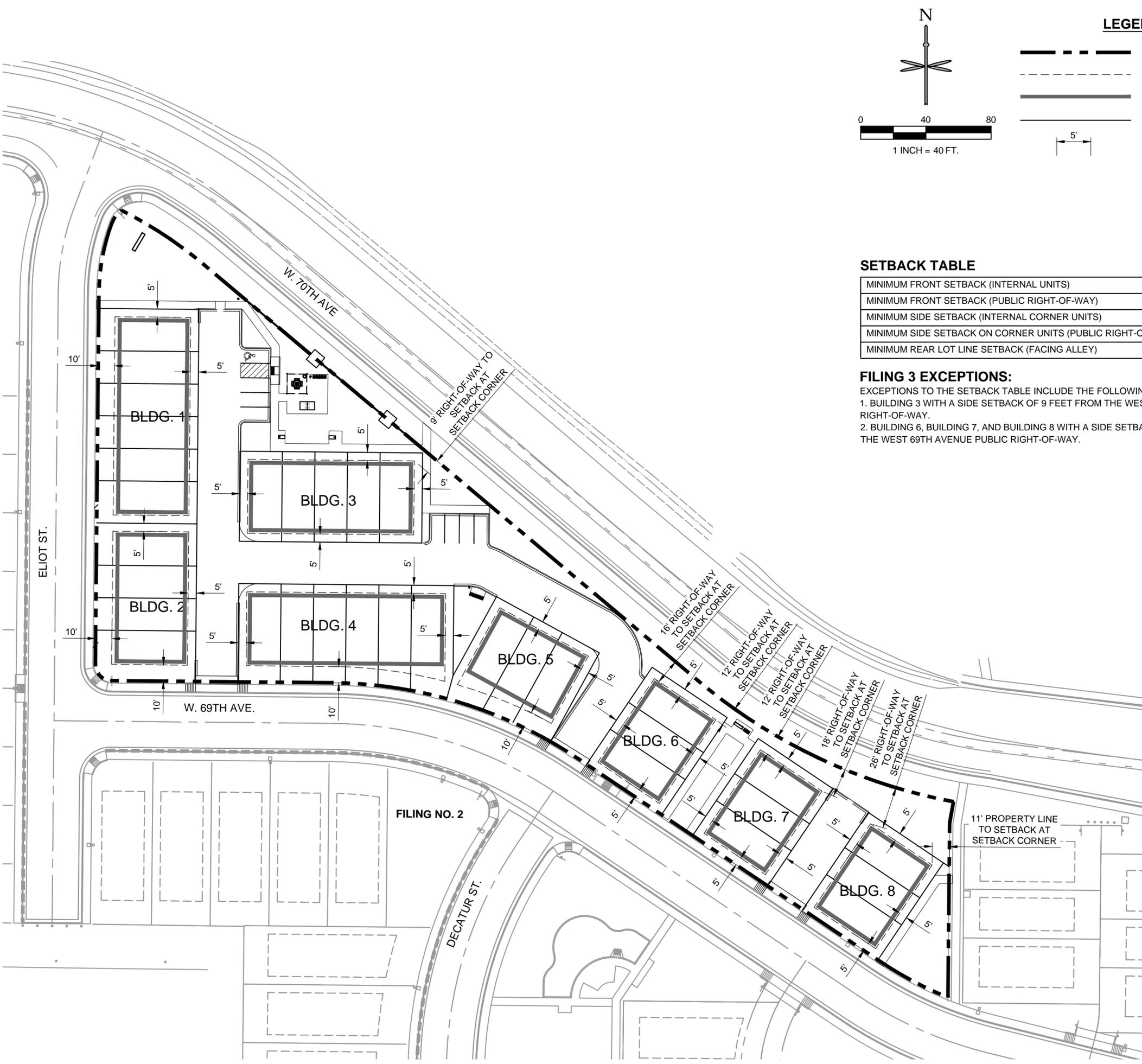
WRITTEN NARRATIVE

PROJECT NO: PHT004.01
 DESIGNED BY: JNA
 DRAWN BY: EPT
 DATE: 12/12/2018

ADAMS COUNTY, CO 80030

3

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LEGEND

- RIGHT-OF-WAY/PROPERTY LINE
- SETBACK LINE
- APPROXIMATE BUILDING OUTLINE
- LOT LINE
- SETBACK DISTANCE

SETBACK TABLE

MINIMUM FRONT SETBACK (INTERNAL UNITS)	5 FEET
MINIMUM FRONT SETBACK (PUBLIC RIGHT-OF-WAY)	10 FEET
MINIMUM SIDE SETBACK (INTERNAL CORNER UNITS)	5 FEET
MINIMUM SIDE SETBACK ON CORNER UNITS (PUBLIC RIGHT-OF-WAY)	10 FEET
MINIMUM REAR LOT LINE SETBACK (FACING ALLEY)	5 FEET

FILING 3 EXCEPTIONS:

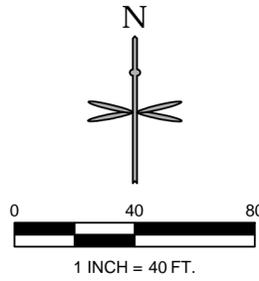
- EXCEPTIONS TO THE SETBACK TABLE INCLUDE THE FOLLOWING:
- BUILDING 3 WITH A SIDE SETBACK OF 9 FEET FROM THE WEST 70TH AVENUE PUBLIC RIGHT-OF-WAY.
 - BUILDING 6, BUILDING 7, AND BUILDING 8 WITH A SIDE SETBACK OF 5 FEET FROM THE WEST 69TH AVENUE PUBLIC RIGHT-OF-WAY.

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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
FILING NO. 3 SETBACK PLAN

PROJECT NO: PHT004.01
DESIGNED BY: JNA
DRAWN BY: EPT
DATE: 12/12/2018



LEGEND

- RIGHT-OF-WAY/PROPERTY LINE
- SETBACK LINE
- APPROXIMATE BUILDING OUTLINE
- LOT LINE
- SETBACK DISTANCE

SETBACK TABLE

MINIMUM FRONT SETBACK (INTERNAL UNITS)	5 FEET
MINIMUM FRONT SETBACK (PUBLIC RIGHT-OF-WAY)	10 FEET
MINIMUM SIDE SETBACK (INTERNAL CORNER UNITS)	5 FEET
MINIMUM SIDE SETBACK ON CORNER UNITS (PUBLIC RIGHT-OF-WAY)	10 FEET
MINIMUM REAR LOT LINE SETBACK (ALLEY LOADED)	5 FEET

FILING 4 EXCEPTIONS:

AN EXCEPTION TO THE SETBACK TABLE IS BUILDING 10 WITH A SIDE SETBACK OF 7 FEET FROM THE CLAY STREET PUBLIC RIGHT-OF-WAY.



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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4

ADAMS COUNTY, CO 80030

FILING NO. 4 SETBACK PLAN

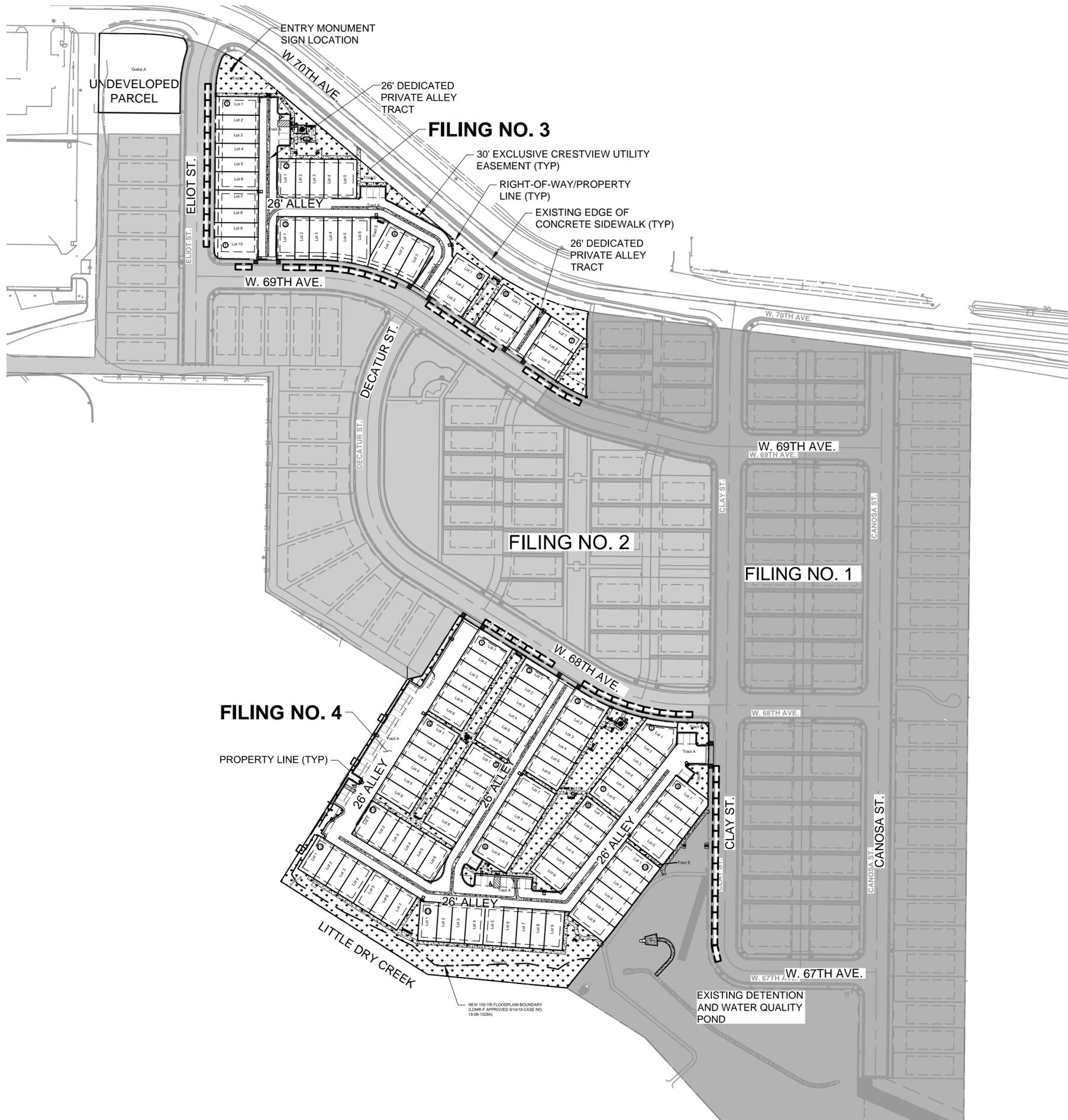
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LOT TYPE	QUANTITY
TOWNHOME LOT (FILING NO. 3)	33
TOWNHOME LOT (FILING NO. 4)	81
TOTAL	114

- EXISTING FILINGS NO. 1 & 2
- LANDSCAPE AND OPEN SPACE

NOTES:

1. SHADED AREA IS FILINGS NO. 1 & 2 (ALREADY APPROVED).
2. FILINGS 3 & 4 WILL NOT EXCEED THE APPROVED 248 UNITS FOR THE ENTIRE DEVELOPMENT.
3. A PEDESTRIAN AND MOBILITY PLAN IS PROVIDED ON SHEET 7 ILLUSTRATING MULTI-MODAL CIRCULATION THROUGHOUT THE SITE.

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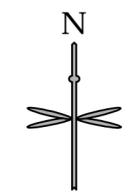
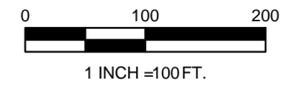
**FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
FILINGS NO. 3 & 4 OVERALL SITE PLAN**

ADAMS COUNTY, CO 80030

PROJECT NO: PHT004.01
DESIGNED BY: JNA
DRAWN BY: EPT
DATE: 12/12/2018

6

FILE NO. _____
MAP NO. _____
RECEPTION NO. _____



FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030



LEGEND

- BIKE/PEDESTRIAN CONNECTION
- 1/2 MILE JOGGING LOOP W/MARKERS (CONCRETE WALK)
- BIKE/PEDESTRIAN (LITTLE DRY CREEK CONCRETE TRAIL)
- BIKE/PEDESTRIAN ACCESS & MAINTENANCE PATH (20' WIDTH, 6" CLASS 6 ABC)



NORTH NOT TO SCALE



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1007 16th street, denver co 80205
t 303.531.4905 f 303.531.4908



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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
PEDESTRIAN & MOBILITY PLAN

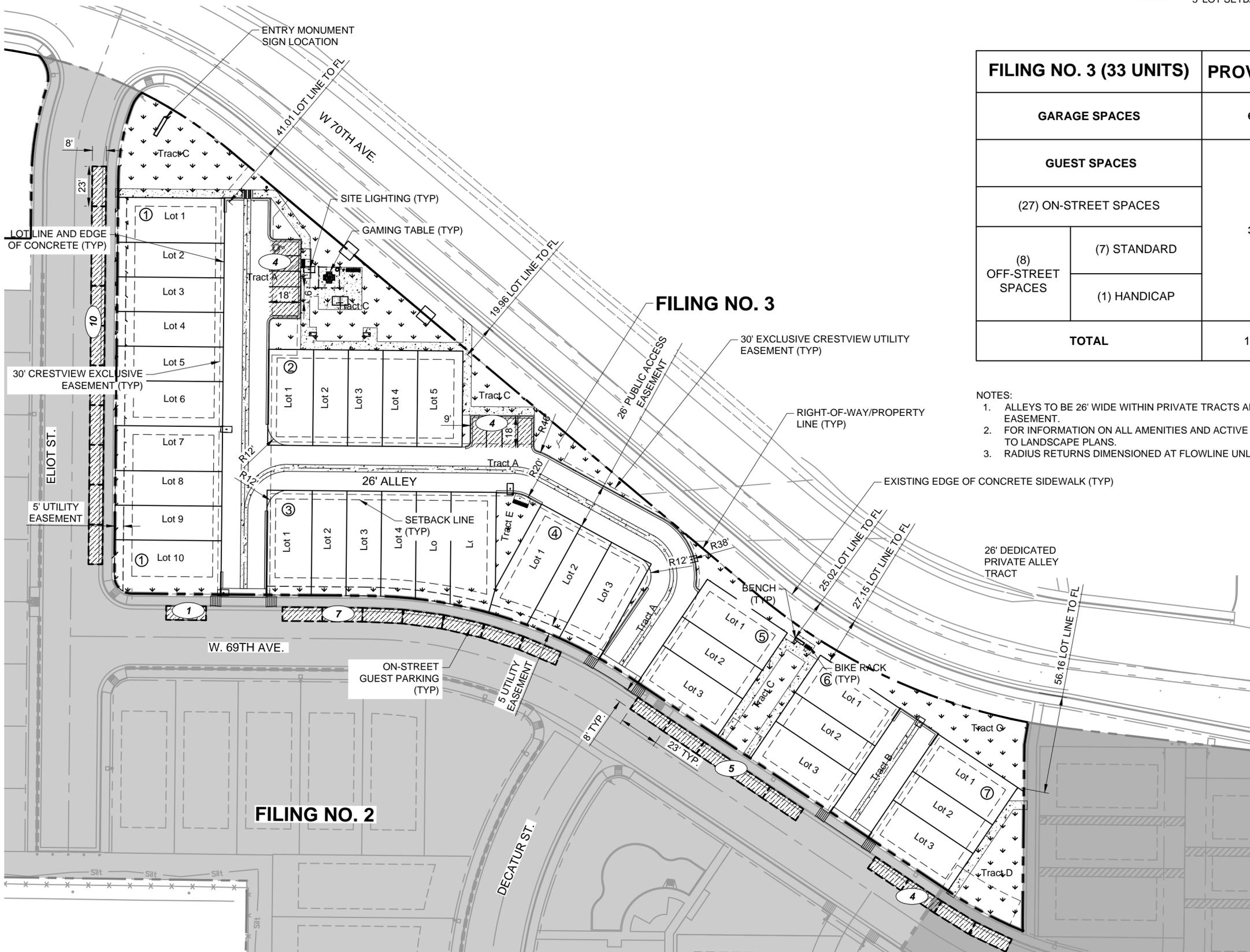
PROJECT NO: PHT004.01
DESIGNED BY: JWJ
DRAWN BY: JWJ
DATE: 12/12/2018

FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

- EXISTING FILINGS NO. 1 & 2
- LANDSCAPE AND OPEN SPACE
- PARKING SPACE
- X PARKING COUNT
- 5' LOT SETBACK LINE

FILING NO. 3 (33 UNITS)		PROVIDED	REQUIRED
GARAGE SPACES		66	66
GUEST SPACES		35	17 (0.5 / UNIT)
(27) ON-STREET SPACES			
(8) OFF-STREET SPACES	(7) STANDARD (1) HANDICAP		
TOTAL		101	83

- NOTES:
1. ALLEYS TO BE 26' WIDE WITHIN PRIVATE TRACTS AND PUBLIC ACCESS EASEMENT.
 2. FOR INFORMATION ON ALL AMENITIES AND ACTIVE RECREATION AREA, REFER TO LANDSCAPE PLANS.
 3. RADIUS RETURNS DIMENSIONED AT FLOWLINE UNLESS OTHERWISE NOTED.



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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4

ADAMS COUNTY, CO 80030

FILING NO. 3 SITE PLAN

PROJECT NO: PHT004.01
 DESIGNED BY: JNA
 DRAWN BY: EPT
 DATE: 12/12/2018

8

RECEPTION NO. _____

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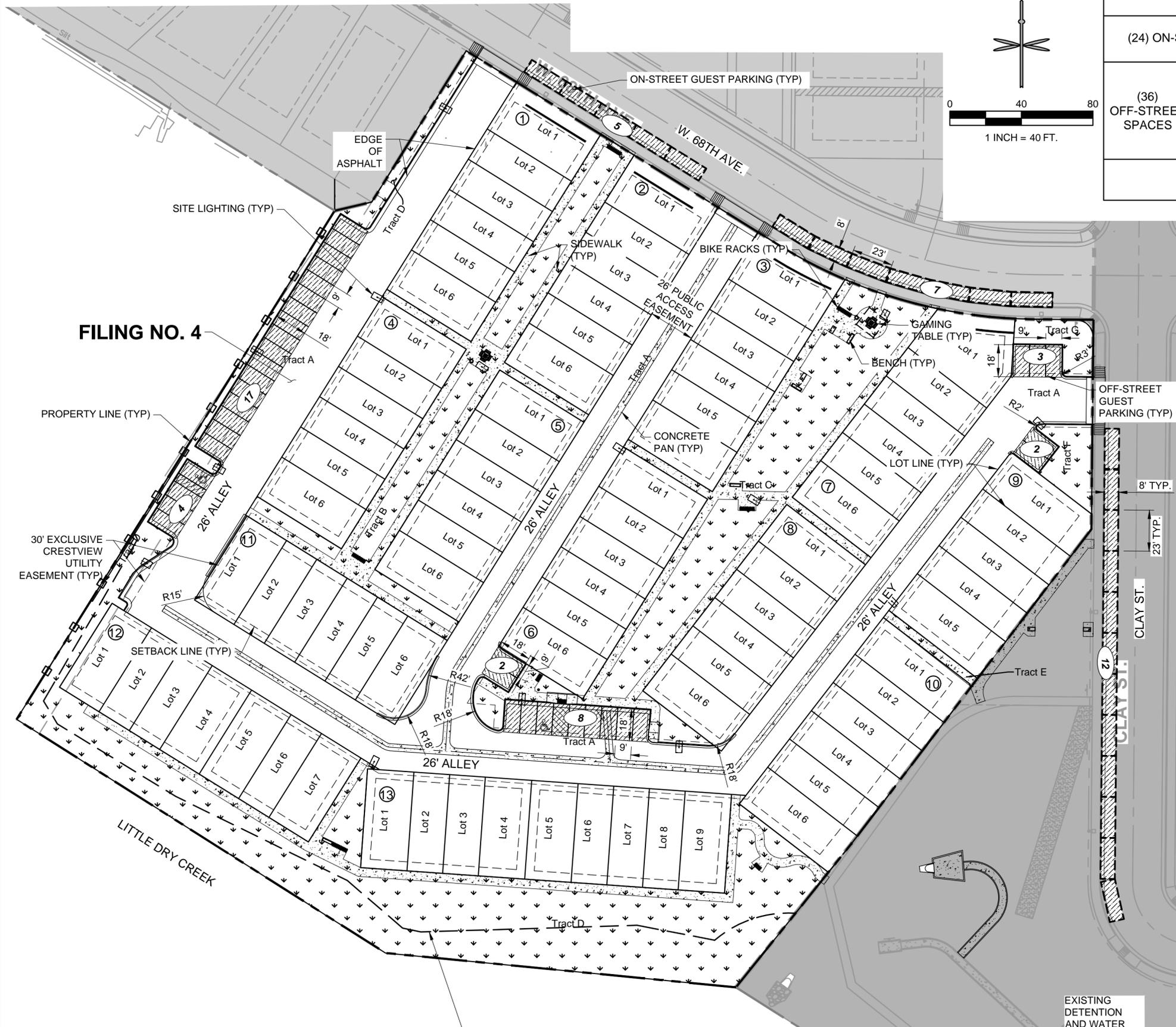
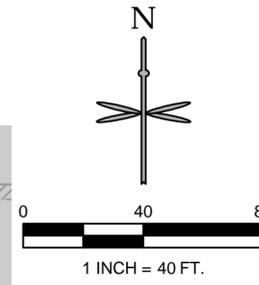
FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

A PLANNED UNIT DEVELOPMENT

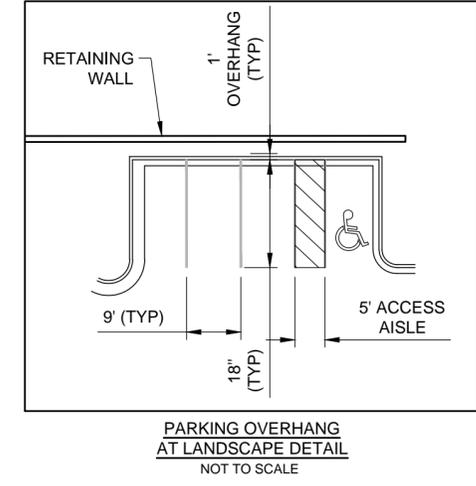
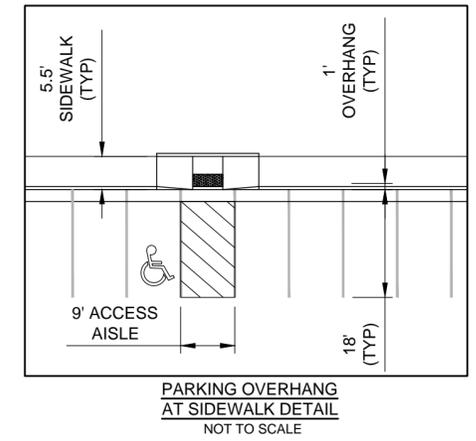
ADAMS COUNTY, COLORADO 80030

FILING NO. 4 (81 UNITS)	PROVIDED	REQUIRED
GARAGE SPACES	162	162
GUEST SPACES	60	41 (0.5 / UNIT)
(24) ON-STREET SPACES		
(36) OFF-STREET SPACES	(34) STANDARD	
	(2) HANDICAP	
TOTAL	222	203



- EXISTING FILINGS NO. 1 & 2
- LANDSCAPE AND OPEN SPACE
- PARKING SPACE
- X PARKING COUNT

- NOTES:
1. ALLEYS TO BE 26' WIDE WITHIN PRIVATE TRACTS AND PUBLIC ACCESS EASEMENT.
 2. FOR INFORMATION ON ALL AMENITIES AND ACTIVE RECREATION AREA, REFER TO LANDSCAPE PLANS.
 3. RADIUS RETURNS DIMENSIONED AT FLOWLINE UNLESS OTHERWISE NOTED.



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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
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FILING NO. 4 SITE PLAN

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FILE NO. _____
MAP NO. _____
RECEPTION NO. _____

EXISTING
DETENTION
AND WATER

(FILING 4)TRACT A	INGRESS AND EGRESS
(FILING 4)TRACT B	COMMON OPEN SPACE (
(FILING 4)TRACT C	COMMON OPEN SPACE (
(FILING 4)TRACT D	COMMON OPEN SPACE (
(FILING 4)TRACT E	COMMON OPEN SPACE (
(FILING 4)TRACT F	COMMON OPEN SPACE (
(FILING 4)TRACT G	COMMON OPEN SPACE (
*ACTIVE OPEN SPACE	
FILING 3	ACTIVE OPEN SPACE
FILING 4	ACTIVE OPEN SPACE
FILING 1 (ADDED TO TRACT G OF FILING 1 WITH THIS FDP)	ACTIVE OPEN SPACE

*REFER TO OPEN SPACE DIAGRAM THIS SHEET, FOR ACTIVE OPEN SF

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FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

LANDSCAPE NOTES

- SITE PREP**
- LANDSCAPE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS REGARDING DRAINAGE AND EROSION CONTROL NOTES, DETAILS AND PROCEDURES.
 - ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
 - ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY. SEE CIVIL ENGINEER'S DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. A PRE-CONSTRUCTION MEETING MAY BE REQUIRED BETWEEN THE LANDSCAPE CONTRACTOR, PROPERTY OWNER AND LANDSCAPE ARCHITECT BEFORE START OF CONSTRUCTION.
 - CONTRACTOR SHALL MINIMIZE ALL DISTURBANCE TO NON-IMPACTED AREAS. SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
 - CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS FOR CONSTRUCTION WORK WITHIN THE LOCAL JURISDICTION. A SEPARATE LANDSCAPE CONSTRUCTION PERMIT IS REQUIRED AND USE AND SALES TAX WILL BE COLLECTED. WATER CONNECTION FEES ARE TO BE PAID PRIOR TO THE METER SETTING. A BACK FLOW PERMIT AND INSPECTION IS REQUIRED PRIOR TO THE METER BEING INSTALLED IN THE VAULT.
 - TOPSOIL IS TO BE STRIPPED & STOCKPILED ON-SITE FOR LATER USE. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING OR NEW SITE IMPROVEMENTS DISTURBED OR DAMAGED DUE TO THEIR OPERATIONS. DAMAGED MATERIALS SHALL BE REPLACED/REPAIRED TO ITS PRIOR CONDITION.
 - LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OR LANDSCAPE PLANTING. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED, REPAIRS WILL BE MADE AT THE CONTRACTOR'S EXPENSE.
 - PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED & AMENDED.
 - ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT ROTOTILLED AT A MIN. 8" DEPTH AT A RATE OF 4 CUBIC YARDS PER 1,000 SF.
 - CONTRACTOR SHALL SUBMIT SOIL AMENDMENT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.
- TURF, PLANT & GROUND COVER MATERIAL**
- ANY SUBSTITUTION OR ALTERATION OF PLANT OR LANDSCAPE MATERIALS IN LOCATION, SPECIES, TYPE, ETC. SHALL BE ALLOWED ONLY WITH APPROVAL OF THE LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS.
 - ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAN SPECIFICATIONS FOR NUMBER ONE GRADE.
 - PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 6' BETWEEN WATER OR SEWER SERVICE LINES AND A MINIMUM SEPARATION OF 10' BETWEEN WATER OR SEWER MAIN LINES. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 5' BETWEEN GAS LINES.
 - ALL PROPOSED IRRIGATED TURF AREAS SHALL BE SODDED WITH THE BLEND SPECIFIED IN THESE PLANS. SOD SHALL BE LAID ON A FIRM BED WITH TIGHT JOINTS AND WITHOUT VOIDS.
 - TREE WRAP TO BE APPLIED IN LATE FALL AFTER INSTALLATION, AND REMOVED THE FOLLOWING SPRING. REMOVE ANY STRING OR WIRE AROUND TREE TRUNKS AT TIME OF INSTALLATION.
 - CONTRACTOR SHALL REPORT ANY DISCREPANCY FOUND IN THE FIELD VERSUS THE LANDSCAPE DRAWINGS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND/OR THE CITY/COUNTY PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITY. FAILURE TO MAKE SUCH CONFLICTS

- KNOWN WILL RESULT IN THE CONTRACTOR'S LIABILITY TO RELOCATE AND REPAIR. MAINTAIN A MINIMUM THREE FOOT CLEARANCE AROUND FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS OR OTHER FIRE SERVICE EQUIPMENT. NO TREES OR SHRUBS WILL BE ALLOWED WITHIN THIS AREA.
- NO PLANT MATERIAL SHALL BE PLANTED WITHIN 10' OF ANY EXISTING OR PROPOSED ELECTRICAL SWITCHGEARS, TRANSFORMERS OR OTHER ELECTRICAL UTILITY EQUIPMENT. PLANT MATERIAL MAY BE FIELD ADJUSTED TO PROVIDE THE 10' CLEAR SPACE AND ACCESSIBILITY REQUIRED BY THE UTILITY'S OWNER/OPERATOR.
 - PROPOSED PLANT SPECIES MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY AT TIME OF CONSTRUCTION. ALL SPECIES SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. OVERALL PLANT QUANTITIES & SIZES SHALL REMAIN AS INDICATED ON THE PLANT SCHEDULE. CONTRACTOR SHALL VERIFY THAT ANY SUBSTITUTED PLANT SPECIES ARE ACCEPTABLE TO THE LOCAL MUNICIPALITY OR GOVERNING JURISDICTIONS.
 - IF SPECIFIED PLANTS ARE NOT COMMERCIALY AVAILABLE AT TIME OF CONSTRUCTION/INSTALLATION, CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT FOR A SUBSTITUTION.
- PLANTING BEDS**
- ROCK MULCH BEDS SHALL CONTAIN 1 1/2"-3" DIA. ROUND RIVER COBBLE, TAN COLOR, 4" DEPTH. WITH WEED BARRIER FABRIC SECURED WITH PINS. OVERLAP FABRIC MIN. 24" AT EDGES.
 - WOOD MULCH BEDS DO NOT REQUIRE WEED BARRIER FABRIC.
 - WOOD MULCH SHALL BE 'GORILLA HAIR' OR EQUAL SHREDDED CEDAR MULCH, 4" DEPTH.
 - PLANTING BEDS SHALL BE EDGED WITH STEEL EDGER SPECIFIED IN THE SITE & LANDSCAPE DETAILS.
 - FOR TREES NOT IN PLANTING BEDS, ALLOW A 6'-0" DIAMETER BED (TREE RING) WITHOUT SOD AROUND ROOT COLLAR. APPLY 'GORILLA HAIR' WOOD MULCH AROUND COLLAR FOLLOWING SOD INSTALLATION. NO FABRIC OR STEEL EDGER IS NECESSARY WITHIN TREE RINGS IN NATIVE AREAS. TREES IN PLANTING BEDS SHALL NOT HAVE WEED BARRIER INSTALLED WITHIN 6' OF THEIR TRUNKS.
- IRRIGATION**
- 1) PERMANENT UNDERGROUND IRRIGATION IS REQUIRED IN ALL LANDSCAPE AREAS, 2) TURF AREAS ARE ZONED SEPARATELY FROM BED AREAS, 3) CONTROLLER TO INCLUDE RAIN SHUT-OFF, 4) HYDROZONES WILL BE ON SEPARATE IRRIGATION ZONES ACCORDING TO WATER-DEMAND.
 - TURF AREAS SHALL BE IRRIGATED BY AUTOMATIC POP-UP SPRAY SYSTEM. SHRUBS & PLANTING BEDS SHALL BE IRRIGATED WITH DRIP/BUBBLER SYSTEM. REFER TO IRRIGATION PLANS FOR DETAILED INFORMATION.
- MAINTENANCE**
- CONTRACTOR IS TO MAINTAIN ALL PLANTINGS AND ASSOCIATED IRRIGATION SYSTEM INSTALLED UNDER THIS CONTRACT UNTIL FINAL ACCEPTANCE BY THE COUNTY AND TURNOVER TO OWNER. THIS MAINTENANCE SHALL INCLUDE PROPER WATERING OF ALL PLANTS, AND MOWING OF TURF/SEED AREAS IF NECESSARY.
 - SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
 - ALL PLANT MATERIAL WILL BE COVERED BY A WARRANTY PERIOD. THE CONTRACTOR SHALL REPLACE DEAD, UNHEALTHY, OR OTHERWISE UNSATISFACTORY MATERIAL THROUGHOUT THIS PERIOD. THE WARRANTY SHALL BEGIN UPON FINAL ACCEPTANCE OF THE JOB.
 - LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A LIVING CONDITION BY THE HOA. TREES AND SHRUBS MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED PLANT MATERIAL (AS DETERMINED BY THE COUNTY) SHALL BE REPLACED PER CODE OR NOTIFICATION BY THE COUNTY. NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH, MUST BE 100% INTACT AFTER ONE YEAR AND 100% INTACT THEREAFTER.
 - LANDSCAPE AREAS WITHIN THE PROPERTY, TOWNHOME LOTS AND RIGHT OF WAYS SHALL BE MAINTAINED BY THE HOA.
- BLANKET UTILITY EASEMENT NOTES**
- A BLANKET UTILITY EASEMENT HAS BEEN PLACED OVER COMMON OPEN SPACE LANDSCAPE AREAS. LANDSCAPING INCLUDING TREES, SHRUBS AND SHRUBS MAY BE FIELD ADJUSTED TO ACCOMMODATE UTILITY LOCATIONS AND ASSOCIATED EQUIPMENT.

PLANT & GROUND COVER SCHEDULE

DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZONE
ABM	3	AUTUMN BLAZE MAPLE	ACER FREEMANII 'AUTUMN BLAZE'	B & B	2" CAL	40' X 15'	LOW-MOD
HAC	3	COMMON HACKBERRY	CELTIS OCCIDENTALIS	B & B	2" CAL	50' X 30'	LOW
DNM	6	DEBORAH MAPLE	ACER PLATANOIDES 'DEBORAH'	B & B	2" CAL	50' X 40'	LOW
EQM	3	EMERALD QUEEN MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'	B & B	2" CAL	50' X 35'	LOW-MOD
QRC	8	ENGLISH OAK	QUERCUS ROBUR 'CRIMSON SPIRE'	B & B	2" CAL	40' X 15'	LOW
GL	2	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'	B & B	2" CAL	50' X 35'	LOW
GI	3	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS 'IMPERIAL'	B & B	2" CAL	45' X 40'	LOW
GK	1	KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICA	B & B	2" CAL	45' X 50'	LOW
QR	4	RED OAK	QUERCUS RUBRA	B & B	2" CAL	50' X 40'	LOW
RSM	2	RED SUNSET MAPLE	ACER RUBRUM 'RED SUNSET'	B & B	2" CAL	45' X 35'	MODERATE
GS	2	SHADEMASTER LOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM	B & B	2" CAL	45' X 50'	LOW
QB	3	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	2" CAL	50' X 50'	LOW
EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZONE
PN-6HT	13	AUSTRIAN BLACK PINE	PINUS NIGRA	B & B	6" HT	50' X 30'	VERY LOW
BP 6FT	3	BRISTLECONE PINE	PINUS ARISTATA	B & B	6" HT	30' X 20'	LOW
LPN	1	LIMBER PINE	PINUS FLEXILIS	B & B	6" HT	70' X 25'	LOW
LP 6FT	3	LIMBER PINE	PINUS FLEXILIS	B & B	6" HT	70' X 25'	LOW
VP-6HT	7	VANDERWOLF'S PYRAMID PINE	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	B & B	6" HT	25' X 15'	LOW
WB/J-6HT	7	WICHITA BLUE JUNIPER	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	B & B	6" HT	20' X 6'	LOW
ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZONE
CCP	4	CAPITAL CALLERY PEAR	PYRUS CALLERYANA 'CAPITAL'	B & B	1.5" CAL	30' X 10'	LOW
CHP	3	CHANTICLEER PEAR	PYRUS CALLERYANA 'CHANTICLEER'	B & B	1.5" CAL	35' X 16'	LOW-MOD
AH	4	HOT WINGS TATARIAN MAPLE	ACER TATARICUM 'HOT WINGS'	B & B	6" CLUMP	30' X 15'	LOW-MOD
DECIDUOUS SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
RFC	23	ALDER BUCKTHORN	RHAMNUS FRANGULA 'COLUMNARIS'	5 GAL	4' X 12'	LOW	FULL SUN
BSP	9	COMMON BLUEBEARD SPIREA	CARYOPTERIS INCANA	5 GAL	4' X 5'	LOW	FULL SUN
DNB	30	DIABLO NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DIABLO'	5 GAL	6' X 8'	MODERATE	FULL SUN
MKL	14	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	5 GAL	4' X 5'	LOW	FULL SUN
VL	9	MOHICAN WAYFARING TREE	VIBURNUM LANTANA 'MOHICAN'	5 GAL	8' X 8'	LOW	F/P SUN
DGN	9	NINEBARK, 'DART'S GOLD'	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	5 GAL	4' X 4'	LOW-MOD	F/P SUN
PLS	17	PURPLE LEAF SAND CHERRY	PRUNUS X CISTENA	5 GAL	8' X 6'	LOW	FULL SUN
RB	11	RABBITBRUSH	CHRYSOETHAMNUS NAUSEOSUS	5 GAL	4' X 4'	LOW	F/P SUN
DKR	7	ROSE, 'DOUBLE KNOCKOUT'	ROSA X 'DOUBLE KNOCKOUT'	5 GAL	3' X 5'	LOW	FULL SUN
RSA	29	RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA	5 GAL	5' X 4'	LOW-MOD	FULL SUN
SW	13	SPIREA, 'ANTHONY WATERER'	SPIRAEA JAPONICA 'ANTHONY WATERER'	5 GAL	3' X 4'	LOW-MOD	FULL SUN
RW	17	WHITE MEIDLAND ROSE	ROSA MEIDLAND SERIES 'WHITE'	5 GAL	2' X 4'	LOW	FULL SUN
EVERGREEN SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
JUA	13	ARCADIA JUNIPER	JUNIPERUS SABINA 'ARCADIA'	5 GAL	2' X 6'	LOW	FULL SUN
JB	26	BROADMOOR JUNIPER	JUNIPERUS SABINA 'BROADMOOR'	5 GAL	2' X 6'	LOW	F/P SUN
BUJ	32	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	5 GAL	2' X 6'	LOW	FULL SUN
SCJ	32	SCANDIA JUNIPER	JUNIPERUS SABINA 'SCANDIA'	5 GAL	2' X 6'	LOW	FULL SUN
GRASSES	QTY	COMMON NAME	BOTANICAL NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
MSA	42	ADAGIO EULALIA GRASS	MISCANTHUS SINENSIS 'ADAGIO'	1 GAL	5' X 3'	MODERATE	FULL SUN
PMG	24	AUTUMN RED FLAME GRASS	MISCANTHUS PURPURASCENS 'AUTUMN RED'	1 GAL	5' X 3'	MODERATE	FULL SUN
BOG	9	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS 'SAPPHIRE'	1 GAL	2' X 2'	LOW	FULL SUN
DMG	77	DWARF MAIDEN GRASS	MISCANTHUS SINENSIS 'YAKUSHIMA'	1 GAL	3' X 4'	MODERATE	F/P SUN
FRG	33	FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	1 GAL	4' X 3'	LOW-MOD	F/P SUN
PG	42	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES	1 GAL	3' X 3'	LOW	F/P SUN
PH	13	HEAVY METAL SWITCH GRASS	PANICUM VIRGATUM 'HEAVY METAL'	1 GAL	4' X 3'	LOW	F/P SUN
MG	46	MISCANTHUS 'GOLD BAR'	MISCANTHUS SINENSIS 'GOLD BAR'	1 GAL	4' X 3'	LOW-MOD	FULL SUN
PQG	43	PORCUPINE GRASS	MISCANTHUS SINENSIS 'STRICTUS'	1 GAL	6' X 5'	LOW-MOD	F/P SUN
RVG	2	RAVENNA GRASS	SACCHARUM RAVENNAE	1 GAL	10' X 5'	MODERATE	FULL SUN
PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
JUP	12	JUPITER'S BEARD	CENTRANTHUS RUBER 'ALBIFLOROUS'	1 GAL	3' X 3'	LOW	FULL SUN
DAY	26	STELLA DE ORO DAYLILY	HEMEROCALLIS X 'STELLA DE ORO'	1 GAL	1.5' X 1'	MODERATE	F/P SUN
MULCH	QTY	COMMON NAME	BOTANICAL NAME	CONT			
	23,707 SF	ROCK MULCH, 1.5"-3" DIA 4" DEPTH	ROCK MULCH, 1.5"-3" DIA	MULCH			
SEED	QTY	COMMON NAME	BOTANICAL NAME	CONT			
	26,144 SF	DRYLAND SEED MIX - NON-IRRIG	DRYLAND SEED MIX - NON-IRRIG	SEED			
SOD	QTY	COMMON NAME	BOTANICAL NAME	CONT			
	28,591 SF	IRRIG. TURF, 'ENVIROTURF' TURF, 'ENVIROTURF'	IRRIG. TURF, 'ENVIROTURF'	SOD			

RIGHT OF WAY LANDSCAPE TABULATIONS (FILINGS 3 & 4 ONLY)

STREET RIGHT OF WAY	*PLANTABLE RIGHT OF WAY LENGTH	*RIGHT OF WAY LANDSCAPE AREA (SF.)	TREES		SHRUBS	
			REQUIRED	PROVIDED	REQUIRED	PROVIDED
FILING NO. 3						
W. 70TH AVE.	751	9,012	9	16	18	32
ELIOT STREET	66	330	0	1	1	21
W. 69TH AVE.	76	380	0	7	1	22
FILING NO. 4						
DECATUR STREET	381	1,905	2	2	4	42
CLAY STREET	87	435	0	2	1	10
TOTALS	1,361	12,062	12	28	24	127

NOTES:
* PLANTABLE RIGHT OF WAY LENGTH EXCLUDES THOSE PORTIONS OF RIGHT OF WAY WITHIN RESIDENTIAL LOTS AND ALLEY ACCESS DRIVES.

- ATTACHED WALKS ARE ADJACENT TO ALL SUBDIVISION INTERIOR STREETS LEAVING ONLY 1.5' OF DISTANCE BETWEEN BACK OF WALK AND RIGHT OF WAY. THIS PREVENTS INSTALLATION OF PLANT MATERIALS. THEREFORE, TO MEET THE INTENT OF COUNTY CODE REQUIREMENTS, AN AVERAGE LANDSCAPE AREA EXTENDING 5' BEHIND THE BACK OF RIGHT OF WAY OF INTERIOR STREETS HAS BEEN USED TO CALCULATE RIGHT OF WAY LANDSCAPE PLANT MATERIAL REQUIRED ALONG NON-RESIDENTIAL FRONTAGES. RIGHT OF WAY PLANTINGS HAVE BEEN CLUSTERED WHERE APPROPRIATE.
- RIGHT OF WAY STREET TREES HAVE BEEN LOCATED OUTSIDE OF DRY UTILITY EASEMENTS ALONG STREET FRONTAGE.

SEED & SOD MIXES

DRYLAND MIX

COMMON NAME	% MIX
COMMON WHEATGRASS	20%
SLENDER WHEATGRASS	15%
MEADOW FESCUE	10%
PUBESCENT WHEATGRASS	10%
HARD FESCUE	10%
CANADA BLUEGRASS	10%
INDIAN GRASS	8%
SIDEOATS GRAMA	7%
BLUE GRAMA	5%
SWITCHGRASS	5%
	100%

SEED RATE: 15-20 LBS/AC. (DRILLED)
SUPPLIER: ARKANSAS VALLEY SEED

IRRIGATED SOD
PRODUCT: 'ENVIROTURF'
SUPPLIER: TURF MASTER

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Pomponio
TERRACE

FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4

ADAMS COUNTY, CO 80030

NOTES & PLANT SCHEDULE

PROJECT NO:	PHT004.01
DESIGNED BY:	JWI
DRAWN BY:	JWI
DATE:	12/12/2018

501 S. Cherry Street
Glendale, CO 80246
www.ees.us.com
303-572-7997

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RESIDENTIAL LANDSCAPE NOTES

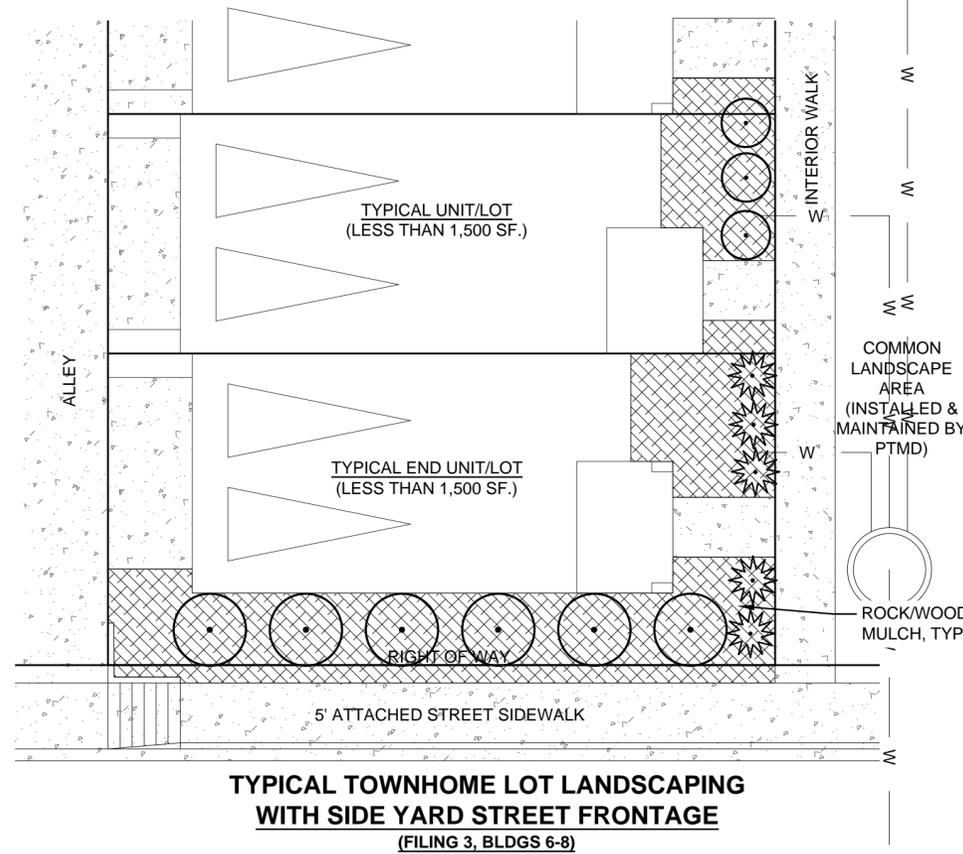
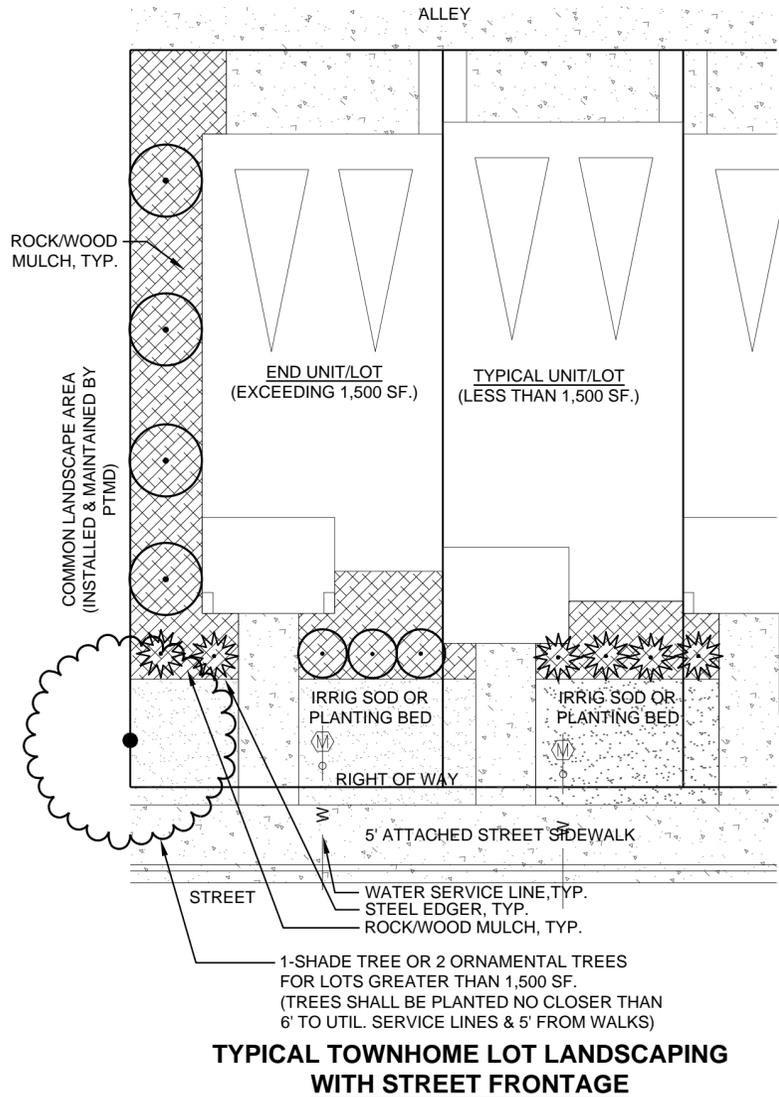
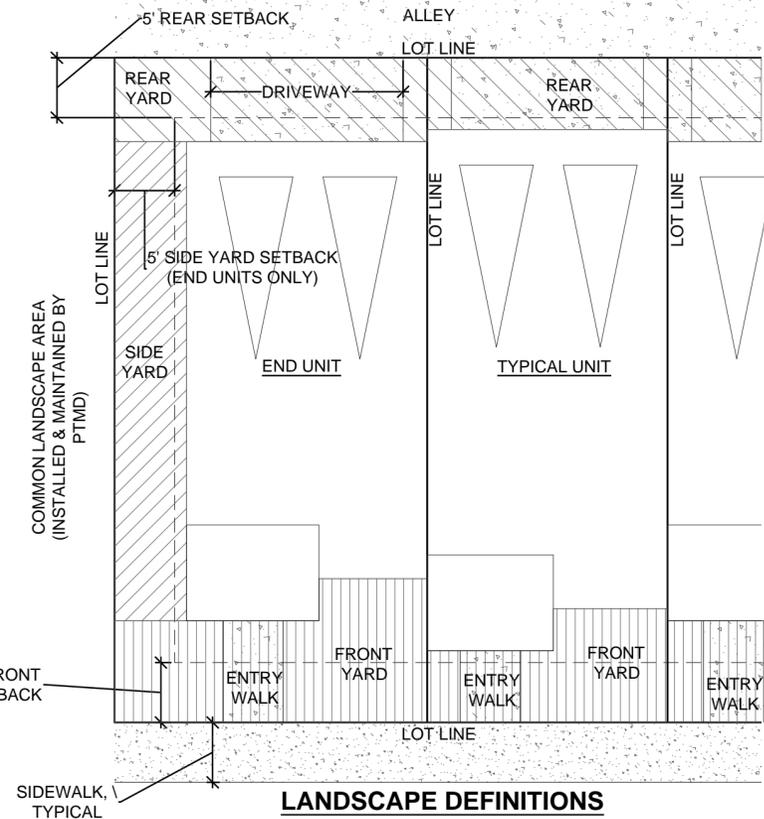
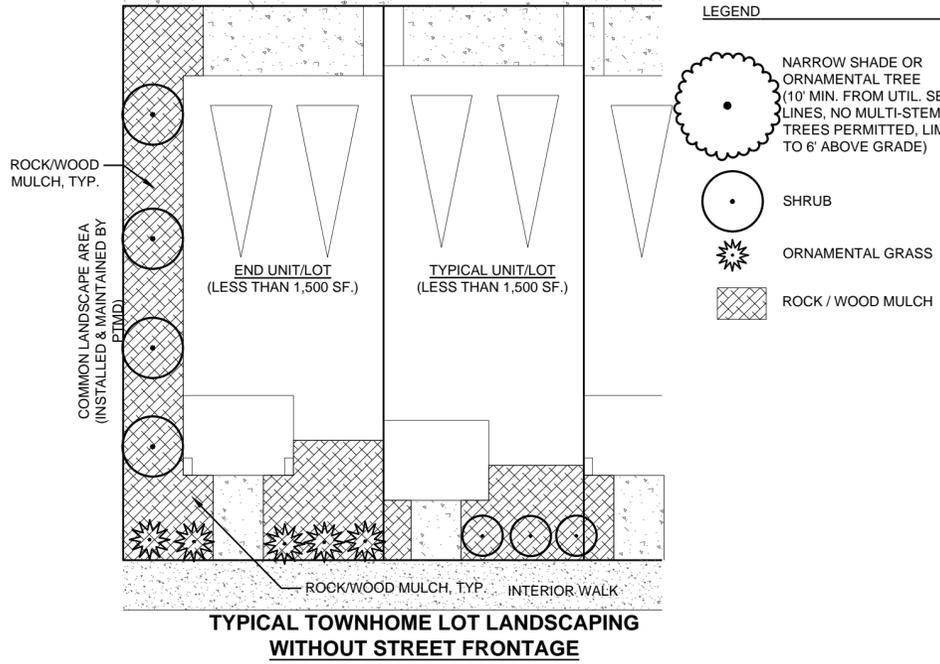
1. ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT AT THE RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET.
2. TREES SHALL BE INSTALLED TO MAINTAIN A MINIMUM SEPARATION DISTANCE OF 6' FROM WATER & SEWER SERVICE LINES AND 4' FROM DRY UTILITY LINES.
3. WITHIN SIGHT TRIANGLES, PLANTINGS TALLER THAN 36" FROM GUTTER FLOWLINE SHALL NOT BE INSTALLED. SHADE/ORNAMENTAL TREES MAY BE ALLOWED WITHIN SIGHT TRIANGLES BUT SHALL BE LIMBED UP TO A HEIGHT OF 8' ABOVE ADJACENT GUTTER FLOWLINE.
4. NO TREES SHALL BE PLANTED THAT MAY OBSTRUCT TRAFFIC SIGNAGE.
5. TREES SHALL NOT BE PLANTED WITHIN 15' OF POLE-MOUNTED STREET LIGHTS.
6. RIGHT OF WAY LANDSCAPE MUST INCORPORATE A MINIMUM 50% LIVING GROUND COVER IN ADDITION TO TREES/SHRUBS.

COUNTY PERFORMANCE STANDARDS - DWELLING, TOWNHOUSE

1. REQUIRED GROUND COVER: A MINIMUM OF ONE-THIRD (1/3) OF THE REQUIRED LANDSCAPE AREA MUST BE COVERED BY LIVING GROUND MATERIAL WITHIN ONE (1) YEAR FOLLOWING OCCUPANCY AND THEREAFTER. IF THE REQUIRED LANDSCAPING CANNOT BE COMPLETED PRIOR TO OCCUPANCY, THEN A BOND IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE PERCENT (125%) OF THE COST OF THE LANDSCAPING, AS ESTABLISHED BY A LOCAL LANDSCAPING FIRM, MUST BE FILED WITH THE DIRECTOR OF PLANNING AND DEVELOPMENT TO GUARANTEE COMPLETION OF THE LANDSCAPING WITHIN ONE (1) PLANTING SEASON AFTER OCCUPANCY. IF THE LANDSCAPING HAS NOT BEEN COMPLETED WITHIN ONE (1) PLANTING SEASON, THE COUNTY MAY PROCEED AGAINST THE BOND TO COMPLETE THE LANDSCAPING.
2. REQUIRED TREES AND SHRUBS: A MINIMUM OF ONE (1) LARGE TREE AND TWO (2) SHRUBS, OR TWO (2) ORNAMENTAL TREES AND TWO (2) SHRUBS, SHALL BE REQUIRED FOR EACH INCREMENT OF FIFTEEN HUNDRED (1,500) SQUARE FEET IN WESTERN ADAMS COUNTY AND THREE THOUSAND (3,000) SQUARE FEET IN EASTERN ADAMS COUNTY.
3. PARKING LOT LANDSCAPING: ALL PARKING LOTS WHICH CONSIST OF THIRTY SPACES OR MORE MUST BE DESIGNED TO INCLUDE LANDSCAPED ISLANDS BETWEEN ROWS. THIS LANDSCAPING SHALL BE CREDITED TOWARD THE TOTAL LANDSCAPED AREA REQUIRED.
4. REQUIRED TREE MIX: THE SELECTION OF TREES SHALL BE A MIX OF LARGE DECIDUOUS (30% - 70%) AND ORNAMENTAL (30% - 70%) TREES. EVERGREENS SHALL BE CONSIDERED ORNAMENTAL.
5. MINIMUM SIZE REQUIREMENTS: MINIMUM SIZE REQUIREMENTS FOR TREES AND SHRUBS SHALL BE:

PLANT TYPE	MATURITY HEIGHT	MINIMUM PLANT SIZE AT PLANTING
ORNAMENTALS	LESS THAN 20'	1" TO 1.5"
LARGE DECIDUOUS	OVER 20'	2" TO 2.5"
EVERGREENS (SM.)	LESS THAN 20'	5' TALL
EVERGREENS (LG.)	OVER 20'	8' TALL
LOW SHRUBS	1' TO 3'	5 GALLON
UPRIGHT SHRUBS	3' TO 10'	5 GALLON

**FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
A PLANNED UNIT DEVELOPMENT
ADAMS COUNTY, COLORADO 80030**



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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4

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RESIDENTIAL LANDSCAPE STANDARDS

PROJECT NO: PHT004.01
DESIGNED BY: JWJ
DRAWN BY: JWJ
DATE: 12/12/2018

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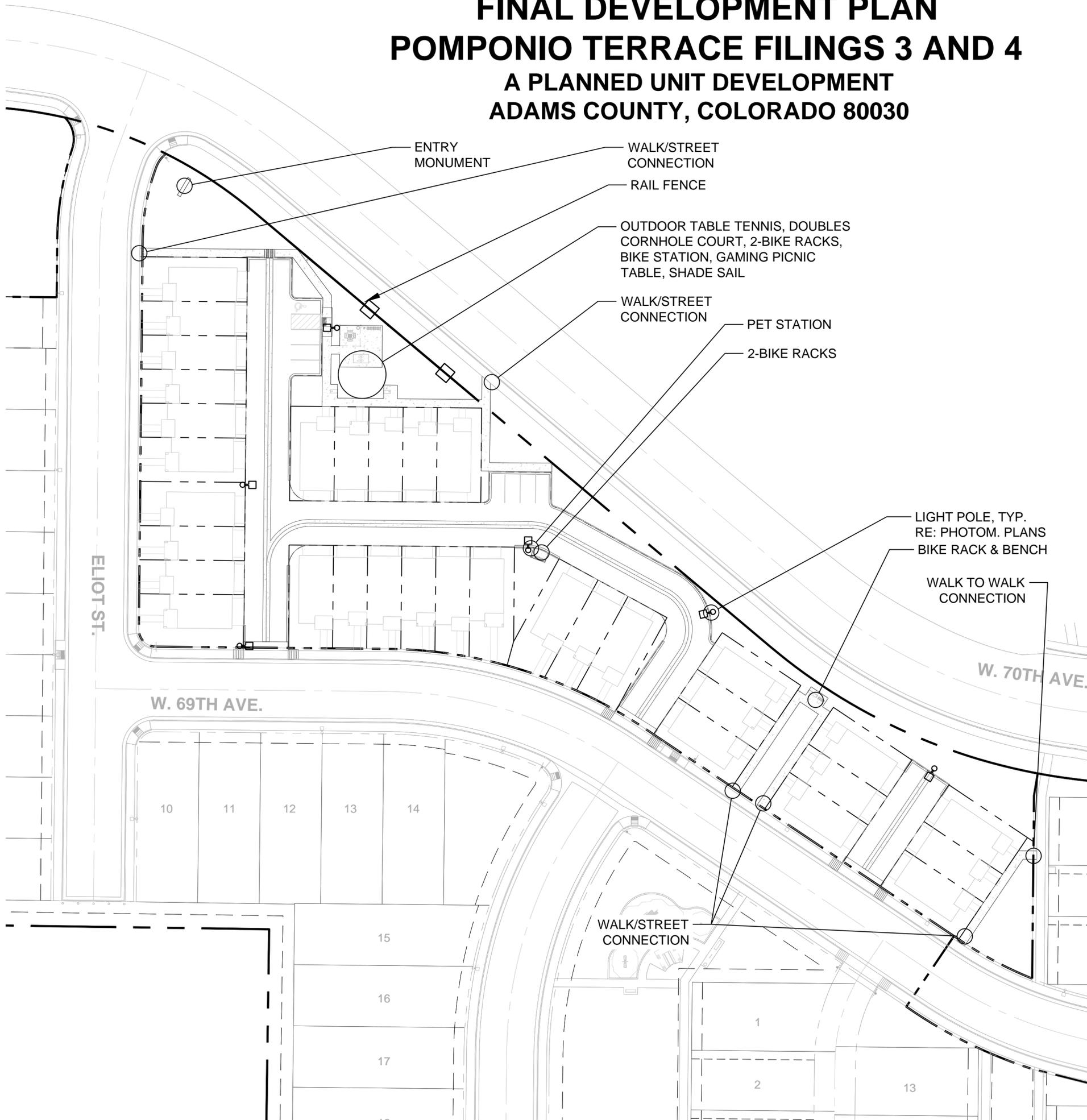
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FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

A PLANNED UNIT DEVELOPMENT

ADAMS COUNTY, COLORADO 80030



FILINGS 3 AMENITY SCHEDULE

ITEM	QTY.
GAMING PICNIC TABLE	1
BENCH	1
TRASH RECEPTACLE	1
PET STATION	2
BIKE REPAIR STATION	1
SHADE SAIL	1
BIKE RACK	5
OUTDOOR TABLE TENNIS	1
DOUBLES CORNHOLE COURT	1
LIGHT POLES	6

ITEMS AND QUANTITIES REPRESENT MINIMUM PROPOSED AMENITIES. TYPES AND NUMBER OF AMENITIES MAY BE SUBJECT TO CHANGE.

KEYMAP

NORTH

SCALE: 1"=40'-0"

people creating spaces

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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
OVERALL FENCING, LANDSCAPE & WALK CONNECTION PLAN-FILING NO. 3

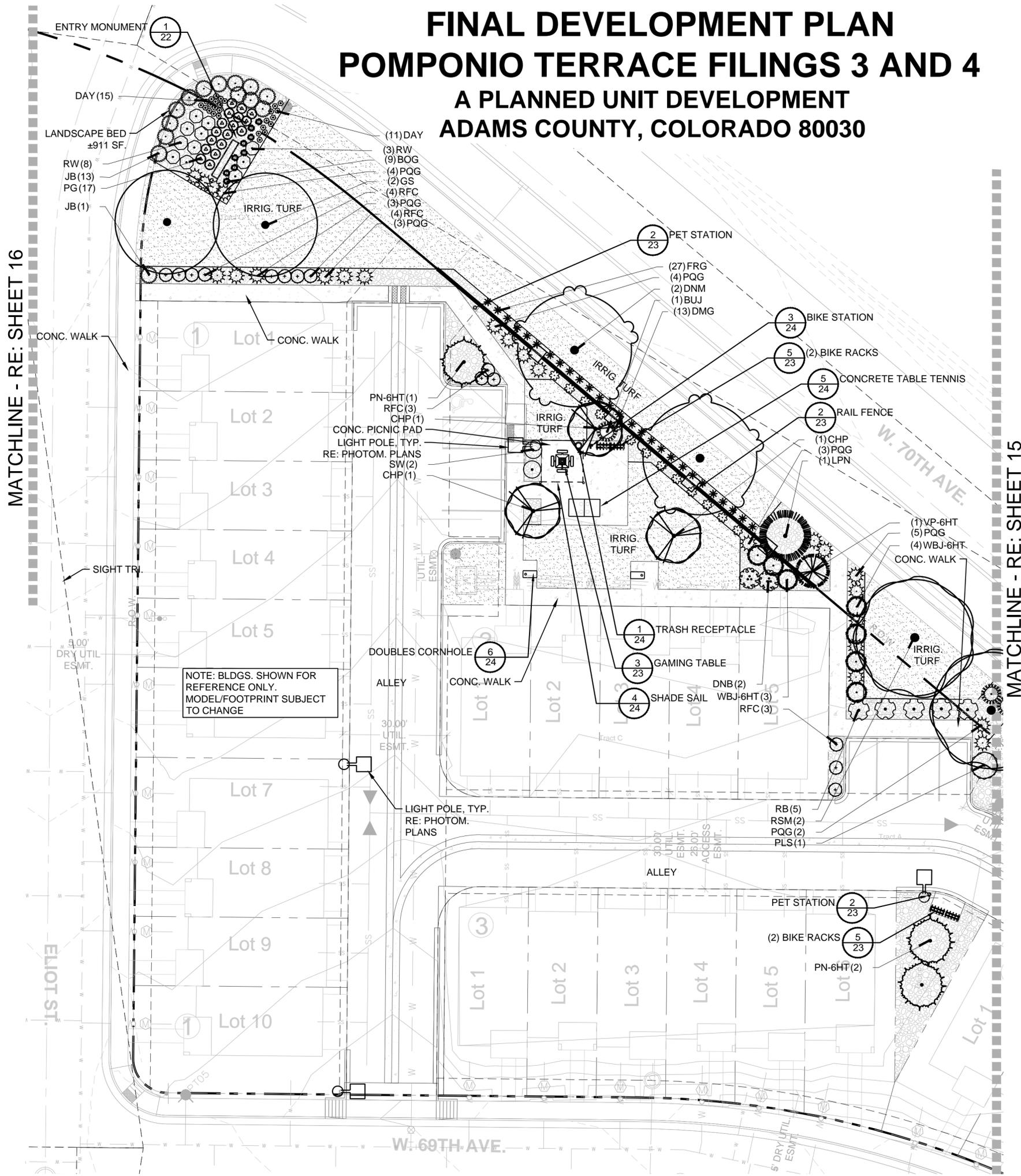
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FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030



NOTE: BLDGS. SHOWN FOR REFERENCE ONLY. MODEL/FOOTPRINT SUBJECT TO CHANGE

PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
ABM	AUTUMN BLAZE MAPLE
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
EQM	EMERALD QUEEN MAPLE
QRC	ENGLISH OAK
GL	GREENSPIRE LITTLELEAF LINDEN
GI	IMPERIAL HONEYLOCUST
GK	KENTUCKY COFFEE TREE
QR	RED OAK
RSM	RED SUNSET MAPLE
GS	SHADEMASTER LOCUST
QB	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
PN-6HT	AUSTRIAN BLACK PINE
BP 6FT	BRISTLECONE PINE
LPN	LIMBER PINE
LP 6FT	LIMBER PINE
VP-6HT	VANDERWOLF'S PYRAMID PINE
WBJ-6HT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
CCP	CAPITAL CALLERY PEAR
CHP	CHANTICLEER PEAR
AH	HOT WINGS TATARIAN MAPLE

DECIDUOUS SHRUBS	COMMON NAME
RFC	ALDER BUCKTHORN
BSP	COMMON BLUEBEARD SPIREA
DNB	DIABLO NINEBARK
MKL	MISS KIM LILAC
VL	MOHICAN WAYFARING TREE
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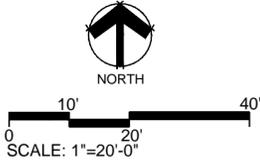
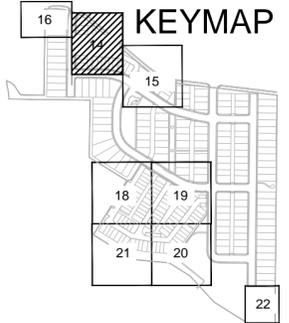
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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
LANDSCAPE PLAN-FILING NO. 3

PROJECT NO: PHT004.01
DESIGNED BY: JWI
DRAWN BY: JWI
DATE: 12/12/2018

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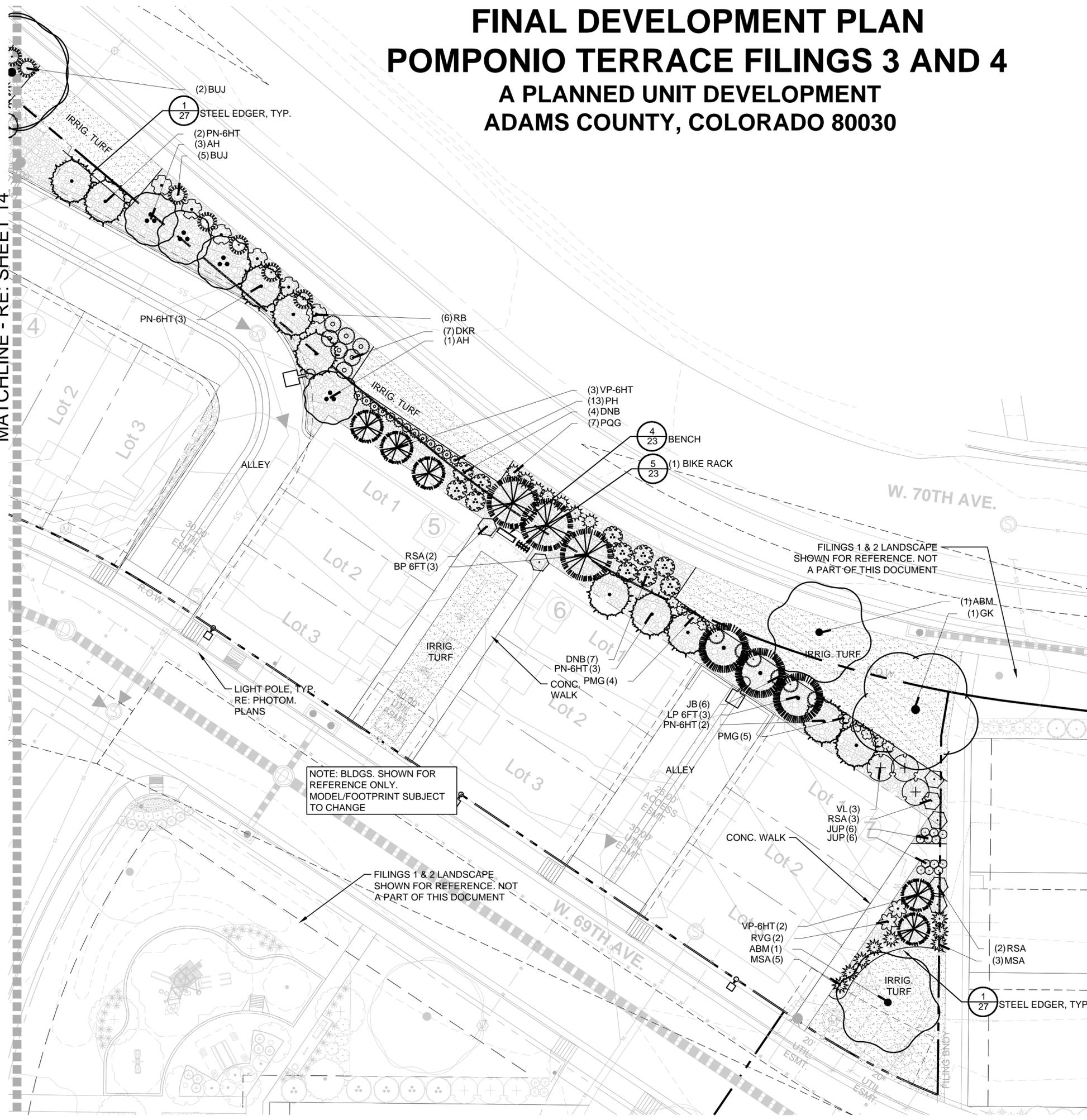
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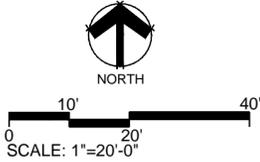
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FILINGS 1 & 2 LANDSCAPE SHOWN FOR REFERENCE. NOT A PART OF THIS DOCUMENT

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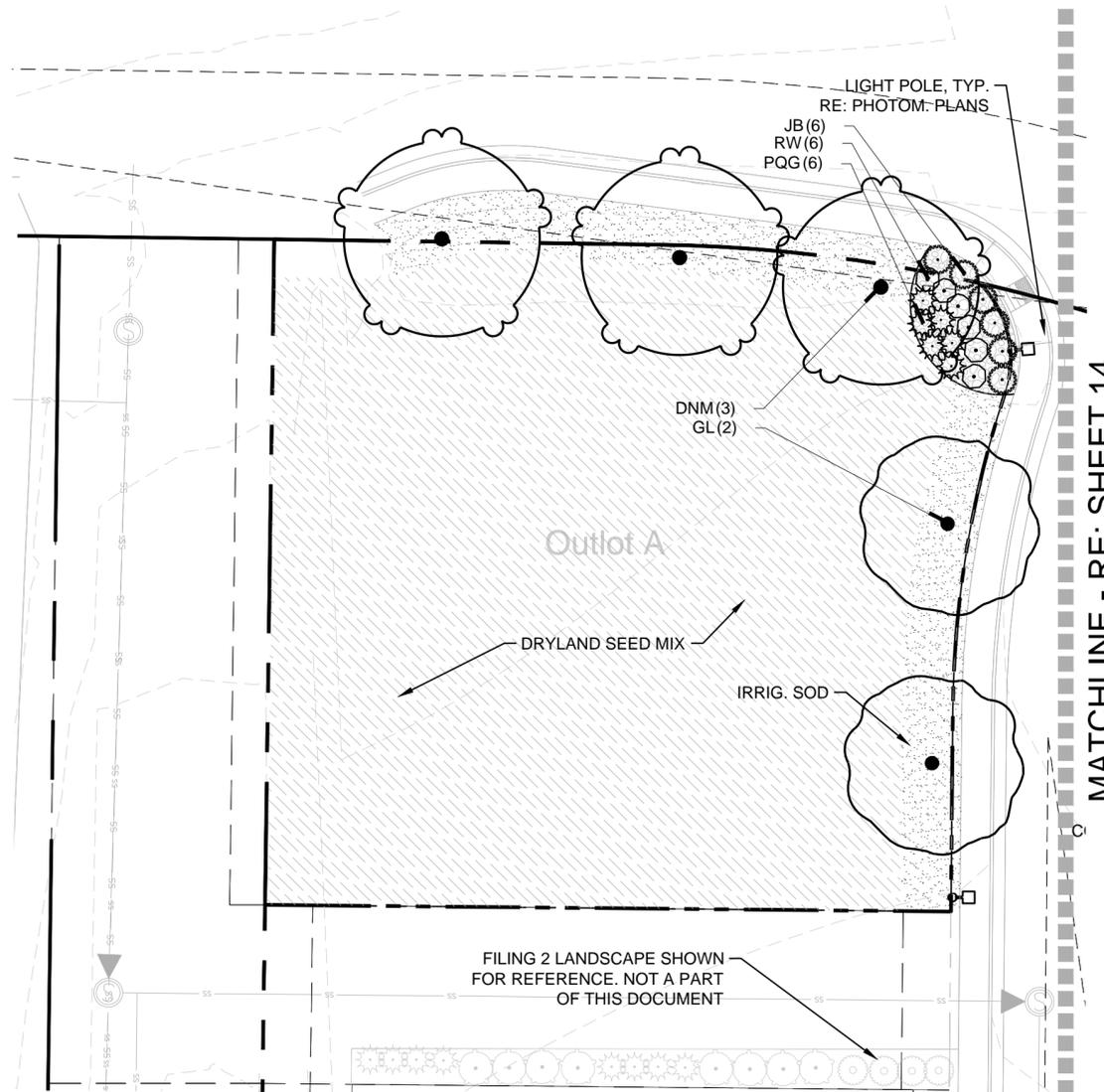
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FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

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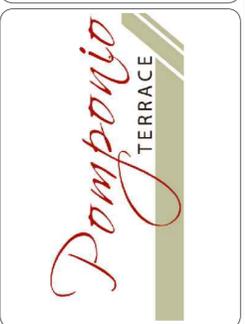
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SCALE: 1"=20'-0"

people creating spaces

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501 S. Cherry Street
Glendale, CO 80246
www.ees.us.com
303-572-7997



FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4

ADAMS COUNTY, CO 80030

LANDSCAPE PLAN OUTLOT A

PROJECT NO: PHT004.01
DESIGNED BY: JWJ
DRAWN BY: JWJ
DATE: 12/12/2018

FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

PLANT / GROUNDCOVER LIST

DECIDUOUS TREES		COMMON NAME	
ABM		ABM	AUTUMN BLAZE MAPLE
HAC		HAC	COMMON HACKBERRY
DNM		DNM	DEBORAH MAPLE
EQM		EQM	EMERALD QUEEN MAPLE
QRC		QRC	ENGLISH OAK
GL		GL	GREENSPIRE LITTLELEAF LINDEN
GI		GI	IMPERIAL HONEYLOCUST
GK		GK	KENTUCKY COFFEE TREE
QR		QR	RED OAK
RSM		RSM	RED SUNSET MAPLE
GS		GS	SHADEMASTER LOCUST
QB		QB	SWAMP WHITE OAK

EVERGREEN TREES		COMMON NAME	
PN-6HT		PN-6HT	AUSTRIAN BLACK PINE
BP 6FT		BP 6FT	BRISTLECONE PINE
LPN		LPN	LIMBER PINE
LP 6FT		LP 6FT	LIMBER PINE
VP-6HT		VP-6HT	VANDERWOLF'S PYRAMID PINE
WBJ-6HT		WBJ-6HT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES		COMMON NAME	
CCP		CCP	CAPITAL CALLERY PEAR
CHP		CHP	CHANTICLEER PEAR
AH		AH	HOT WINGS TATARIAN MAPLE

DECIDUOUS SHRUBS		COMMON NAME	
RFC		RFC	ALDER BUCKTHORN
BSP		BSP	COMMON BLUEBEARD SPIREA
DNB		DNB	DIABLO NINEBARK
MKL		MKL	MISS KIM LILAC
VL		VL	MOHICAN WAYFARING TREE
DGN		DGN	NINEBARK, 'DART'S GOLD'
PLS		PLS	PURPLE LEAF SAND CHERRY
RB		RB	RABBITBRUSH
DKR		DKR	ROSE, 'DOUBLE KNOCKOUT'
RSA		RSA	RUSSIAN SAGE
SW		SW	SPIREA, 'ANTHONY WATERER'
RW		RW	WHITE MEIDLAND ROSE

EVERGREEN SHRUBS		COMMON NAME	
JUA		JUA	ARCADIA JUNIPER
JB		JB	BROADMOOR JUNIPER
BUJ		BUJ	BUFFALO JUNIPER
SCJ		SCJ	SCANDIA JUNIPER

GRASSES		COMMON NAME	
MSA		MSA	ADAGIO EULALIA GRASS
PMG		PMG	AUTUMN RED FLAME GRASS
BOG		BOG	BLUE OAT GRASS
DMG		DMG	DWARF MAIDEN GRASS
FRG		FRG	FEATHER REED GRASS
PG		PG	FOUNTAIN GRASS
PH		PH	HEAVY METAL SWITCH GRASS
MG		MG	MISCANTHUS 'GOLD BAR'
PQG		PQG	PORCUPINE GRASS
RVG		RVG	RAVENNA GRASS

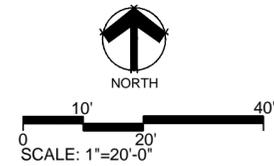
PERENNIALS		COMMON NAME	
JUP		JUP	JUPITER'S BEARD
DAY		DAY	STELLA DE ORO DAYLILY

MULCH		COMMON NAME	
			ROCK MULCH, 1.5"-3" DIA

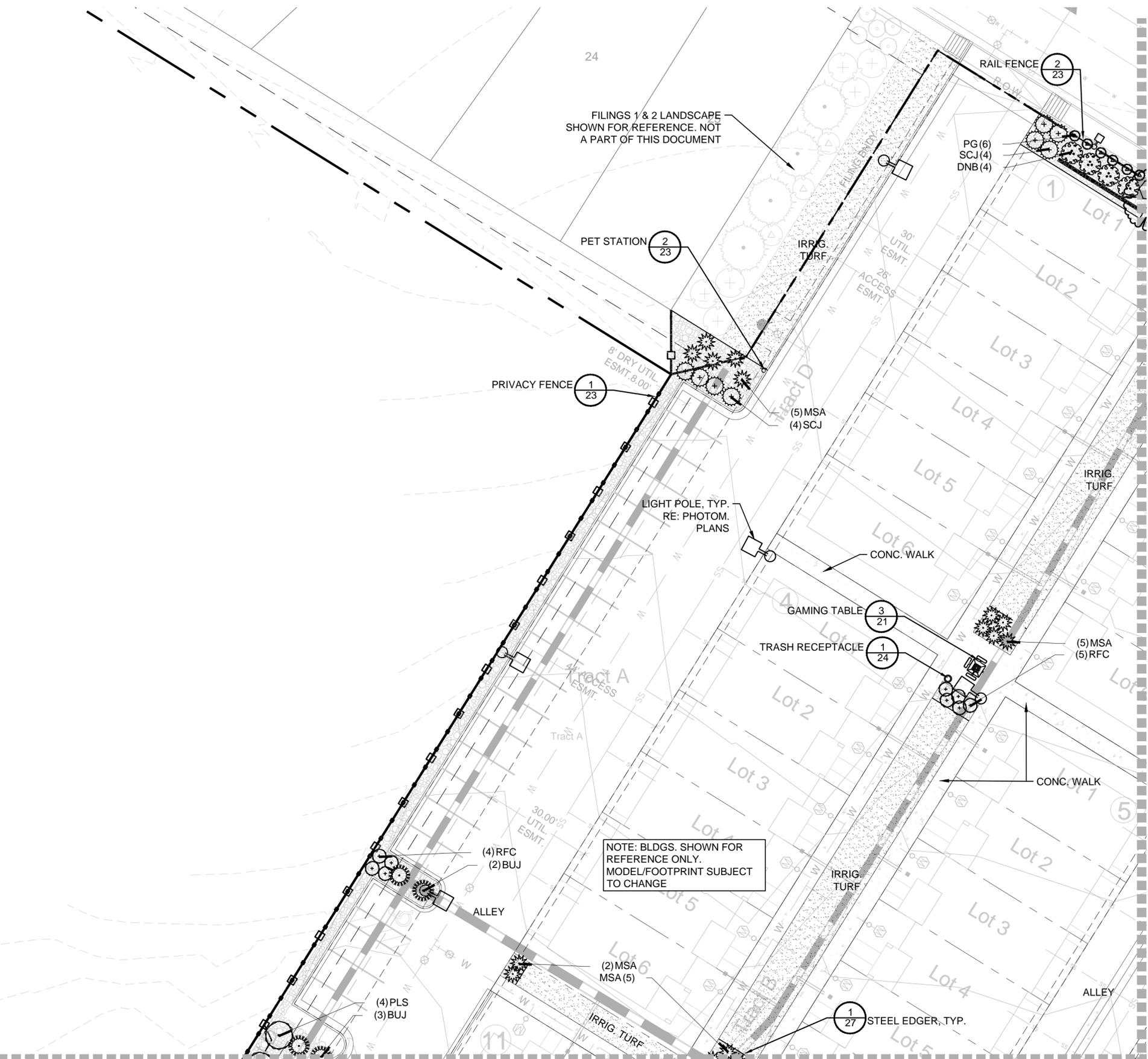
SEED		COMMON NAME	
			DRYLAND SEED MIX - NON-IRRIG

SOD		COMMON NAME	
			IRRIG. TURF, 'ENVIROTURF'

KEYMAP



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FILINGS 1 & 2 LANDSCAPE SHOWN FOR REFERENCE. NOT A PART OF THIS DOCUMENT

PET STATION 2/23

PRIVACY FENCE 1/23

8" DRY UTIL. ESMT. 8.00'

LIGHT POLE, TYP. RE: PHOTOM. PLANS

GAMING TABLE 3/21

TRASH RECEPTACLE 1/24

NOTE: BLDGS. SHOWN FOR REFERENCE ONLY. MODEL/FOOTPRINT SUBJECT TO CHANGE

STEEL EDGER, TYP. 1/27

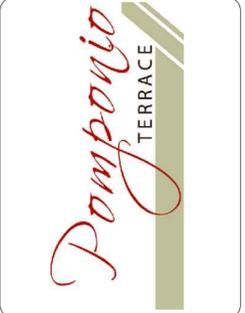
MATCHLINE - RE: SHEET 19

MATCHLINE - RE: SHEET 21

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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
LANDSCAPE PLAN-FILING NO. 4

PROJECT NO: PHT004.01
DESIGNED BY: JWJ
DRAWN BY: JWJ
DATE: 12/12/2018

FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
ABM	AUTUMN BLAZE MAPLE
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
EQM	EMERALD QUEEN MAPLE
QRC	ENGLISH OAK
GL	GREENSPIRE LITTLELEAF LINDEN
GI	IMPERIAL HONEYLOCUST
GK	KENTUCKY COFFEE TREE
QR	RED OAK
RSM	RED SUNSET MAPLE
GS	SHADEMASTER LOCUST
QB	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
PN-6HT	AUSTRIAN BLACK PINE
BP 6FT	BRISTLEcone PINE
LPN	LIMBER PINE
LP 6FT	LIMBER PINE
VP-6HT	VANDERWOLF'S PYRAMID PINE
WBJ-6HT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
CCP	CAPITAL CALLERY PEAR
CHP	CHANTICLEER PEAR
AH	HOT WINGS TATARIAN MAPLE

DECIDUOUS SHRUBS	COMMON NAME
RFC	ALDER BUCKTHORN
BSP	COMMON BLUEBEARD SPIREA
DNB	DIABLO NINEBARK
MKL	MISS KIM LILAC
VL	MOHICAN WAYFARING TREE
DGN	NINEBARK, 'DART'S GOLD'
PLS	PURPLE LEAF SAND CHERRY
RB	RABBITBRUSH
DKR	ROSE, 'DOUBLE KNOCKOUT'
RSA	RUSSIAN SAGE
SW	SPIREA, 'ANTHONY WATERER'
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JUA	ARCADIA JUNIPER
JB	BROADMOOR JUNIPER
BUJ	BUFFALO JUNIPER
SCJ	SCANDIA JUNIPER

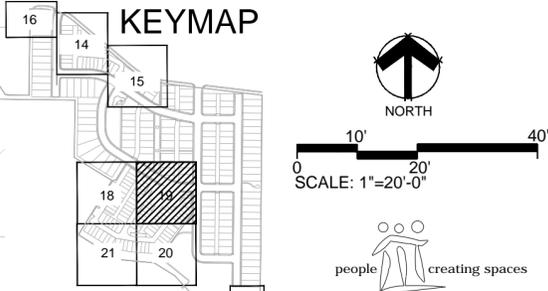
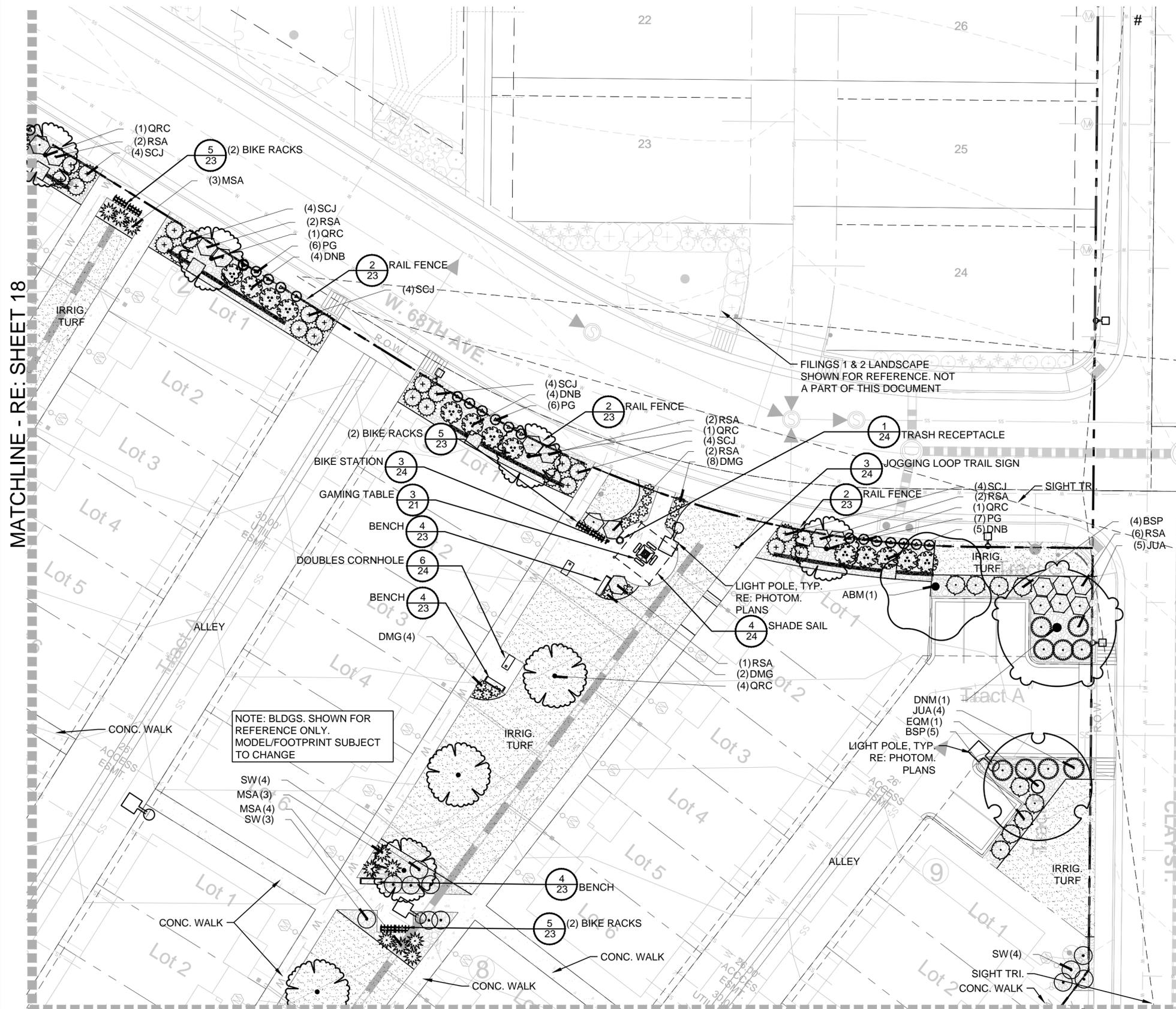
GRASSES	COMMON NAME
MSA	ADAGIO EULALIA GRASS
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DMG	DWARF MAIDEN GRASS
FRG	FEATHER REED GRASS
PG	FOUNTAIN GRASS
PH	HEAVY METAL SWITCH GRASS
MG	MISCANTHUS 'GOLD BAR'
PQG	PORCUPINE GRASS
RVG	RAVENNA GRASS

PERENNIALS	COMMON NAME
JUP	JUPITER'S BEARD
DAY	STELLA DE ORO DAYLILY

MULCH	COMMON NAME
	ROCK MULCH, 1.5"-3" DIA

SEED	COMMON NAME
	DRYLAND SEED MIX - NON-IRRIG

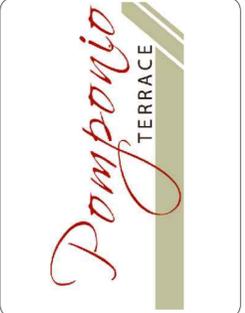
SOD	COMMON NAME
	IRRIG. TURF, 'ENVIROTURF'



MATCHLINE - RE: SHEET 18

MATCHLINE - RE: SHEET 20

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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
LANDSCAPE PLAN-FILING NO. 4

PROJECT NO: PHT004.01
DESIGNED BY: JWI
DRAWN BY: JWI
DATE: 12/12/2018

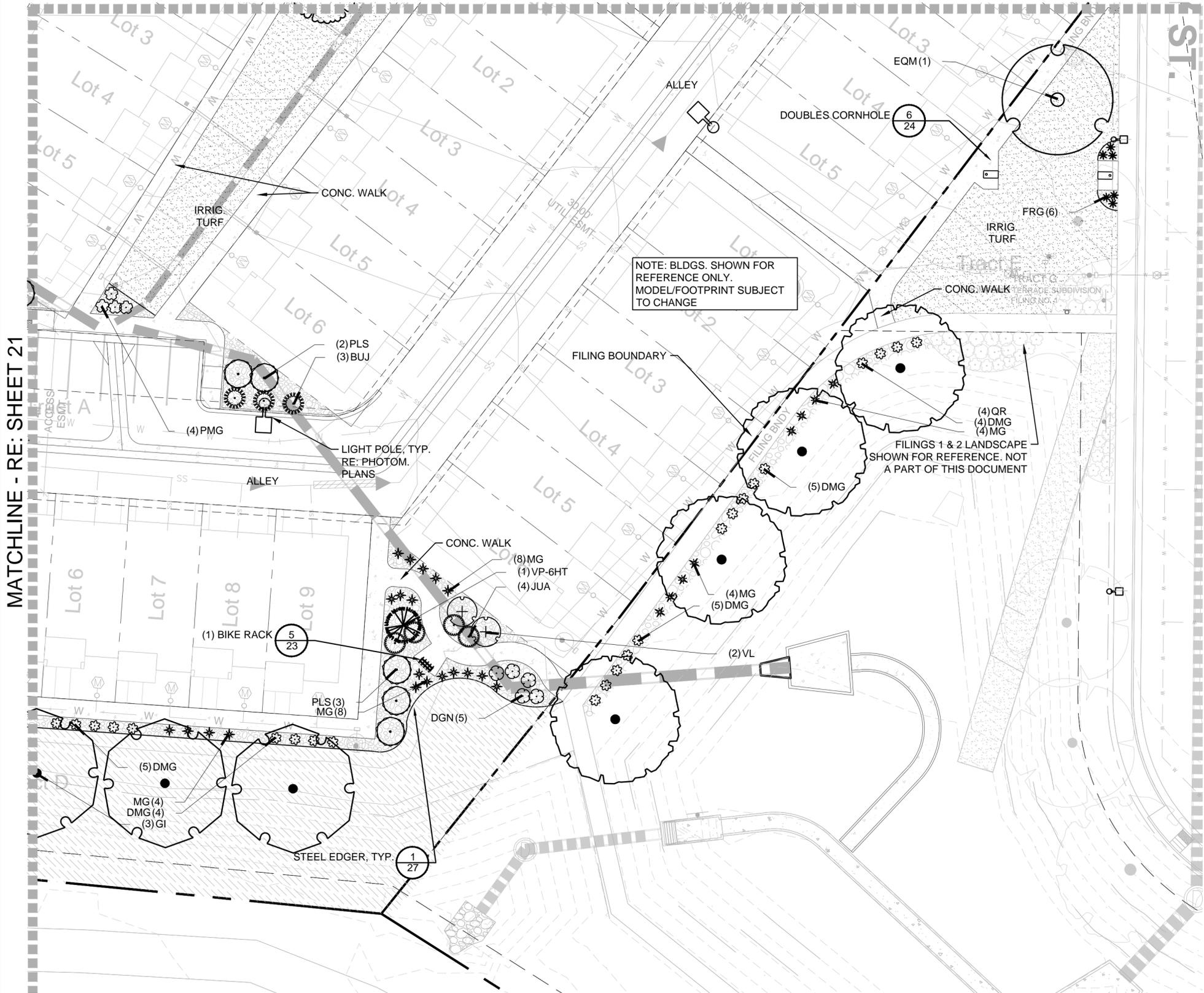
FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

A PLANNED UNIT DEVELOPMENT

ADAMS COUNTY, COLORADO 80030

MATCHLINE - RE: SHEET 19



PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
ABM	AUTUMN BLAZE MAPLE
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
EQM	EMERALD QUEEN MAPLE
QRC	ENGLISH OAK
GL	GREENSPIRE LITTLELEAF LINDEN
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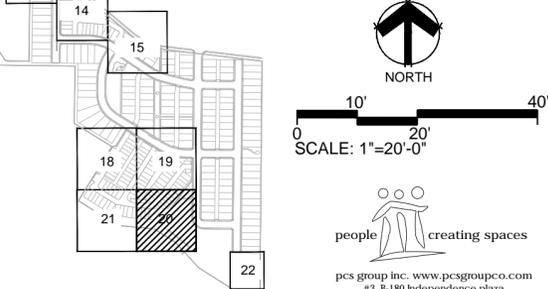
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MULCH	COMMON NAME
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SEED	COMMON NAME
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SOD	COMMON NAME
[Symbol]	IRRIG. TURF, 'ENVIROTURF'

KEYMAP



501 S. Cherry Street
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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
LANDSCAPE PLAN-FILING NO. 4

PROJECT NO: PHT004.01
DESIGNED BY: JWI
DRAWN BY: JWI
DATE: 12/12/2018

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MATCHLINE - RE: SHEET 21

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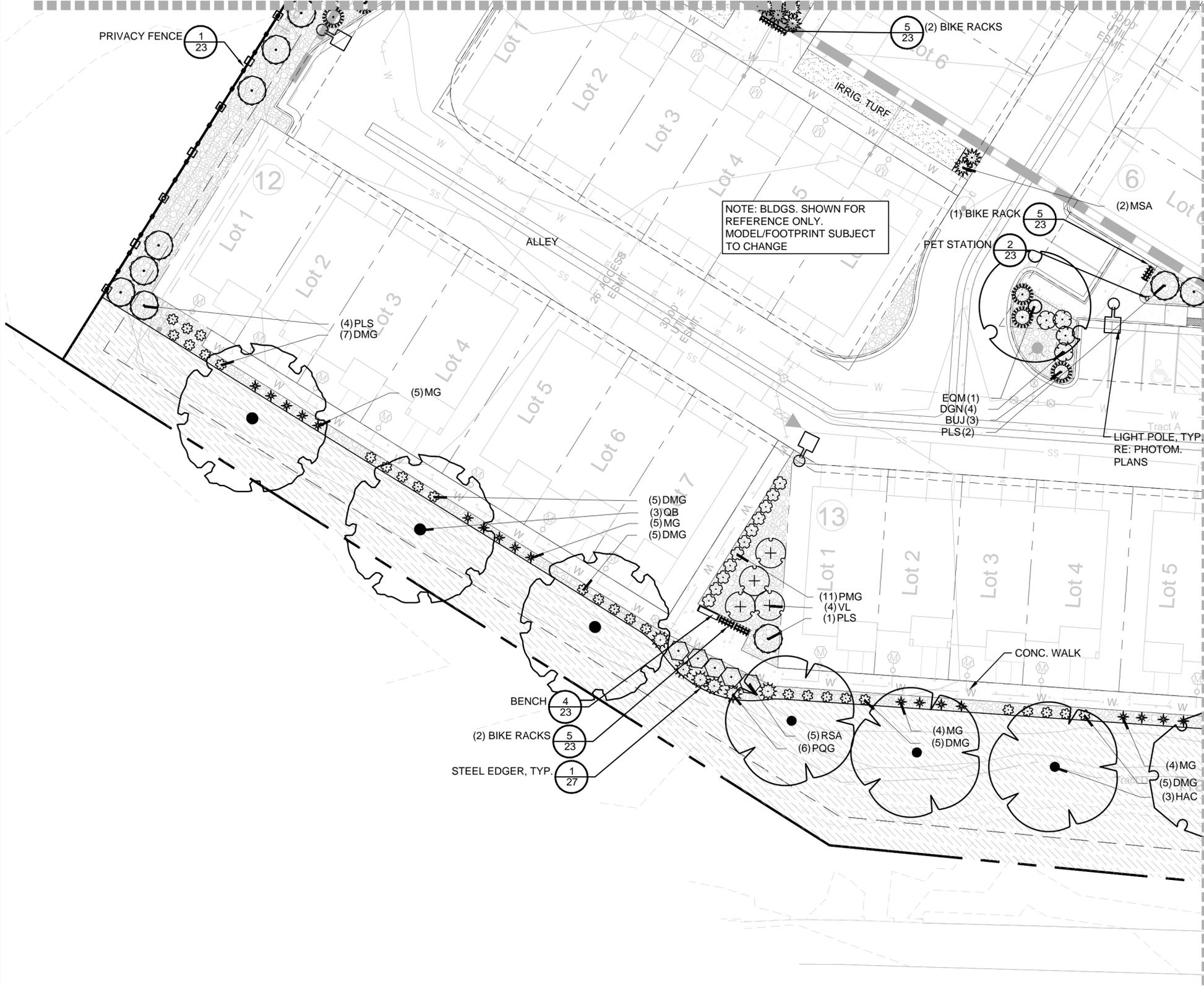
FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

A PLANNED UNIT DEVELOPMENT

ADAMS COUNTY, COLORADO 80030

MATCHLINE - RE: SHEET 18



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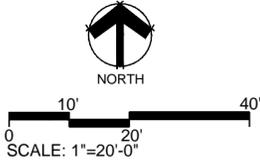
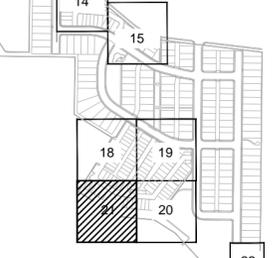
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	DRYLAND SEED MIX - NON-IRRIG

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KEYMAP



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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
LANDSCAPE PLAN-FILING NO. 4

PROJECT NO: PHT004.01
DESIGNED BY: JWI
DRAWN BY: JWI
DATE: 12/12/2018

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FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

A PLANNED UNIT DEVELOPMENT

ADAMS COUNTY, COLORADO 80030

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SEED		COMMON NAME	
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		IRRIG. TURF, 'ENVIROTURF'	

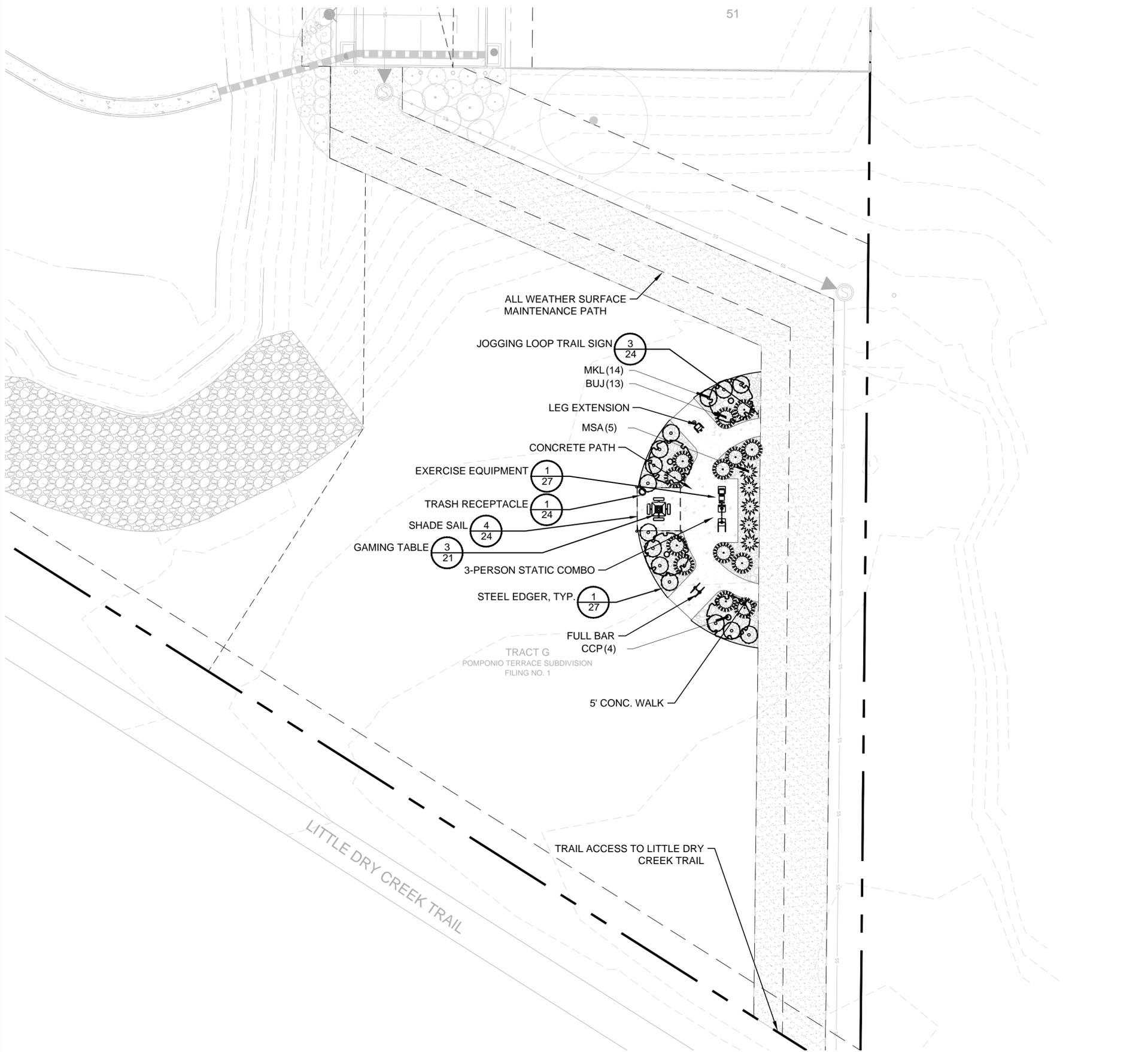
KEYMAP

NORTH

SCALE: 1"=20'-0"

people creating spaces

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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
LANDSCAPE PLAN-ENHANCED ACTIVITY AREA

ADAMS COUNTY, CO 80030

PROJECT NO: PHT004.01
 DESIGNED BY: JWI
 DRAWN BY: JWI
 DATE: 12/12/2018

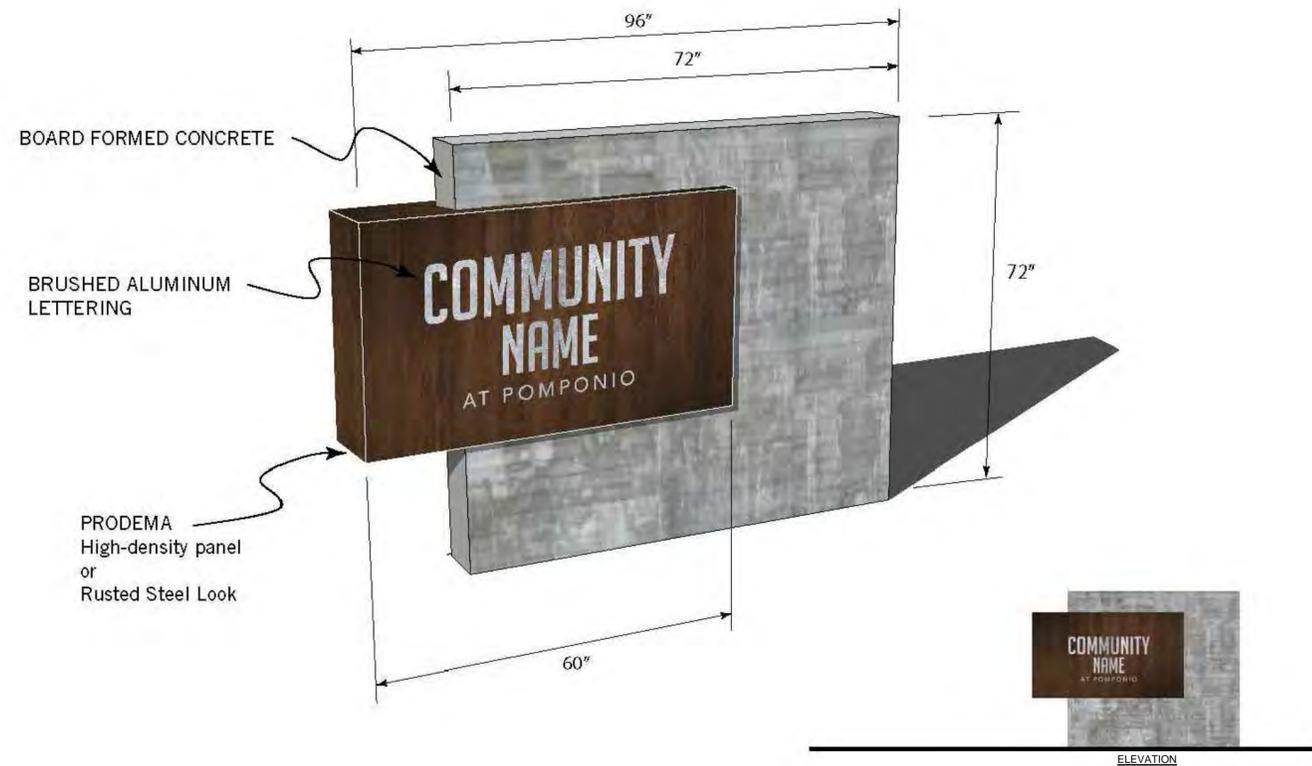
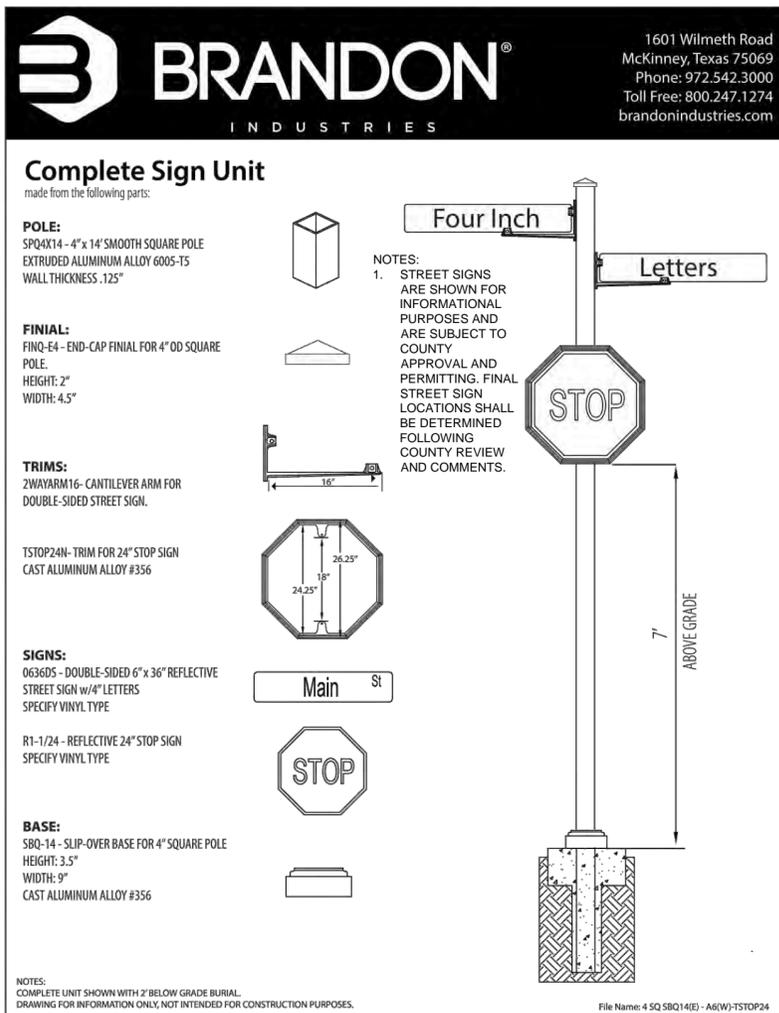
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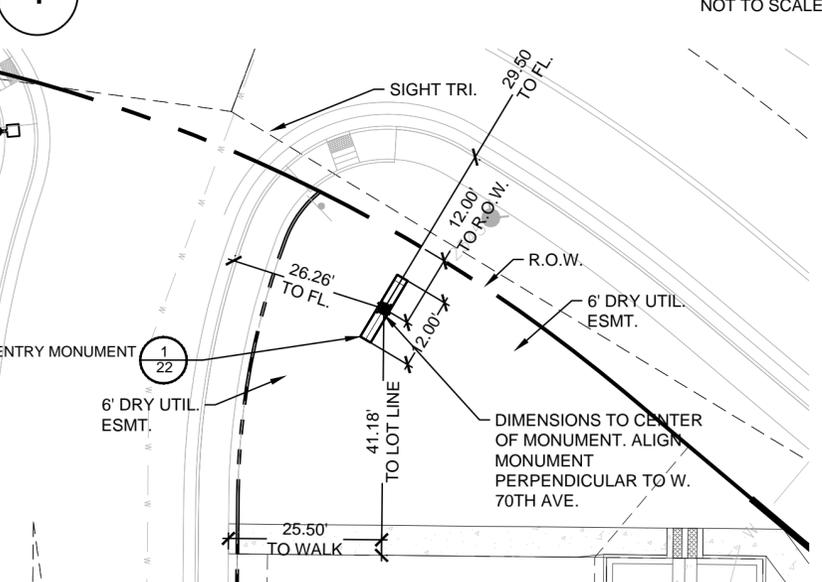
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FINAL DEVELOPMENT PLAN POMPONIO TERRACE FILINGS 3 AND 4 A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

DESIGN IS TYPICAL.
SPECIFIED EQUIPMENT
AND MATERIALS MAY BE
SUBJECT TO CHANGE.



1 ENTRY MONUMENT NOT TO SCALE

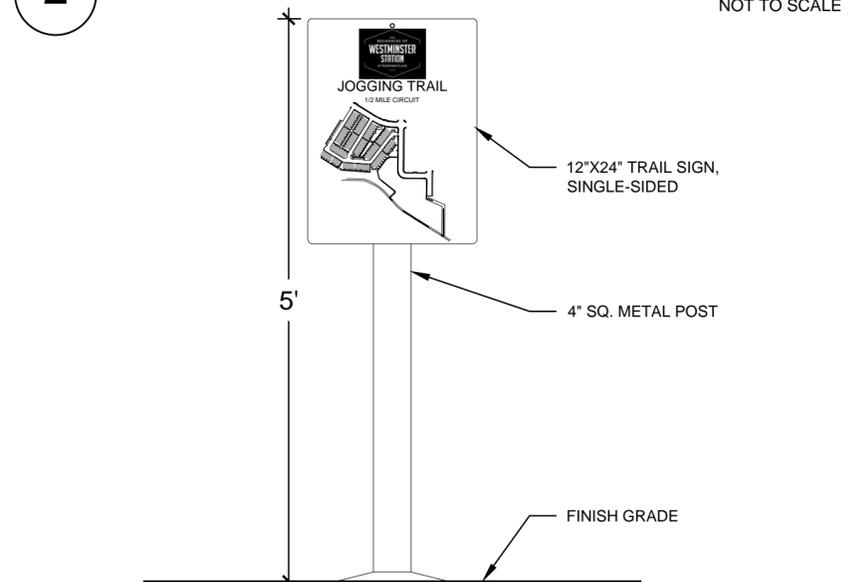


3 MONUMENT LAYOUT PLAN NOT TO SCALE

MONUMENT NOTES

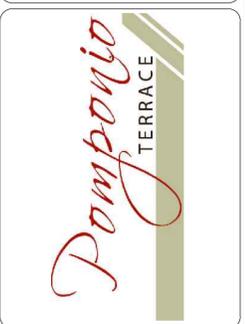
- MONUMENT SIGNAGE NOTES**
- MONUMENT SIGN IS TYPICAL AND SUBJECT TO CHANGE. FINAL SIGN DESIGN AND CONSTRUCTION DETAILS SHALL BE SUBMITTED AS PART OF A PERMIT PROCESS. DRAWING IS SHOWN TO ILLUSTRATE DESIGN INTENT AND SCALE.
 - (1) MONUMENT SIGN WILL BE INSTALLED AS PART OF FILINGS 1 & 2. IT WILL BE LOCATED AT THE INTERSECTION OF W. 70TH AVE. & CLAY ST.
 - PROPOSED MONUMENTATION MAY CONSIST OF A VARIETY OF BUILDING MATERIALS INCLUDING STONE, CONCRETE, METAL, STUCCO OR COMBINATION THERE OF.
 - APPROX SIGNFACE AREA = ±40SQ FT. MAX
 - SIGN HEIGHT = 6' MAX.
 - SETBACK FROM W. 70TH AVE RIGHT OF WAY = 12 FEET
 - SETBACK FROM NEAREST LOT LINE = 41.18 FEET
 - MONUMENT LANDSCAPE BED = ±70SQ FT.
- MARKETING SIGNAGE NOTES**
- MARKETING SIGN DESIGN AND CONSTRUCTION DETAILS SHALL BE SUBMITTED AS PART OF A SEPARATE PERMIT PROCESS.
 - A MINIMUM OF (3) LARGE MARKETING SIGNS ARE PROPOSED TO BE LOCATED ON FEDERAL BLVD. AND/OR ON W. 70TH AVE. LARGE MARKETING SIGNS SHALL RANGE IN SIZE FROM 12'X8' TO 16'X12'.
 - MULTIPLE DIRECTIONAL/MARKETING SIGNS SHALL BE PLACED THROUGHOUT THE DEVELOPMENT. DIRECTIONAL/MARKETING SIGNS SHALL RANGE IN SIZE FROM 4'X8' TO 8'X12'.

2 ENHANCED STREET SIGN NOT TO SCALE



3 JOGGING LOOP TRAIL SIGN NOT TO SCALE

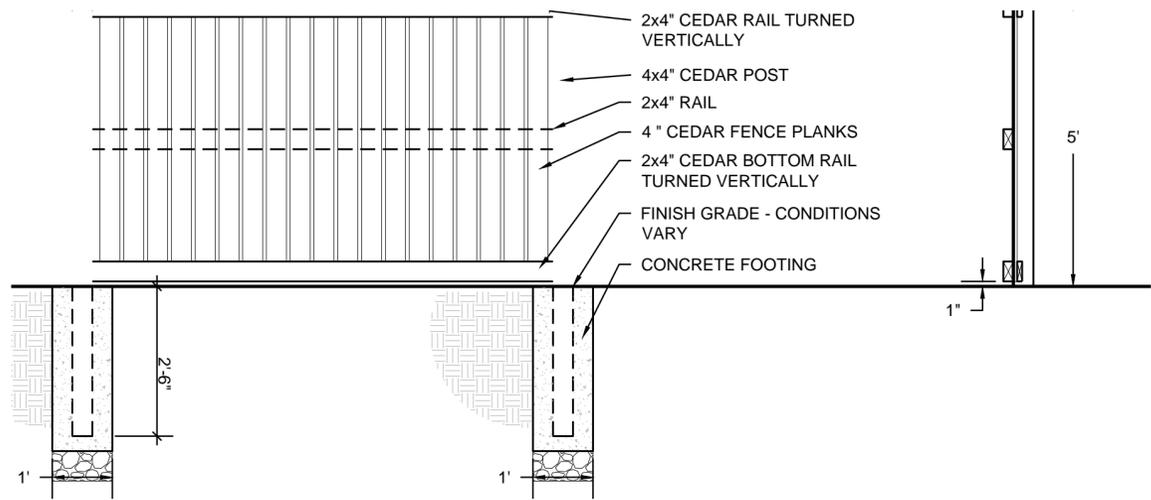
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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 3 AND 4
ADAMS COUNTY, CO 80030
SITE & LANDSCAPE DETAILS

PROJECT NO: PHT004.01
DESIGNED BY: JWJ
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DATE: 12/12/2018

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12/13/2018 1:35 PM Y:\POMPONIO\PLANNING\CURRENT DWGS\FDP-LDSCP PLANS-FILINGS 3&4.DWG

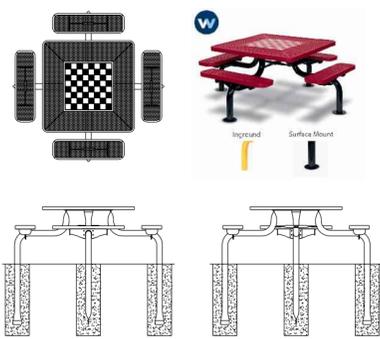


1 PRIVACY FENCE

NOT TO SCALE

2 RA

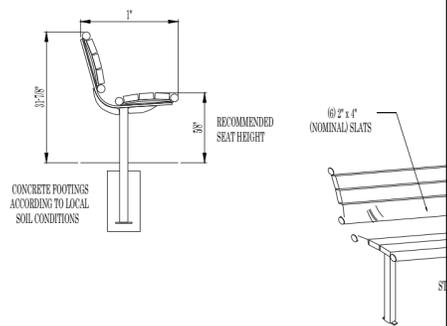
46" GAMING TABLE



3 GAMING TABLE

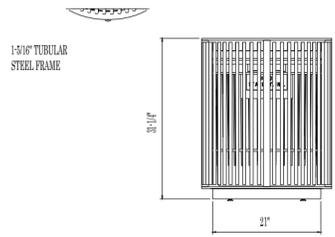
TYPICAL, SUBJECT TO CHANGE

NOT TO SCALE

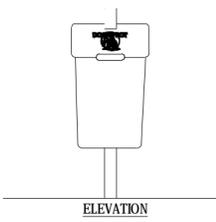


4 BENCH

TYPICAL, SUBJECT TO CHANGE

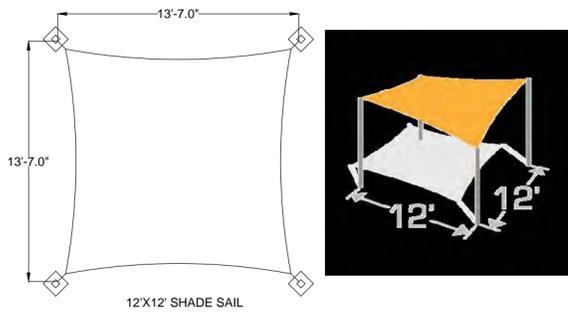


1 TRASH RECEPTACLE



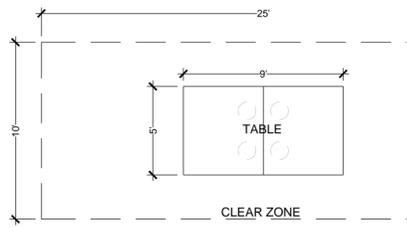
2 PET STATION

NOT TO SCALE

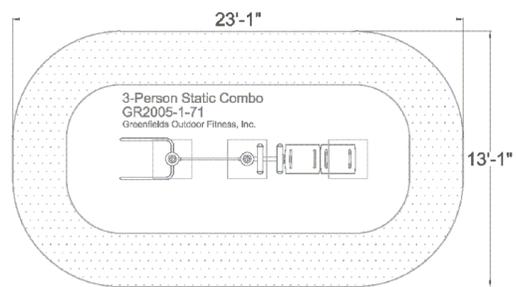


4 SHADE SAIL

NOT TO SCALE



5 CONCRETE TABLE TENNIS



3-PERSON STATIC COMBO

1 EXERCISE EQUIPMENT

NOT TO SCALE

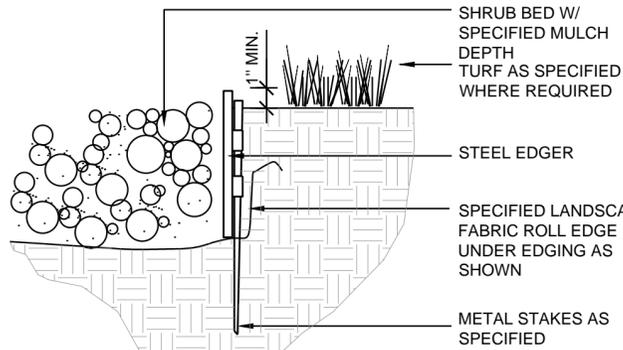
FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 3 AND 4

A PLANNED UNIT DEVELOPMENT

ADAMS COUNTY, COLORADO 80030

PRODUCT: PERFEDGE, 4", 16 GA.,
 ROLLED TOP
 COLOR: GREEN
 MANUF: COYOTE LANDSCAPE PRODUCTS
 4661 MONACO ST., DENVER, CO 802016
 1-800-321-1115

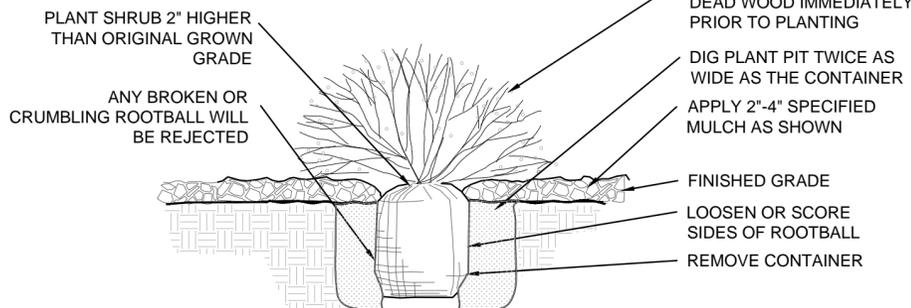


- NOTES:
1. SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
 2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
 3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

1 STEEL EDGER

NOT TO SCALE

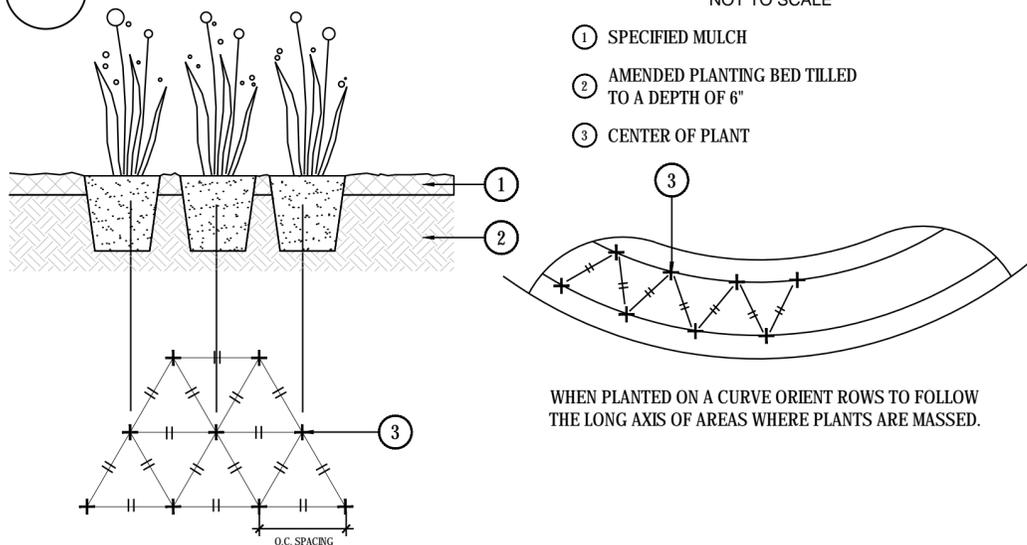
- NOTES:
1. BACKFILL AND WATER-IN THOROUGHLY.
 2. BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS



2 SHRUB PLANTING

NOT TO SCALE

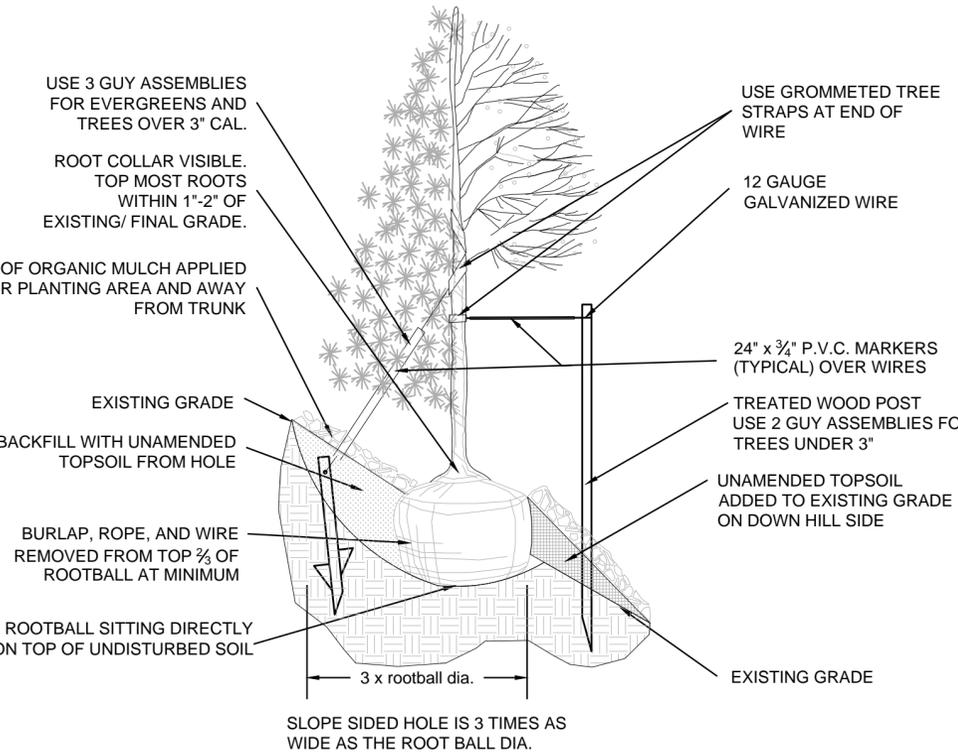
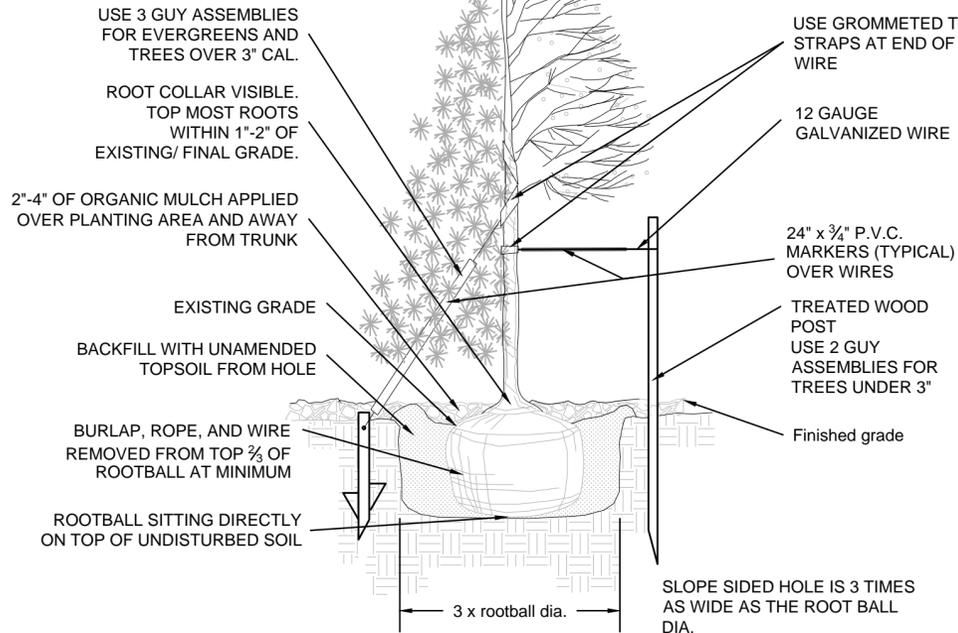
- 1 SPECIFIED MULCH
- 2 AMENDED PLANTING BED TILLED TO A DEPTH OF 6"
- 3 CENTER OF PLANT



3 GRASS/PERENNIAL PLANTING

NOT TO SCALE

- NOTES:
1. BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
 2. PRUNE ALL DEAD OR DAMAGED WOOD AFTER PLANTING.



4 TREE PLANTING

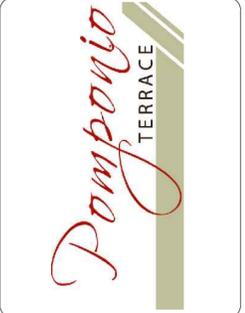
TREE PLANTING

NOT TO SCALE

- NOTES:
1. ALL WORK TO BE DONE AT TIME OF PLANTING
 2. PEEL BACK ONLY TOP OF BURLAP REQUIRED TO PERFORM WORK. REPLACE BURLAP BEFORE MOVING TREE INTO PLANTING PIT. DO NOT REMOVE WIRE BASKET UNTIL INSIDE PLANTING PIT.
 3. MEASURE NEW HEIGHT OF ROOTBALL AND DIG PLANTING PIT SO FINAL TOP ROOTBALL GRADE IS 3" ABOVE FINAL GRADE SURROUNDING BALL.
 4. EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND NO DEEPER THAN THE DISTANCE FROM THE TOP MOST ROOTS IN THE ROOT BALL TO THE BOTTOM OF THE ROOT BALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES, BUT DO SCORE THE SIDES OF THE PLANTING HOLE. THE PLANTING AREA SHALL BE LOOSENEED AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOT BALL. BACKFILL SHALL CONSIST OF EXISTING SITE TOPSOIL - NO AMENDMENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED.
 5. TREES SHALL BE PLANTED WITH THE ROOT COLLAR/FLARE VISIBLE ABOVE GRADE AND TWO OR MORE STRUCTURAL ROOTS LOCATED WITHIN THE TOP 1" TO 2" OF THE ROOT BALL/FINISHED GRADE MEASURED 3" TO 4" FROM TRUNK. THIS INCLUDES TREES THAT ARE SET ON SLOPES (SEE SLOPE PLANTING DETAIL). TREES THAT DO NOT HAVE A VISIBLE ROOT COLLAR SHALL BE REJECTED. DO NOT COVER THE ROOT BALL WITH SOIL.
 6. WHEN ROOT BALL WILL REMAIN INTACT, CUT OFF BOTTOM 1/4 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE BASKET COMPLETELY. AT A MINIMUM, THE TOP 2/3 OF THE BURLAP AND BASKET SHALL BE REMOVED FROM THE ROOT BALL ON ALL TREES. REMOVE ALL NYLON TIES, TWINE, ROPE AND BURLAP. REMOVE UNNECESSARY PACKING MATERIAL FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 2" TO 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS, AWAY FROM TRUNK.
 7. STAKING AND GUYING OF TREES IS OPTIONAL IN MOST PLANTING SITUATIONS. IN AREAS OF EXTREME WINDS OR ON STEEP SLOPES, STAKING MAY BE REQUIRED TO STABILIZE TREES. STAKING AND GUYING MUST BE REMOVED WITHIN 1 YEAR OF PLANTING DATE.
 8. TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS AND ONLY THEN AFTER CONSULTATION WITH THE TOWN ARBORIST.
 9. RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WILL IN NO WAY COMPROMISE THE ROOT BALL, AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.

people creating spaces
 pcs group inc. www.pcsgruopco.com
 #3, B-180 Independence plaza
 1007 18th street, denver co 80202
 t 303.531.4905 f 303.531.4908

501 S. Cherry Street
 Glendale, CO 80246
 www.ees.us.com
 303-572-7997



FINAL DEVELOPMENT PLAN
 POMPONIO TERRACE FILINGS 3 AND 4
 ADAMS COUNTY, CO 80030
 SITE & LANDSCAPE DETAILS

PROJECT NO: PHT004.01
 DESIGNED BY: JWJ
 DRAWN BY: JWJ
 DATE: 12/12/2018

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 12/13/2018 1:37 PM Y:\POMPONIO\PLANNING\CURRENT DWGS\FDP-LDSCP PLANS-FILINGS 3&4.DWG

POMPONIO TERRACE SUBDIVISION FILING NO. 3

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT
SHEET 1 OF 6

DEDICATION AND LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT POMPONIO TERRACE HOLDINGS LLC, BEING THE OWNER, AND SCONSET RESOURCES, LLC, THE ESTATE OF F. LEONARD POMPONIO AND THE ROSE MARIE POMPONIO IRREVOCABLE TRUST U/T/A AUGUST 28, 2006, AND CARDEL HOMES US LIMITED PARTNERSHIP, BEING THE HOLDERS OF DEED OF TRUST OF THAT PART OF THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TWO PARCELS OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, FROM WHICH POINT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5 BEARS NORTH 89°37'42" EAST;

THENCE SOUTH 10°45'47" EAST, A DISTANCE OF 1427.81 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2014000038990, BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED UNDER RECEPTION NO. 2014000038990 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°12'22" EAST, A DISTANCE OF 64.00 FEET;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 12°02'26", AN ARC DISTANCE OF 54.64 FEET (CHORD BEARS SOUTH 83°11'10" EAST, 54.54 FEET);

THENCE ALONG THE WESTERLY BOUNDARY OF POMPONIO TERRACE SUBDIVISION FILING NO. 2, AS RECORDED UNDER RECEPTION NO. 2016000109859, THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET AND A CENTRAL ANGLE OF 62°58'23", AN ARC DISTANCE OF 19.78 FEET (CHORD BEARS SOUTH 13°14'04" EAST, 18.80 FEET);
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°41'42", AN ARC DISTANCE OF 54.05 FEET (CHORD BEARS SOUTH 09°24'16" WEST, 53.83 FEET);
3. SOUTH 00°33'25" WEST, A DISTANCE OF 34.18 FEET;
4. NORTH 89°26'35" WEST, A DISTANCE OF 114.88 FEET;

THENCE NORTH 00°47'38" EAST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED UNDER RECEPTION NO. 2014000038990, A DISTANCE OF 111.84 FEET TO THE POINT OF BEGINNING,

CONTAINING 13,004 SQUARE FEET, OR 0.2985 ACRE, MORE OR LESS,

TOGETHER WITH

PARCEL TWO:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, FROM WHICH POINT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5 BEARS NORTH 89°37'42" EAST;

THENCE SOUTH 17°13'58" EAST, A DISTANCE OF 1498.61 TO A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2014000038990, BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED UNDER RECEPTION NO. 2014000038990 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 13°27'31", AN ARC DISTANCE OF 61.07 FEET (CHORD BEARS SOUTH 56°32'31" EAST, 60.93 FEET);
2. SOUTH 49°48'45" EAST, A DISTANCE OF 396.77 FEET;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 29°34'09", AN ARC DISTANCE OF 175.47 FEET (CHORD BEARS SOUTH 64°35'50" EAST, 173.53 FEET);

THENCE ALONG THE WESTERLY BOUNDARY OF POMPONIO TERRACE SUBDIVISION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 2016000109858, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 10°37'06" WEST, A DISTANCE OF 13.20 FEET;
2. SOUTH 00°33'25" WEST, A DISTANCE OF 107.48 FEET;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 11°57'41", AN ARC DISTANCE OF 46.97 FEET (CHORD BEARS NORTH 62°00'59" WEST, 46.89 FEET);
4. NORTH 56°02'08" WEST, A DISTANCE OF 5.28 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF POMPONIO TERRACE SUBDIVISION FILING NO. 2, AS RECORDED UNDER RECEPTION NO. 2016000109859, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 56°02'08" WEST, A DISTANCE OF 217.99 FEET;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 33°24'27", AN ARC DISTANCE OF 160.34 FEET (CHORD BEARS NORTH 72°44'22" WEST, 158.08 FEET);
3. NORTH 89°26'35" WEST, A DISTANCE OF 135.68 FEET;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 15.71 FEET (CHORD BEARS NORTH 44°26'35" WEST, 14.14 FEET);
5. NORTH 00°33'25" EAST, A DISTANCE OF 228.85 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 20°05'12", AN ARC DISTANCE OF 43.82 FEET (CHORD BEARS NORTH 10°36'01" EAST, 43.60 FEET);
7. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET AND A CENTRAL ANGLE OF 30°56'21", AN ARC DISTANCE OF 9.72 FEET (CHORD BEARS NORTH 36°06'48" EAST, 9.60 FEET) TO THE POINT OF BEGINNING,

CONTAINING 80,664 SQUARE FEET, OR 1.8518 ACRES, MORE OR LESS,

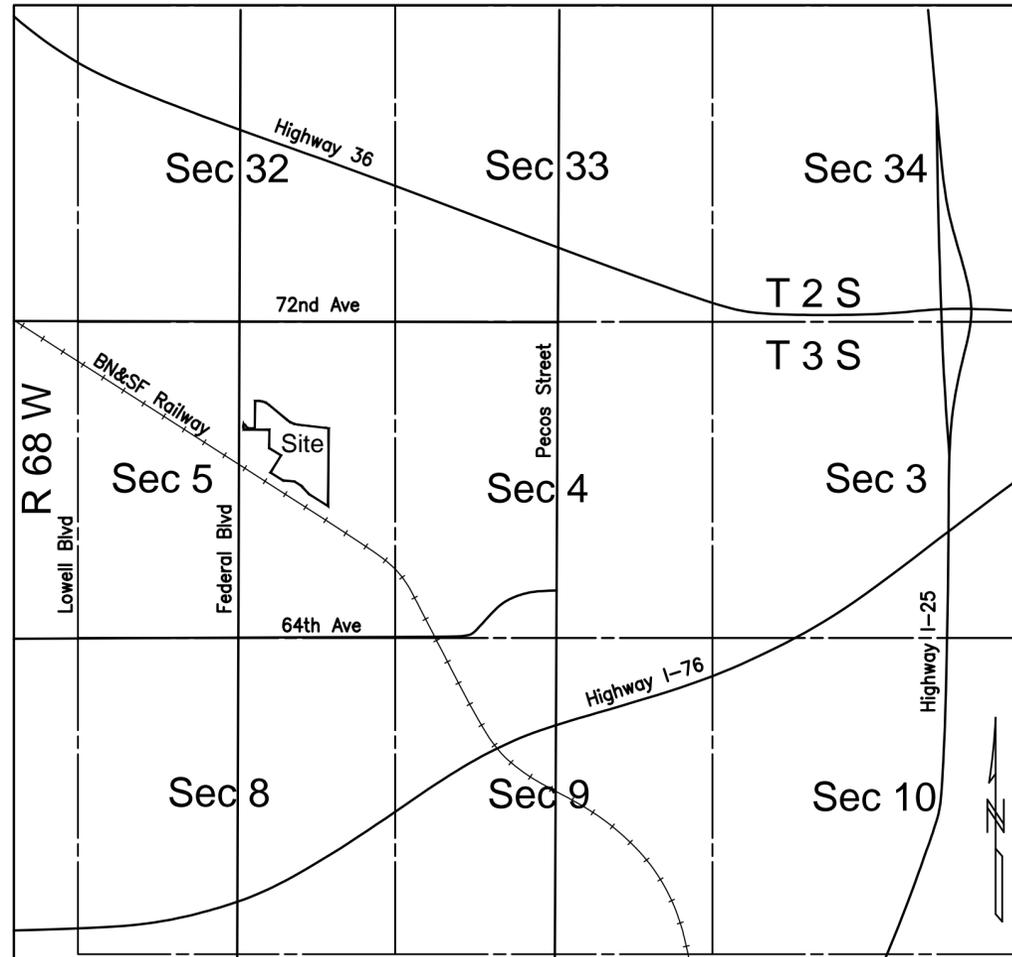
CONTAINING A COMBINED TOTAL AREA OF 93,668 SQUARE FEET, OR 2.1503 ACRES, MORE OR LESS,

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, OUTLOT AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF POMPONIO TERRACE SUBDIVISION FILING NO. 3, AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, THE UTILITY EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES.

EXECUTED THIS _____ DAY OF _____, A.D. 20 _____

OWNER:
POMPONIO TERRACE HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY
BY HUNTERDON, LLC, A COLORADO LIMITED LIABILITY COMPANY, MANAGEMENT

BY: _____
JAMES R. MERLINO, MANAGER



VICINITY MAP SCALE: 1" = 2,000'

ACKNOWLEDGEMENT

STATE OF COLORADO }
COUNTY OF _____ } ss.

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 20 _____, BY _____

MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT AND ACCEPTANCE BY DISTRICT

I, _____ AS DISTRICT MANAGER OF CRESTVIEW WATER AND SANITATION DISTRICT, WHICH HAS AN ADDRESS OF 7145 MARIPOSA STREET, DENVER, CO 80221, HEREBY ACKNOWLEDGE AND ACCEPT THE DEDICATION, GRANT, SALE, REMISE AND CONVEYANCE OF NON-EXCLUSIVE UTILITY EASEMENTS WITHIN POMPONIO TERRACE FILING NO. 3, COUNTY OF ADAMS, STATE OF COLORADO.

BY: _____ DATE: _____
DISTRICT MANAGER

SURVEYOR'S CERTIFICATION

I, LESTER J. LUDEMAN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON A SURVEY PERFORMED UNDER MY RESPONSIBLE CHARGE IN JANUARY OF 2016.

LESTER J. LUDEMAN, P.L.S. No. 25636
Foresight West Surveying, Inc.
1285 W. Byers Place, Unit A, Denver, CO 80223
(303) 504-4440

LIENHOLDER CERTIFICATE - THE ESTATE OF F. LEONARD POMPONIO AND THE ROSE MARIE POMPONIO IRREVOCABLE TRUST U/T/A AUGUST 28, 2006

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED AT RECEPTION NO. 2014000039310 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME - TITLE _____
STATE OF COLORADO }
COUNTY OF _____ } ss.
THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____ BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

LIENHOLDER CERTIFICATE - SCONSET RESOURCES, LLC

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED AT RECEPTION NO. 2014000039134 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME - TITLE _____
STATE OF COLORADO }
COUNTY OF _____ } ss.
THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____ BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

LIENHOLDER CERTIFICATE - CARDEL HOMES US LIMITED PARTNERSHIP

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED AT RECEPTION NO. 2015000106648 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME - TITLE _____
STATE OF COLORADO }
COUNTY OF _____ } ss.
THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____ BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20 ____.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 20 ____.

CHAIR

CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO

AT ___ M ON THE _____ DAY OF _____, 20 ____.

CLERK AND RECORDER

BY DEPUTY: _____

RECEPTION NO. _____

POMPONIO TERRACE SUBDIVISION FILING NO. 3

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT
SHEET 2 OF 6

NOTES

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. (13-80-105, C.R.S.)
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND SURVEY CORNER WHICH CONTROLS THE LOCATION OF THE BOUNDARIES OF A TRACT OR PARCEL OF LAND, EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$1,000 AND/OR 1 YEAR IN JAIL UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT REMOVED, AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S. (18-4-508, C.R.S.)
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY FORESIGHT WEST SURVEYING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING RIGHT TO TITLE AND EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE BURDENS AFFECTING SUCH RIGHT TO TITLE TO THIS PROPERTY, FORESIGHT WEST SURVEYING INC. RELIED SOLELY UPON TITLE REPORT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, REPORT NO. N0019081-010-T02-LP WITH AN EFFECTIVE DATE OF AUGUST 31, 2018.
- BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. THE NORTHWEST CORNER OF THE NORTHEAST QUARTER IS MONUMENTED WITH A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 23053. THE NORTHEAST CORNER OF THE NORTHEAST QUARTER IS MONUMENTED WITH A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 17669. THE LINE BEARS NORTH 89°37'42" EAST BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE. (38-51-106(1)(e), C.R.S.)
- THE SITE AS PLATTED HEREON LIES WITHIN FLOOD PLAIN ZONE X AS DELINEATED ON FEMA/FIRM FLOOD MAP NO. 08001C0584H, REVISED MARCH 05, 2007.
- DATE OF ORIGINAL FIELD SURVEY BY THIS FIRM: JANUARY, 2016 (SEE RECEPTION NO. 2016-175). FILING BOUNDARY MONUMENTATION REVISITED MAY 30, 2018.
- LINEAL UNIT OF MEASURE USED IN THIS SURVEY: U.S. SURVEY FOOT. (38-51-106(1)(i), C.R.S.)
- LOT AND BLOCK MONUMENTATION REQUIRED TO BE SET PRIOR TO ANY SALES CONTRACT BEING EXECUTED FOR ANY LOT IN THIS SUBDIVISION PER 38-51-105 C.R.S., AND STREET CENTERLINE RANGE POINTS REQUIRED BY ADAMS COUNTY SUBDIVISION REGULATION 5-04-08-4, ARE TO BE SET BY OTHERS.
- TRACTS A AND B ARE FOR INGRESS AND EGRESS AND WILL BE OWNED AND MAINTAINED BY THE POMPONIO TERRACE METROPOLITAN DISTRICT.
- TRACTS C, D AND E ARE FOR LANDSCAPING AND WILL BE OWNED AND MAINTAINED BY THE POMPONIO TERRACE METROPOLITAN DISTRICT.
- ACCESS EASEMENTS SHOWN HEREON ARE DEDICATED TO THE LOT OWNERS AND THE POMPONIO TERRACE METROPOLITAN DISTRICT FOR PUBLIC ACCESS AND WILL BE MAINTAINED BY THE POMPONIO TERRACE METROPOLITAN DISTRICT.
- CRESTVIEW WATER AND SANITATION EASEMENTS ARE DEDICATED TO CRESTVIEW WATER AND SANITATION DISTRICT, TOGETHER WILL FULL RIGHTS AND AUTHORITY TO GRANTEE, ITS SUCCESSORS, LICENSEES, LESSEES, CONTRACTORS OR ASSIGNS, AND ITS AND THEIR AGENTS AND EMPLOYEES TO ENTER AT ALL TIMES UPON SAID PREMISES TO SURVEY, CONSTRUCT, OPERATE, REPAIR, REMOVE, REPLACE, RECONSTRUCT, PATROL, INSPECT, IMPROVE, ENLARGE AND MAINTAIN SANITARY SEWER LINE FACILITIES, AND OTHER FIXTURES, DEVICES AND APPURTENANCES USED OR USEFUL IN CONNECTION THEREWITH.
- ACCESS FOR INGRESS/EGRESS TO WEST 70th AVENUE FROM TRACT C AND OUTLOT A IS RESTRICTED.

As a condition of subdivision plat approval, the County requires that all property contained within the boundaries or limits of this subdivision shall be subject to the following plat restriction (this "Restriction").

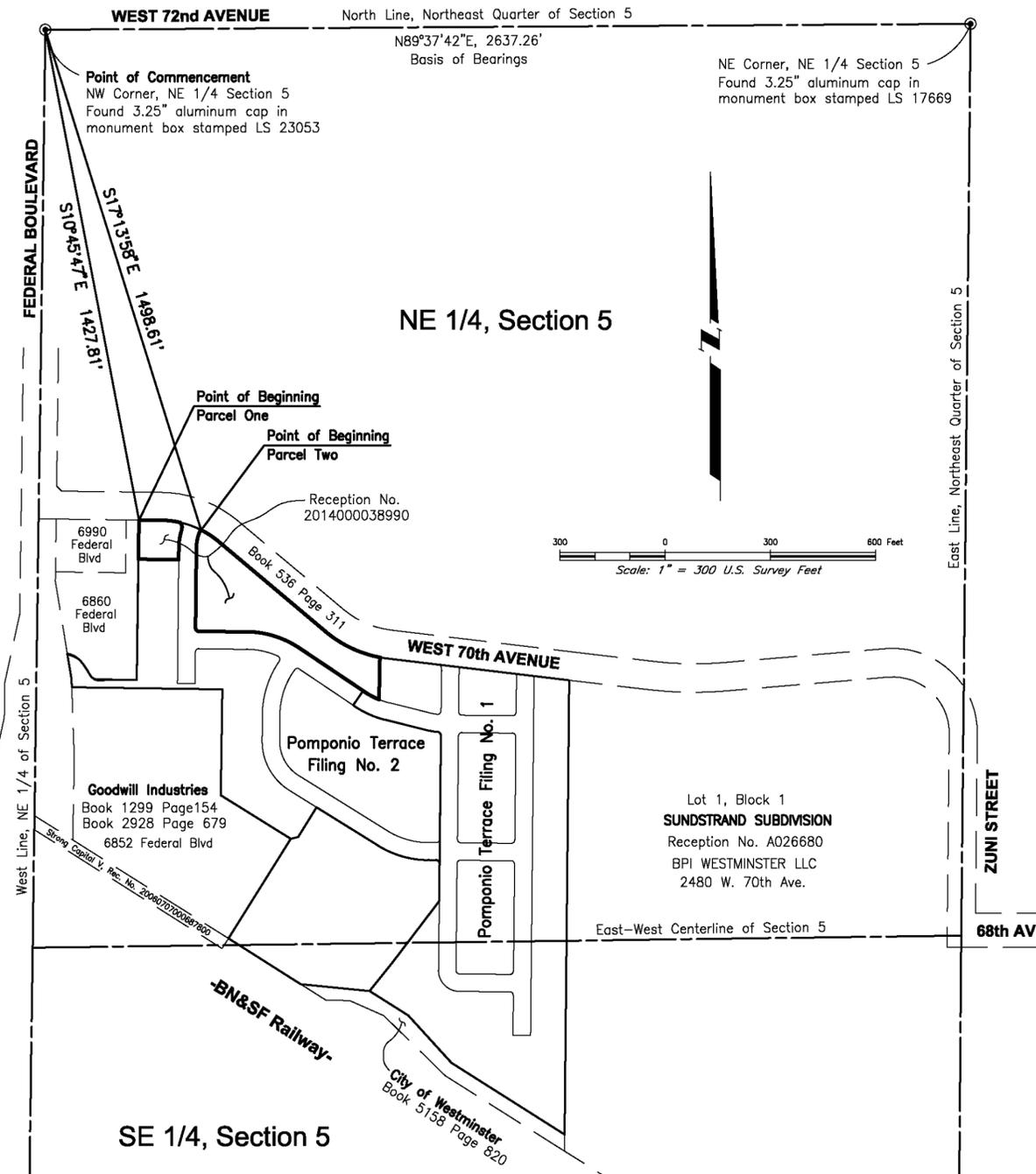
As a means to promote efficient cost-effective resolution of disputes pertaining to the property covered by this plat (the "Property"), and to affirmatively further fair housing and housing choice pursuant to the Fair Housing Act, to encourage and foster the development of affordable housing options and to help ensure the construction of owner-occupied multi-family housing for the benefit of County residents, which construction the County understands is becoming cost prohibitive due to increasing and excessive litigation costs, it shall be a requirement that the following claims involving the Property shall be submitted to binding arbitration in lieu of submitting any such claim to a judicial proceeding:

Any and all claims:

- That are between any two or more of the following persons or entities:
 - any owner of any portion of the Property,
 - any organization, entity or group that purports to represent owners of any portion of the Property, even though there will not be a common interest community association created with respect to the Property,
 - the subdivider, developer or any contractor or anyone claiming under or through any such persons identified in (a) and (b),
 - any party that constructs any residential dwelling units upon the Property, or
 - any construction professional as defined in the Construction Defect Action Reform Act, C.R.S. §13-20-801, et seq., as amended, and
- That pertains to any of:
 - the Property,
 - any dwelling unit or other improvements constructed on the Property, including, without limitation, any actual or alleged defect in design, construction, workmanship or materials in such dwelling unit or other improvements, or
 - any party wall covenant or similar instrument (a "Party Wall Covenant") which affects all or any portion of the Property.

The foregoing shall not preclude any of the foregoing parties from endeavoring to resolve any such claim through either negotiation or mediation before submitting such claim to binding arbitration. Additionally, if the Property is now or hereafter subject to a Party Wall Covenant, provisions of the Party Wall Covenant that implement and expand upon the requirements of this Restriction shall be fully effective and such Party Wall Covenant may exempt certain claims from the requirement that such claims must be submitted to binding arbitration; provided, however, that any subsequent amendment or change to such Party Wall Covenant shall not be effective to eliminate the requirement that the claims described in this Restriction, including but not necessarily limited to construction defect claims, be submitted to binding arbitration in lieu of submitting any such claim to a judicial proceeding. Notwithstanding the foregoing, this Restriction shall not be deemed to require that claims brought by an owner of a portion of the Property against another owner or owners of other portions of the Property pursuant to a Party Wall Covenant to recover amounts owed to the owner bringing such claims, where such amounts are expressly made payable by the Party Wall Covenant (such as, without limitation, amounts owed to pay a portion of the costs of repairing or replacing a party wall that is damaged) or to foreclose any lien provided in the Party Wall Covenant to secure such amounts, or to obtain a temporary or permanent restraining order and/or injunction from a court of law prohibiting a violation of such Party Wall Covenant, shall be subject to binding arbitration.

For purposes of this Restriction, binding arbitration shall mean submission of any claim described above to a single arbitrator who must be a person qualified to consider and resolve the claim with the appropriate industry and/or legal experience and who has no financial or personal interest in the claim or any family, social or significant professional acquaintance with any party to the arbitration. Without limiting who may be considered qualified pursuant to the previous sentence, in all events the following persons shall be deemed qualified if he/she has no financial or personal interest in the claim or any family, social or significant professional acquaintance with any party to the arbitration: a retired Colorado State District Court Judge or retired Federal District Court Judge or through the use of such organization that such retired Judge may be a member of, including such organizations as the Judicial Arbitrator Group or its successors. In such arbitration, the fees and costs of the arbitration shall be borne pro rata by the parties. The arbitration shall be conducted utilizing such rules of procedure as the arbitrator may reasonably adopt to promote the efficient and economical resolution of any such claim. This Restriction shall be binding upon all successors in interest, grantees, owners, heirs, assigns, and all others who acquire an interest in or to the Property.



TRACT TABLE

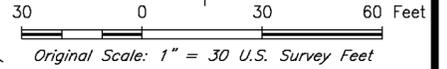
TRACT	SQUARE FEET	ACRES	USE	OWNERSHIP AND MAINTENANCE
A	15,933	0.366	INGRESS AND EGRESS	POMPONIO TERRACE METROPOLITAN DISTRICT
B	1,872	0.043	INGRESS AND EGRESS	POMPONIO TERRACE METROPOLITAN DISTRICT
C	15,041	0.345	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT
D	1,935	0.044	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT
E	771	0.018	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT

A BLANKET UTILITY EASEMENT IS DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND TRACTS IN THE SUBDIVISION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

POMPONIO TERRACE SUBDIVISION FILING NO. 3

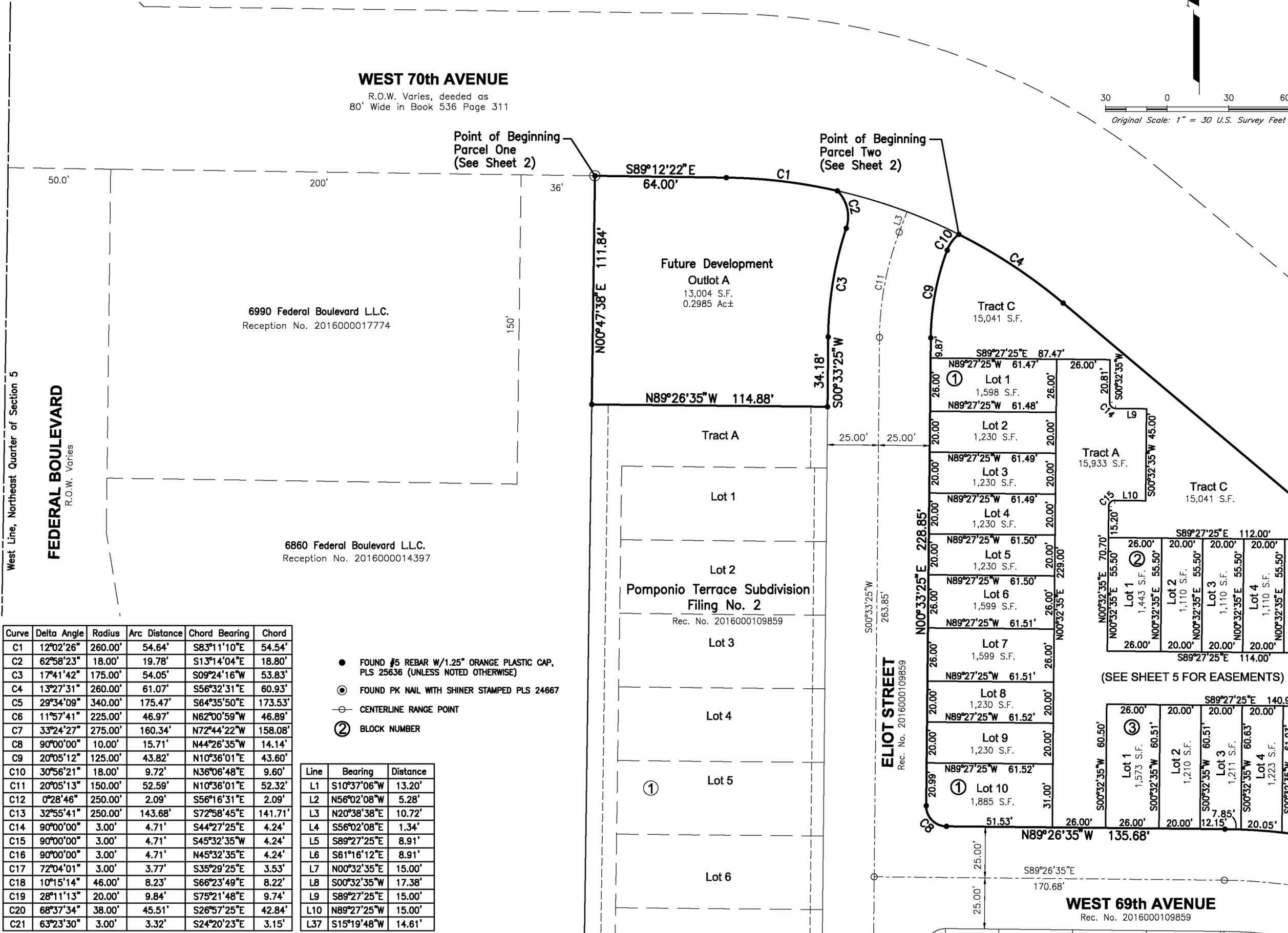
LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT
SHEET 3 OF 6
PARCEL CONFIGURATION

PRC2018-00004



WEST 70th AVENUE

R.O.W. Varies, deeded as
80' Wide in Book 536 Page 311



Curve	Delta Angle	Radius	Arc Distance	Chord Bearing	Chord
C1	12°02'26"	260.00'	54.64'	S83°11'10"E	54.54'
C2	62°58'23"	18.00'	19.78'	S13°14'04"E	18.80'
C3	17°41'42"	175.00'	54.05'	S09°24'16"W	53.83'
C4	13°27'31"	260.00'	61.07'	S56°32'31"E	60.93'
C5	29°34'09"	340.00'	175.47'	S64°35'50"E	173.53'
C6	11°57'41"	225.00'	46.97'	N62°00'59"W	46.89'
C7	33°24'27"	275.00'	160.34'	N72°44'22"W	158.08'
C8	90°00'00"	10.00'	15.71'	N44°26'35"W	14.14'
C9	20°05'12"	125.00'	43.82'	N10°36'01"E	43.60'
C10	30°56'21"	18.00'	9.72'	N36°06'48"E	9.60'
C11	20°05'13"	150.00'	52.59'	N10°36'01"E	52.32'
C12	0°28'46"	250.00'	2.09'	S56°16'31"E	2.09'
C13	32°55'41"	250.00'	143.68'	S72°58'45"E	141.71'
C14	90°00'00"	3.00'	4.71'	S44°27'25"E	4.24'
C15	90°00'00"	3.00'	4.71'	S45°32'35"W	4.24'
C16	90°00'00"	3.00'	4.71'	N45°32'35"E	4.24'
C17	72°04'01"	3.00'	3.77'	S35°29'25"E	3.53'
C18	10°15'14"	46.00'	8.23'	S66°23'49"E	8.22'
C19	28°11'13"	20.00'	9.84'	S75°21'48"E	9.74'
C20	68°37'34"	38.00'	45.51'	S26°57'25"E	42.84'
C21	63°23'30"	3.00'	3.32'	S24°20'23"E	3.15'

- FOUND #5 REBAR W/1.25" ORANGE PLASTIC CAP, PLS 25636 (UNLESS NOTED OTHERWISE)
- ⊙ FOUND PK NAIL WITH SHINER STAMPED PLS 24667
- CENTERLINE RANGE POINT
- ② BLOCK NUMBER

Line	Bearing	Distance
L1	S10°37'06"W	13.20'
L2	N56°02'08"W	5.28'
L3	N20°38'38"E	10.72'
L4	S56°02'08"E	1.34'
L5	S89°27'25"E	8.91'
L6	S61°16'12"E	8.91'
L7	N00°32'35"E	15.00'
L8	S00°32'35"W	17.38'
L9	S89°27'25"E	15.00'
L10	N89°27'25"W	15.00'
L37	S15°19'48"W	14.61'

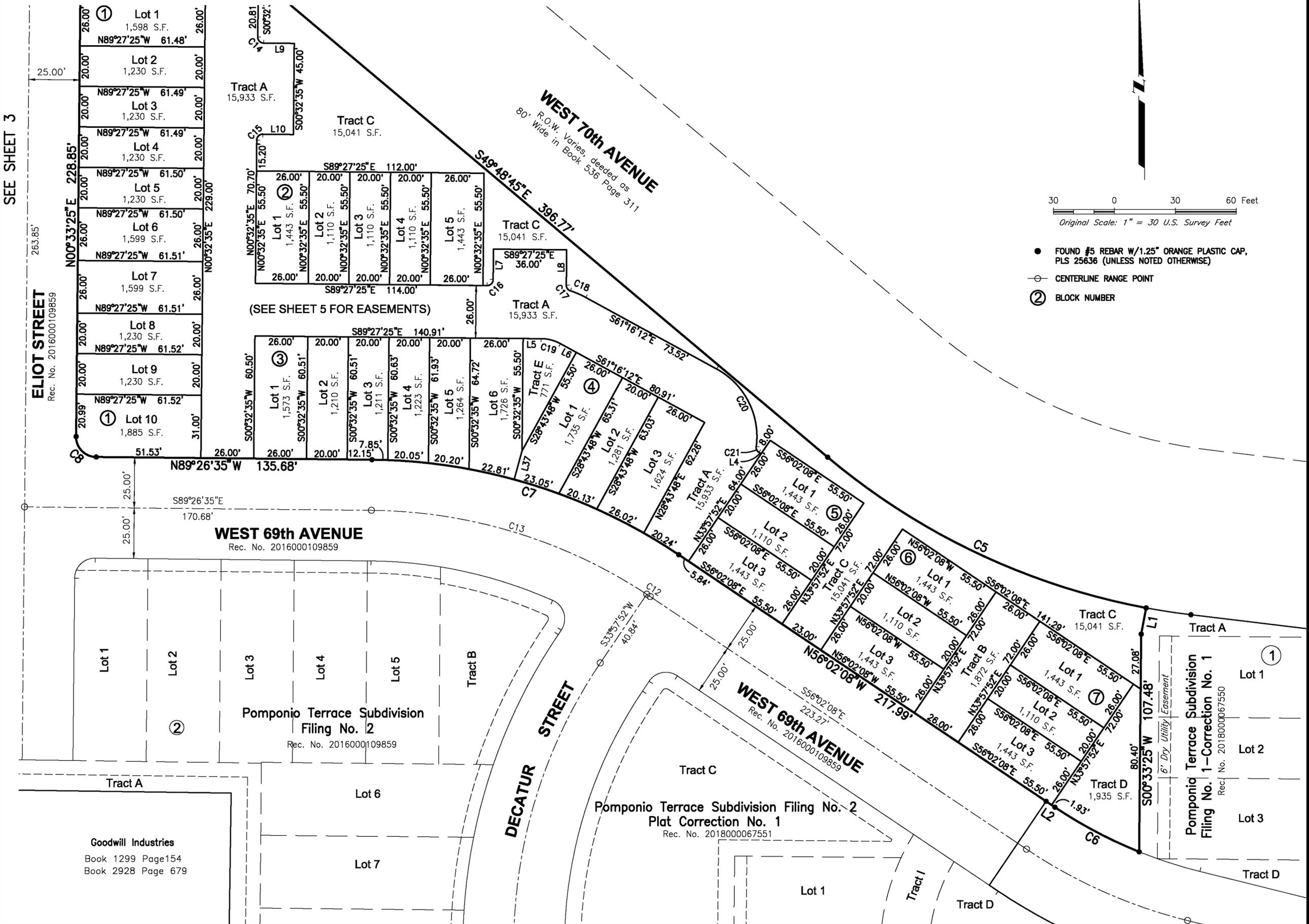
SEE SHEET 4

POMPONIO TERRACE SUBDIVISION FILING NO. 3

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT
SHEET 4 OF 6

PARCEL CONFIGURATION



SEE SHEET 3

ELIOT STREET
Rec. No. 2016000109859

WEST 69th AVENUE
Rec. No. 2016000109859

DECATUR STREET

WEST 69th AVENUE
Rec. No. 2016000109859

Goodwill Industries
Book 1299 Page 154
Book 2928 Page 679

Pomponio Terrace Subdivision
Filing No. 2
Rec. No. 2016000109859

Pomponio Terrace Subdivision Filing No. 2
Plat Correction No. 1
Rec. No. 2018000067551

Pomponio Terrace Subdivision
Filing No. 1 - Correction No. 1
Rec. No. 2018000067550

Lot 1
1,598 S.F.
N89°27'25"W 61.48'

Lot 2
1,230 S.F.
N89°27'25"W 61.49'

Lot 3
1,230 S.F.
N89°27'25"W 61.49'

Lot 4
1,230 S.F.
N89°27'25"W 61.49'

Lot 5
1,230 S.F.
N89°27'25"W 61.50'

Lot 6
1,599 S.F.
N89°27'25"W 61.50'

Lot 7
1,599 S.F.
N89°27'25"W 61.51'

Lot 8
1,230 S.F.
N89°27'25"W 61.52'

Lot 9
1,230 S.F.
N89°27'25"W 61.52'

Lot 10
1,885 S.F.
N89°27'25"W 61.52'

Tract A
15,933 S.F.

Tract C
15,041 S.F.

Tract C
15,041 S.F.

Tract A
15,933 S.F.

Tract A
15,933 S.F.

Tract C
15,041 S.F.

Tract B
15,041 S.F.

Tract D
1,935 S.F.

Tract A
15,933 S.F.

Tract C
15,041 S.F.

Tract B
15,041 S.F.

Tract D
1,935 S.F.

30 0 30 60 Feet
Original Scale: 1" = 30 U.S. Survey Feet

POMPONIO TERRACE SUBDIVISION FILING NO. 3

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT
SHEET 5 OF 6

EASEMENT CONFIGURATION



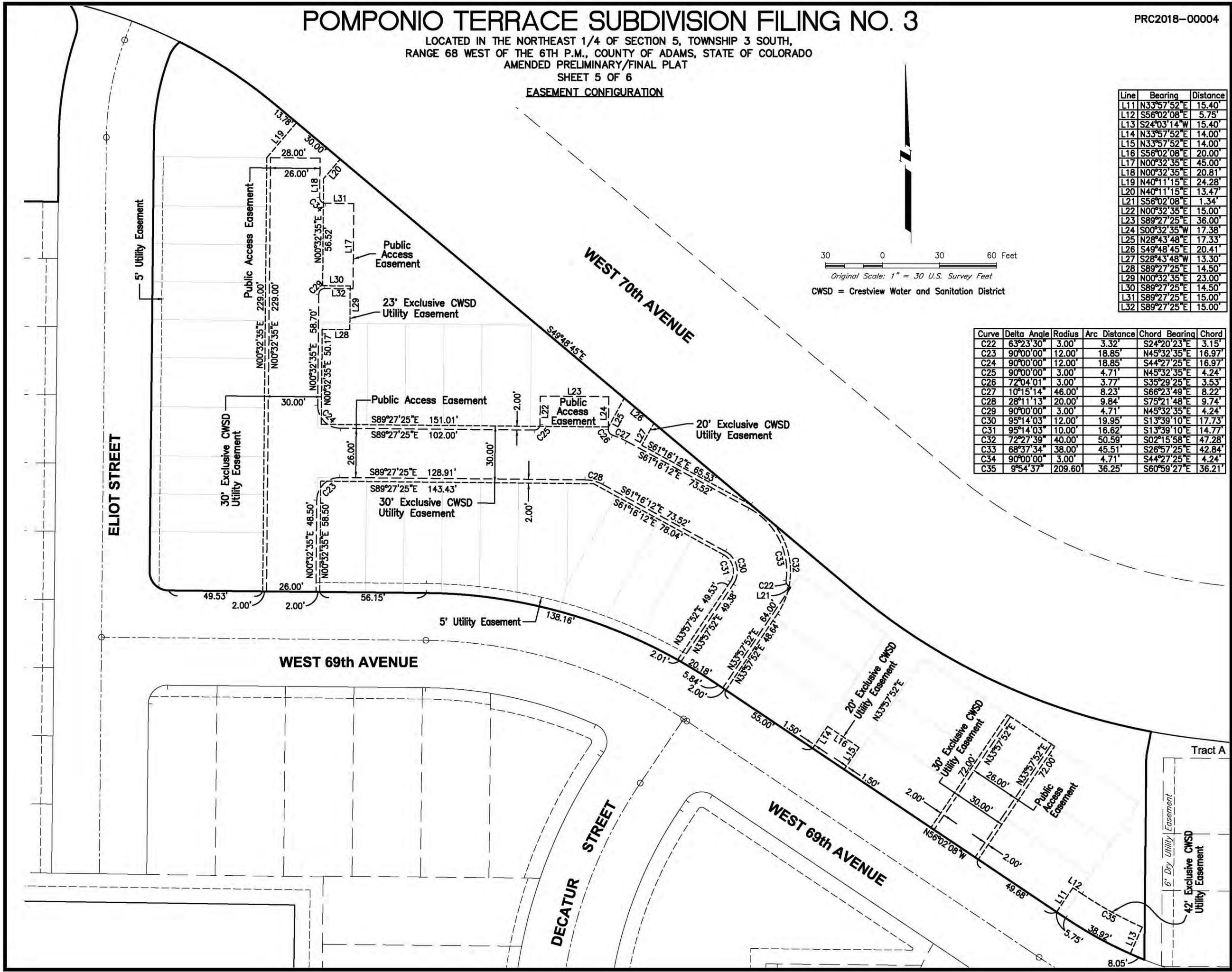
30 0 30 60 Feet

Original Scale: 1" = 30 U.S. Survey Feet

CWSD = Crestview Water and Sanitation District

Line	Bearing	Distance
L11	N33°57'52"E	15.40'
L12	S56°02'08"E	5.75'
L13	S24°03'14"W	15.40'
L14	N33°57'52"E	14.00'
L15	N33°57'52"E	14.00'
L16	S56°02'08"E	20.00'
L17	N00°32'35"E	45.00'
L18	N00°32'35"E	20.81'
L19	N40°11'15"E	24.28'
L20	N40°11'15"E	13.47'
L21	S56°02'08"E	1.34'
L22	N00°32'35"E	15.00'
L23	S89°27'25"E	36.00'
L24	S00°32'35"W	17.38'
L25	N28°43'48"E	17.33'
L26	S49°48'45"E	20.41'
L27	S28°43'48"W	13.30'
L28	S89°27'25"E	14.50'
L29	N00°32'35"E	23.00'
L30	S89°27'25"E	14.50'
L31	S89°27'25"E	15.00'
L32	S89°27'25"E	15.00'

Curve	Delta Angle	Radius	Arc Distance	Chord Bearing	Chord
C22	63°23'30"	3.00'	3.32'	S24°20'23"E	3.15'
C23	90°00'00"	12.00'	18.85'	N45°32'35"E	16.97'
C24	90°00'00"	12.00'	18.85'	S44°27'25"E	16.97'
C25	90°00'00"	3.00'	4.71'	N45°32'35"E	4.24'
C26	72°04'01"	3.00'	3.77'	S35°29'25"E	3.53'
C27	10°15'14"	46.00'	8.23'	S66°23'49"E	8.22'
C28	28°11'13"	20.00'	9.84'	S75°21'48"E	9.74'
C29	90°00'00"	3.00'	4.71'	N45°32'35"E	4.24'
C30	95°14'03"	12.00'	19.95'	S13°39'10"E	17.73'
C31	95°14'03"	10.00'	16.62'	S13°39'10"E	14.77'
C32	72°27'39"	40.00'	50.59'	S02°15'58"E	47.28'
C33	68°37'34"	38.00'	45.51'	S26°57'25"E	42.84'
C34	90°00'00"	3.00'	4.71'	S44°27'25"E	4.24'
C35	9°54'37"	209.60'	36.25'	S60°59'27"E	36.21'



Tract A

POMPONIO TERRACE SUBDIVISION FILING NO. 3

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
 AMENDED PRELIMINARY/FINAL PLAT
 SHEET 6 OF 6

ADDRESS TABLES

Lot	Block	Address
1	1	6984 Eliot Street
2	1	6976 Eliot Street
3	1	6968 Eliot Street
4	1	6960 Eliot Street
5	1	6952 Eliot Street
6	1	6944 Eliot Street
7	1	6936 Eliot Street
8	1	6928 Eliot Street
9	1	6920 Eliot Street
10	1	6912 Eliot Street

Lot	Block	Address
1	2	2865 W. 69th Ave.
2	2	2861 W. 69th Ave.
3	2	2857 W. 69th Ave.
4	2	2853 W. 69th Ave.
5	2	2849 W. 69th Ave.

Lot	Block	Address
1	3	2863 W. 69th Ave.
2	3	2859 W. 69th Ave.
3	3	2855 W. 69th Ave.
4	3	2851 W. 69th Ave.
5	3	2847 W. 69th Ave.
6	3	2843 W. 69th Ave.

Lot	Block	Address
1	4	2839 W. 69th Ave.
2	4	2835 W. 69th Ave.
3	4	2831 W. 69th Ave.

Lot	Block	Address
1	5	2825 W. 69th Ave.
2	5	2823 W. 69th Ave.
3	5	2821 W. 69th Ave.

Lot	Block	Address
1	6	2815 W. 69th Ave.
2	6	2813 W. 69th Ave.
3	6	2811 W. 69th Ave.

Lot	Block	Address
1	7	2805 W. 69th Ave.
2	7	2803 W. 69th Ave.
3	7	2801 W. 69th Ave.

POMPONIO TERRACE SUBDIVISION FILING NO. 4

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT
SHEET 1 OF 6

DEDICATION AND LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT POMPONIO TERRACE HOLDINGS LLC, BEING THE OWNER, AND SCONSET RESOURCES, LLC, THE ESTATE OF F. LEONARD POMPONIO AND THE ROSE MARIE POMPONIO IRREVOCABLE TRUST U/T/A AUGUST 28, 2006, AND CARDEL HOMES US LIMITED PARTNERSHIP, BEING THE HOLDERS OF DEED OF TRUST OF THAT PART OF THE NORTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, FROM WHICH POINT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5 BEARS NORTH 89°37'42" EAST;

THENCE SOUTH 25°13'20" EAST, A DISTANCE OF 2636.83 FEET TO THE MOST SOUTHEASTERLY BOUNDARY CORNER OF POMPONIO TERRACE SUBDIVISION FILING NO. 2, AS RECORDED UNDER RECEPTION NO. 2016000109859, BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF POMPONIO TERRACE SUBDIVISION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 2016000109858, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°33'25" WEST, A DISTANCE OF 107.50 FEET;
2. SOUTH 37°15'45" WEST, A DISTANCE OF 221.61 FEET;
3. SOUTH 38°42'03" WEST, A DISTANCE OF 103.24 FEET;

THENCE NORTH 84°23'03" WEST ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5158 AT PAGE 820, A DISTANCE OF 196.86 FEET;

THENCE NORTH 57°33'55" WEST ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY, AS DESCRIBED IN DEED RECORDED IN BOOK 5158 AT PAGE 820, A DISTANCE OF 244.38 FEET;

THENCE NORTH 31°56'08" EAST ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 1299 PAGE AT 154, A DISTANCE OF 336.17 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID POMPONIO TERRACE SUBDIVISION FILING NO. 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF POMPONIO TERRACE SUBDIVISION FILING NO. 2 THE FOLLOWING SIX (6) COURSES:

1. NORTH 76°47'41" EAST, A DISTANCE OF 21.27 FEET;
2. NORTH 31°56'08" EAST, A DISTANCE OF 100.00 FEET;
3. SOUTH 58°02'21" EAST, A DISTANCE OF 205.76 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 31°24'14", AN ARC DISTANCE OF 150.73 FEET (CHORD BEARS SOUTH 73°44'28" EAST, 148.85 FEET);
5. SOUTH 89°26'35" EAST, A DISTANCE OF 23.15 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 15.71 FEET (CHORD BEARS SOUTH 44°26'35" EAST, 14.14 FEET) TO THE POINT OF BEGINNING,

CONTAINING 191,836 SQUARE FEET, OR 4.4039 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF POMPONIO TERRACE SUBDIVISION FILING NO. 4, AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, THE UTILITY EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES.

EXECUTED THIS _____ DAY OF _____, A.D. 20 _____

OWNER:
POMPONIO TERRACE HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY
BY HUNTERDON, LLC, A COLORADO LIMITED LIABILITY COMPANY, MANAGEMENT

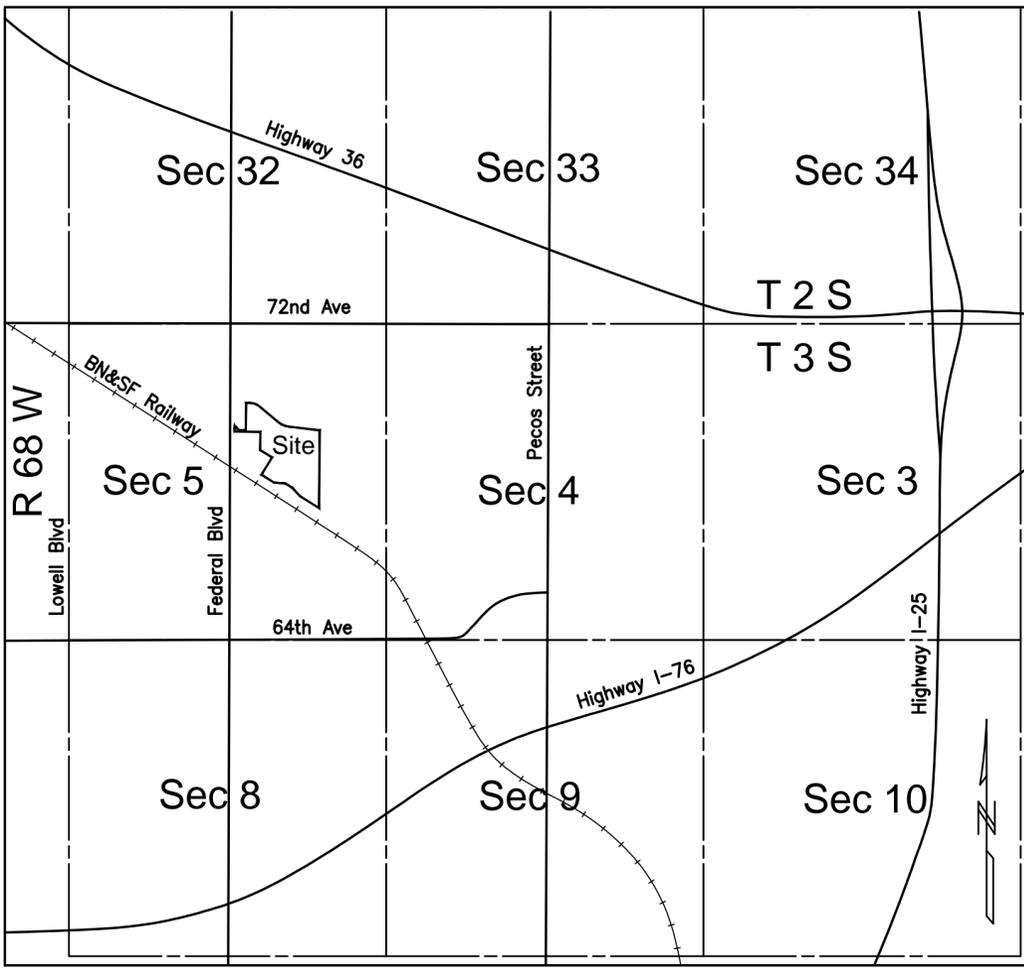
BY: _____
JAMES R. MERLINO, MANAGER

ACKNOWLEDGEMENT

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 20 _____, BY _____

MY COMMISSION EXPIRES _____



VICINITY MAP
SCALE: 1" = 2,000'

ACKNOWLEDGEMENT AND ACCEPTANCE BY DISTRICT

I, _____ AS DISTRICT MANAGER OF CRESTVIEW WATER AND SANITATION DISTRICT, WHICH HAS AN ADDRESS OF 7145 MARIPOSA STREET, DENVER, CO 80221, HEREBY ACKNOWLEDGE AND ACCEPT THE DEDICATION, GRANT, SALE, REMISE AND CONVEYANCE OF NON-EXCLUSIVE UTILITY EASEMENTS WITHIN POMPONIO TERRACE FILING NO. 4, COUNTY OF ADAMS, STATE OF COLORADO.

BY: _____ DATE: _____
DISTRICT MANAGER

SURVEYOR'S CERTIFICATION

I, LESTER J. LUDEMAN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON A SURVEY PERFORMED UNDER MY RESPONSIBLE CHARGE IN JANUARY OF 2016.

LESTER J. LUDEMAN, P.L.S. No. 25636
Foresight West Surveying, Inc.
1285 W. Byers Place, Unit A, Denver, CO 80223
(303) 504-4440

LIENHOLDER CERTIFICATE - THE ESTATE OF F. LEONARD POMPONIO AND THE ROSE MARIE POMPONIO IRREVOCABLE TRUST U/T/A AUGUST 28, 2006

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED AT RECEPTION NO. 2014000039310 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME - TITLE _____
STATE OF COLORADO }
COUNTY OF _____ } SS.
THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____ BY _____

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

LIENHOLDER CERTIFICATE - SCONSET RESOURCES, LLC

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED AT RECEPTION NO. 2014000039134 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME - TITLE _____
STATE OF COLORADO }
COUNTY OF _____ } SS.
THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____ BY _____

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

LIENHOLDER CERTIFICATE - CARDEL HOMES US LIMITED PARTNERSHIP

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED AT RECEPTION NO. 2015000106648 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME - TITLE _____
STATE OF COLORADO }
COUNTY OF _____ } SS.
THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____ BY _____

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20 _____.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 20 _____.

CHAIR

CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT ____ M ON THE _____ DAY OF _____, 20 _____.

CLERK AND RECORDER
BY DEPUTY: _____

RECEPTION NO. _____

POMPONIO TERRACE SUBDIVISION FILING NO. 4

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

AMENDED PRELIMINARY/FINAL PLAT
SHEET 2 OF 6

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. (13-80-105, C.R.S.)
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND SURVEY CORNER WHICH CONTROLS THE LOCATION OF THE BOUNDARIES OF A TRACT OR PARCEL OF LAND, EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$1,000 AND/OR 1 YEAR IN JAIL UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT REMOVED, AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S. (18-4-508, C.R.S.)
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY FORESIGHT WEST SURVEYING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING RIGHT TO TITLE AND EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE BURDENS AFFECTING SUCH RIGHT TO TITLE TO THIS PROPERTY, FORESIGHT WEST SURVEYING INC. RELIED SOLELY UPON TITLE REPORT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, REPORT NO. N0019081-010-TO2-LP WITH AN EFFECTIVE DATE OF AUGUST 31, 2018.
4. BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. THE NORTHWEST CORNER OF THE NORTHEAST QUARTER IS MONUMENTED WITH A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 23053. THE NORTHEAST CORNER OF THE NORTHEAST QUARTER IS MONUMENTED WITH A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 17669. THE LINE BEARS NORTH 89°37'42" EAST BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE. (38-51-106(1)(e), C.R.S.)
5. THE SITE AS PLATTED HEREON LIES WITHIN FLOOD PLAIN ZONES X AND AE AS DELINEATED ON FEMA/FIRM FLOOD MAP NO. 08001C0584H, REVISED MARCH 05, 2007. THE LIMIT OF ZONE AE DEPICTED HEREON WAS SCALED FROM SAID MAP AND DOES NOT REPRESENT A FLOOD STUDY BY FORESIGHT WEST SURVEYING, INC.
6. DATE OF ORIGINAL FIELD SURVEY BY THIS FIRM: JANUARY, 2016 (SEE RECEPTION NO. 2016-175). FILING BOUNDARY MONUMENTATION REVISITED MAY 30, 2018.
7. LINEAL UNIT OF MEASURE USED IN THIS SURVEY: U.S. SURVEY FOOT. (38-51-106(1)(i), C.R.S.)
8. LOT AND BLOCK MONUMENTATION REQUIRED TO BE SET PRIOR TO ANY SALES CONTRACT BEING EXECUTED FOR ANY LOT IN THIS SUBDIVISION PER 38-51-105 C.R.S., AND STREET CENTERLINE RANGE POINTS REQUIRED BY ADAMS COUNTY SUBDIVISION REGULATION 5-04-08-4, ARE TO BE SET BY OTHERS.
9. TRACT A IS FOR INGRESS AND EGRESS AND WILL BE OWNED AND MAINTAINED BY THE POMPONIO TERRACE METROPOLITAN DISTRICT.
10. TRACTS B, C, D, E, F AND G ARE FOR LANDSCAPING AND WILL BE OWNED AND MAINTAINED BY THE POMPONIO TERRACE METROPOLITAN DISTRICT.
11. THE ACCESS EASEMENT SHOWN HEREON IS DEDICATED TO THE LOT OWNERS AND THE POMPONIO TERRACE METROPOLITAN DISTRICT FOR PUBLIC ACCESS AND WILL BE MAINTAINED BY THE POMPONIO TERRACE METROPOLITAN DISTRICT.
12. THE CRESTVIEW WATER AND SANITATION EASEMENT IS DEDICATED TO CRESTVIEW WATER AND SANITATION DISTRICT, TOGETHER WITH FULL RIGHTS AND AUTHORITY TO GRANTEE, ITS SUCCESSORS, LICENSEES, LESSEES, CONTRACTORS OR ASSIGNS, AND ITS AND THEIR AGENTS AND EMPLOYEES TO ENTER AT ALL TIMES UPON SAID PREMISES TO SURVEY, CONSTRUCT, OPERATE, REPAIR, REMOVE, REPLACE, RECONSTRUCT, PATROL, INSPECT, IMPROVE, ENLARGE AND MAINTAIN SANITARY SEWER LINE FACILITIES, AND OTHER FIXTURES, DEVICES AND APPURTENANCES USED OR USEFUL IN CONNECTION THEREWITH.

As a condition of subdivision plat approval, the County requires that all property contained within the boundaries or limits of this subdivision shall be subject to the following plat restriction (this "Restriction").

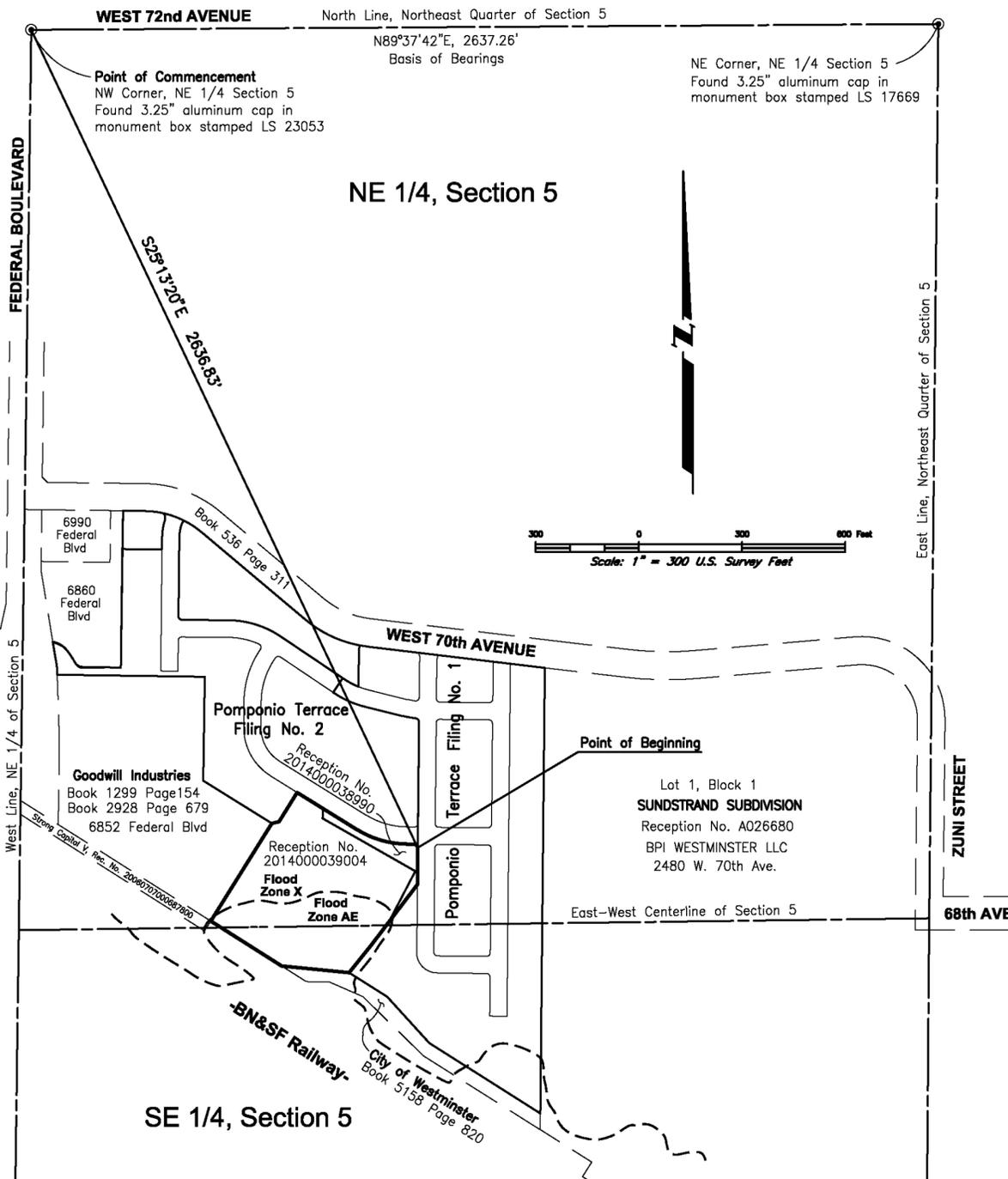
As a means to promote efficient cost-effective resolution of disputes pertaining to the property covered by this plat (the "Property"), and to affirmatively further fair housing and housing choice pursuant to the Fair Housing Act, to encourage and foster the development of affordable housing options and to help ensure the construction of owner-occupied multi-family housing for the benefit of County residents, which construction the County understands is becoming cost prohibitive due to increasing and excessive litigation costs, it shall be a requirement that the following claims involving the Property shall be submitted to binding arbitration in lieu of submitting any such claim to a judicial proceeding:

Any and all claims:

- (1) That are between any two or more of the following persons or entities:
 - (a) any owner of any portion of the Property,
 - (b) any organization, entity or group that purports to represent owners of any portion of the Property, even though there will not be a common interest community association created with respect to the Property,
 - (c) the subdivider, developer or any contractor or anyone claiming under or through any such persons identified in (a) and (b),
 - (d) any party that constructs any residential dwelling units upon the Property, or
 - (e) any construction professional as defined in the Construction Defect Action Reform Act, C.R.S. §13-20-801, et seq., as amended, and
- (2) That pertains to any of:
 - (a) the Property,
 - (b) any dwelling unit or other improvements constructed on the Property, including, without limitation, any actual or alleged defect in design, construction, workmanship or materials in such dwelling unit or other improvements, or
 - (c) any party wall covenant or similar instrument (a "Party Wall Covenant") which affects all or any portion of the Property.

The foregoing shall not preclude any of the foregoing parties from endeavoring to resolve any such claim through either negotiation or mediation before submitting such claim to binding arbitration. Additionally, if the Property is now or hereafter subject to a Party Wall Covenant, provisions of the Party Wall Covenant that implement and expand upon the requirements of this Restriction shall be fully effective and such Party Wall Covenant may exempt certain claims from the requirement that such claims must be submitted to binding arbitration; provided, however, that any subsequent amendment or change to such Party Wall Covenant shall not be effective to eliminate the requirement that the claims described in this Restriction, including but not necessarily limited to construction defect claims, be submitted to binding arbitration in lieu of submitting any such claim to a judicial proceeding. Notwithstanding the foregoing, this Restriction shall not be deemed to require that claims brought by an owner of a portion of the Property against another owner or owners of other portions of the Property pursuant to a Party Wall Covenant to recover amounts owed to the owner bringing such claims, where such amounts are expressly made payable by the Party Wall Covenant (such as, without limitation, amounts owed to pay a portion of the costs of repairing or replacing a party wall that is damaged) or to foreclose any lien provided in the Party Wall Covenant to secure such amounts, or to obtain a temporary or permanent restraining order and/or injunction from a court of law prohibiting a violation of such Party Wall Covenant, shall be subject to binding arbitration.

For purposes of this Restriction, binding arbitration shall mean submission of any claim described above to a single arbitrator who must be a person qualified to consider and resolve the claim with the appropriate industry and/or legal experience and who has no financial or personal interest in the claim or any family, social or significant professional acquaintance with any party to the arbitration. Without limiting who may be considered qualified pursuant to the previous sentence, in all events the following persons shall be deemed qualified if he/she has no financial or personal interest in the claim or any family, social or significant professional acquaintance with any party to the arbitration: a retired Colorado State District Court Judge or retired Federal District Court Judge or through the use of such organization that such retired Judge may be a member of, including such organizations as the Judicial Arbitrator Group or its successors. In such arbitration, the fees and costs of the arbitration shall be borne pro rata by the parties. The arbitration shall be conducted utilizing such rules of procedure as the arbitrator may reasonably adopt to promote the efficient and economical resolution of any such claim. This Restriction shall be binding upon all successors in interest, grantees, owners, heirs, assigns, and all others who acquire an interest in or to the Property.



TRACT TABLE

TRACT	SQUARE FEET	ACRES	USE	OWNERSHIP AND MAINTENANCE
A	41,460	0.952	INGRESS AND EGRESS	POMPONIO TERRACE METROPOLITAN DISTRICT
B	8,208	0.188	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT
C	12,778	0.293	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT
D	23,976	0.550	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT
E	313	0.007	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT
F	1,057	0.024	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT
G	929	0.021	LANDSCAPING	POMPONIO TERRACE METROPOLITAN DISTRICT

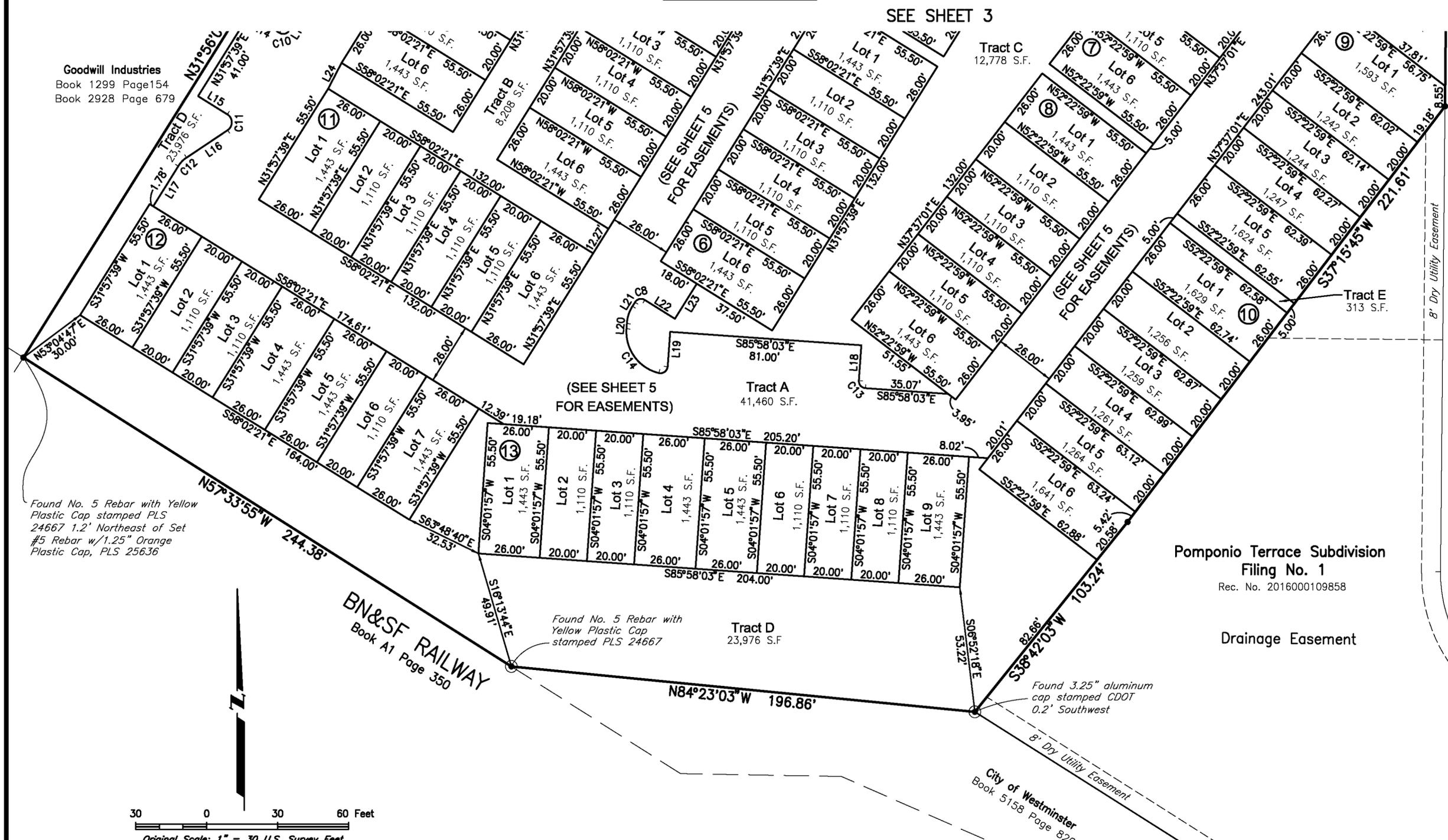
A BLANKET UTILITY EASEMENT IS DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND TRACTS IN THE SUBDIVISION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

POMPONIO TERRACE SUBDIVISION FILING NO. 4

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

AMENDED PRELIMINARY/FINAL PLAT
SHEET 4 OF 6
PARCEL CONFIGURATION



Goodwill Industries
Book 1299 Page 154
Book 2928 Page 679

Found No. 5 Rebar with Yellow Plastic Cap stamped PLS 24667 1.2' Northeast of Set #5 Rebar w/1.25" Orange Plastic Cap, PLS 25636

Found No. 5 Rebar with Yellow Plastic Cap stamped PLS 24667

Found 3.25" aluminum cap stamped CDOT 0.2' Southwest

Found 3.25" aluminum cap stamped CDOT

30 0 30 60 Feet
Original Scale: 1" = 30 U.S. Survey Feet

Line	Bearing	Distance
L1	N76°47'41"E	21.27'
L2	S89°26'35"E	23.15'
L3	S89°26'35"E	58.15'
L4	N89°26'35"W	14.50'
L5	N00°33'25"E	15.00'
L6	N89°26'35"W	27.14'
L7	N03°49'07"E	17.71'
L8	N89°26'35"W	26.96'
L9	S52°22'52"E	14.95'
L10	S37°37'08"W	18.50'
L11	S58°02'21"E	15.00'
L12	S58°02'21"E	15.00'
L13	N31°57'39"E	3.00'
L14	S58°02'21"E	15.00'
L15	S58°02'21"E	14.64'
L16	N56°08'31"E	20.90'
L17	N31°57'39"E	20.07'
L18	N04°01'57"E	15.00'
L19	N04°01'57"E	14.79'
L20	N04°01'57"E	2.24'
L21	N03°57'39"E	1.99'
L22	S58°02'21"E	15.00'
L23	N31°57'39"E	17.50'
L24	N27°18'03"E	12.31'

Curve	Delta Angle	Radius	Arc Distance	Chord Bearing	Chord
C1	31°24'14"	275.00'	150.73'	S73°44'28"E	148.85'
C2	90°00'00"	10.00'	15.71'	S44°26'35"E	14.14'
C3	31°24'14"	250.00'	137.03'	S73°44'28"E	135.32'
C4	90°00'00"	3.00'	4.71'	N44°26'35"W	4.24'
C5	16°11'43"	12.00'	3.39'	S82°27'33"W	3.38'
C6	126°44'34"	2.00'	4.42'	S10°59'25"W	3.58'
C7	90°00'00"	3.00'	4.71'	N76°57'39"E	4.24'
C8	90°00'00"	3.00'	4.71'	N76°57'39"E	4.24'
C9	90°00'00"	3.00'	4.71'	S13°02'21"E	4.24'
C10	90°00'00"	3.00'	4.71'	S76°57'39"W	4.24'
C11	114°10'52"	4.00'	7.97'	N00°56'55"W	6.72'
C12	24°10'52"	12.00'	5.06'	N44°03'05"E	5.03'
C13	90°00'00"	3.00'	4.71'	S40°58'04"E	4.24'
C14	80°24'21"	18.00'	25.26'	S36°10'14"E	23.24'

- FOUND #5 REBAR W/1.25" ORANGE PLASTIC CAP, PLS 25636 (UNLESS NOTED OTHERWISE)
- ⊙ FOUND MONUMENT DESCRIBED HEREON
- CENTERLINE RANGE POINT
- ② BLOCK NUMBER

CLAY STREET
Rec. No. 2016000109858
N00°33'25"E
340.00'

Pomponio Terrace Subdivision
Filing No. 1
Rec. No. 2016000109858
Drainage Easement

City of Westminster
Book 5158 Page 820

SEE SHEET 3

(SEE SHEET 5 FOR EASEMENTS)

(SEE SHEET 5 FOR EASEMENTS)

(SEE SHEET 5 FOR EASEMENTS)

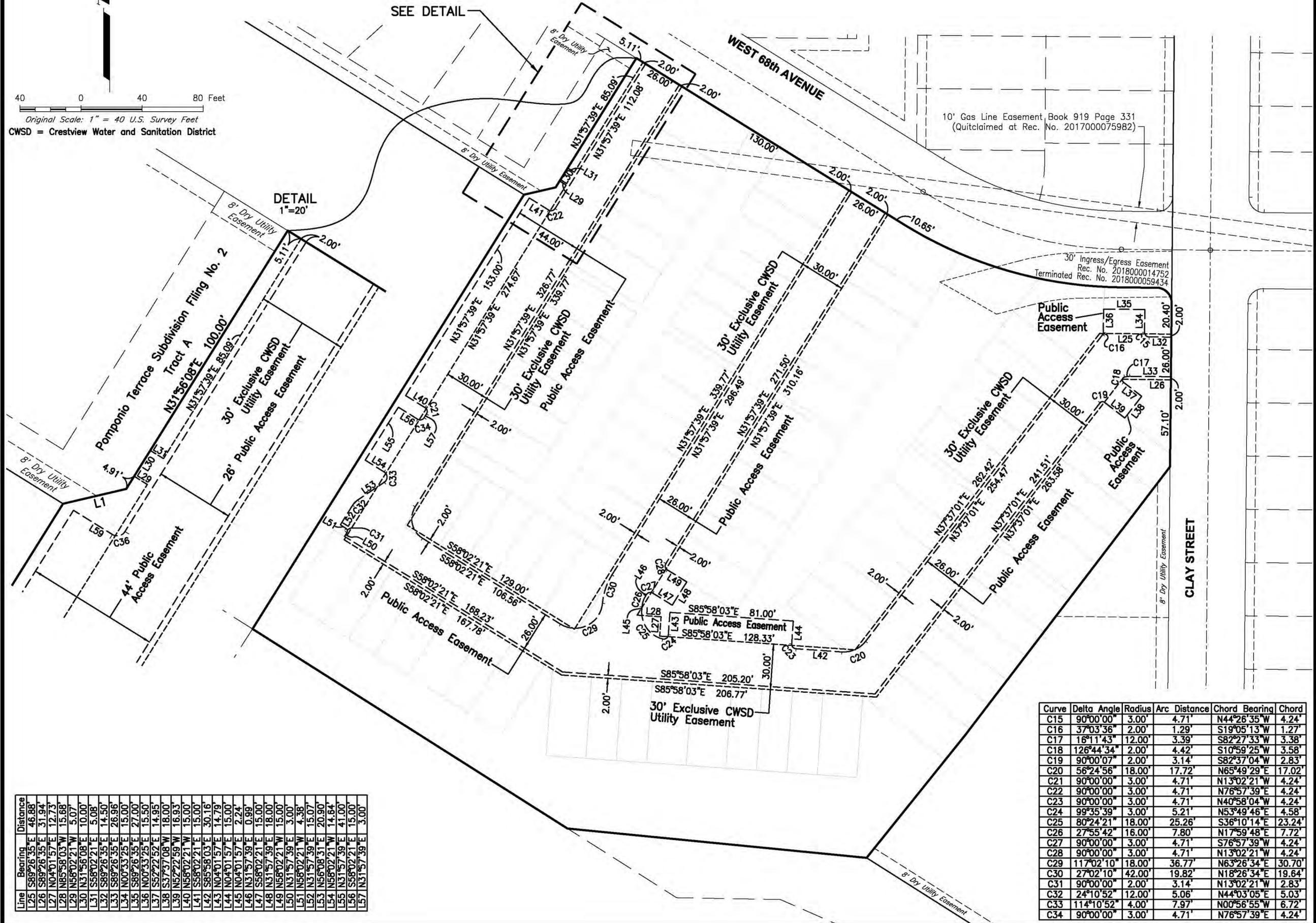
POMPONIO TERRACE SUBDIVISION FILING NO. 4

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT

SHEET 5 OF 6
EASEMENT CONFIGURATION

40 0 40 80 Feet
Original Scale: 1" = 40 U.S. Survey Feet
CWSD = Crestview Water and Sanitation District



Line	Bearing	Distance
L25	S89°26'35"E	46.88'
L26	S89°26'35"E	31.94'
L27	N04°01'57"E	12.73'
L28	N85°58'03"W	15.68'
L29	N58°02'21"W	5.07'
L30	N31°56'08"E	10.00'
L31	S58°02'21"E	5.08'
L32	S89°26'35"E	14.50'
L33	S89°26'35"E	26.96'
L34	N00°33'25"E	15.00'
L35	S89°26'35"E	27.00'
L36	N00°33'25"E	15.50'
L37	S52°02'52"E	14.95'
L38	S37°37'08"W	18.00'
L39	N52°22'59"W	16.93'
L40	N58°02'21"W	15.00'
L41	S58°02'21"E	15.00'
L42	S85°58'03"E	30.16'
L43	N04°01'57"E	14.79'
L44	N04°01'57"E	15.00'
L45	N04°01'57"E	2.24'
L46	N31°57'39"E	0.99'
L47	S58°02'21"E	15.00'
L48	N31°57'39"E	18.00'
L49	N58°02'21"W	15.00'
L50	N31°57'39"E	3.00'
L51	N58°02'21"W	4.38'
L52	N31°57'39"E	15.07'
L53	N56°08'31"E	20.90'
L54	N58°02'21"W	14.64'
L55	N31°57'39"E	41.00'
L56	S58°02'21"E	15.00'
L57	N31°57'39"E	3.00'

Curve	Delta Angle	Radius	Arc Distance	Chord Bearing	Chord
C15	90°00'00"	3.00'	4.71'	N44°26'35"W	4.24'
C16	37°03'36"	2.00'	1.29'	S19°05'13"W	1.27'
C17	16°11'43"	12.00'	3.39'	S82°27'33"W	3.38'
C18	126°44'34"	2.00'	4.42'	S10°59'25"W	3.58'
C19	90°00'07"	2.00'	3.14'	S82°37'04"W	2.83'
C20	56°24'56"	18.00'	17.72'	N65°49'29"E	17.02'
C21	90°00'00"	3.00'	4.71'	N13°02'21"W	4.24'
C22	90°00'00"	3.00'	4.71'	N76°57'39"E	4.24'
C23	90°00'00"	3.00'	4.71'	N40°58'04"W	4.24'
C24	99°35'39"	3.00'	5.21'	N53°49'46"E	4.58'
C25	80°24'21"	18.00'	25.26'	S36°10'14"E	23.24'
C26	27°55'42"	16.00'	7.80'	N17°59'48"E	7.72'
C27	90°00'00"	3.00'	4.71'	S76°57'39"W	4.24'
C28	90°00'00"	3.00'	4.71'	N13°02'21"W	4.24'
C29	117°02'10"	18.00'	36.77'	N63°26'34"E	30.70'
C30	27°02'10"	42.00'	19.82'	N18°26'34"E	19.64'
C31	90°00'00"	2.00'	3.14'	N13°02'21"W	2.83'
C32	24°10'52"	12.00'	5.06'	N44°03'05"E	5.03'
C33	114°10'52"	4.00'	7.97'	N00°56'55"W	6.72'
C34	90°00'00"	3.00'	4.71'	N76°57'39"E	4.24'

POMPONIO TERRACE SUBDIVISION FILING NO. 4

PRC2018-00004

LOCATED IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
AMENDED PRELIMINARY/FINAL PLAT
SHEET 5 OF 6

ADDRESS TABLES

Lot	Block	Address
1	1	2768 W. 68th Ave.
2	1	2766 W. 68th Ave.
3	1	2764 W. 68th Ave.
4	1	2762 W. 68th Ave.
5	1	2760 W. 68th Ave.
6	1	2758 W. 68th Ave.

Lot	Block	Address
1	2	2718 W. 68th Ave.
2	2	2716 W. 68th Ave.
3	2	2714 W. 68th Ave.
4	2	2712 W. 68th Ave.
5	2	2710 W. 68th Ave.
6	2	2708 W. 68th Ave.

Lot	Block	Address
1	3	2676 W. 68th Ave.
2	3	2674 W. 68th Ave.
3	3	2672 W. 68th Ave.
4	3	2670 W. 68th Ave.
5	3	2668 W. 68th Ave.
6	3	2666 W. 68th Ave.

Lot	Block	Address
1	4	2756 W. 68th Ave.
2	4	2754 W. 68th Ave.
3	4	2752 W. 68th Ave.
4	4	2750 W. 68th Ave.
5	4	2748 W. 68th Ave.
6	4	2746 W. 68th Ave.

Lot	Block	Address
1	5	2706 W. 68th Ave.
2	5	2704 W. 68th Ave.
3	5	2702 W. 68th Ave.
4	5	2700 W. 68th Ave.
5	5	2698 W. 68th Ave.
6	5	2696 W. 68th Ave.

Lot	Block	Address
1	6	2664 W. 68th Ave.
2	6	2662 W. 68th Ave.
3	6	2660 W. 68th Ave.
4	6	2658 W. 68th Ave.
5	6	2656 W. 68th Ave.
6	6	2654 W. 68th Ave.

Lot	Block	Address
1	7	2652 W. 68th Ave.
2	7	2650 W. 68th Ave.
3	7	2648 W. 68th Ave.
4	7	2646 W. 68th Ave.
5	7	2644 W. 68th Ave.
6	7	2642 W. 68th Ave.

Lot	Block	Address
1	8	2640 W. 68th Ave.
2	8	2638 W. 68th Ave.
3	8	2636 W. 68th Ave.
4	8	2634 W. 68th Ave.
5	8	2632 W. 68th Ave.
6	8	2630 W. 68th Ave.

Lot	Block	Address
1	9	6765 Clay Street
2	9	6759 Clay Street
3	9	6753 Clay Street
4	9	6747 Clay Street
5	9	6741 Clay Street

Lot	Block	Address
1	10	6735 Clay Street
2	10	6729 Clay Street
3	10	6723 Clay Street
4	10	6717 Clay Street
5	10	6711 Clay Street
6	10	6705 Clay Street

Lot	Block	Address
1	11	2742 W. 68th Ave.
2	11	2738 W. 68th Ave.
3	11	2734 W. 68th Ave.
4	11	2730 W. 68th Ave.
5	11	2726 W. 68th Ave.
6	11	2722 W. 68th Ave.

Lot	Block	Address
1	12	2744 W. 68th Ave.
2	12	2740 W. 68th Ave.
3	12	2736 W. 68th Ave.
4	12	2732 W. 68th Ave.
5	12	2728 W. 68th Ave.
6	12	2724 W. 68th Ave.
7	12	2720 W. 68th Ave.

Lot	Block	Address
1	13	2694 W. 68th Ave.
2	13	2692 W. 68th Ave.
3	13	2690 W. 68th Ave.
4	13	2688 W. 68th Ave.
5	13	2686 W. 68th Ave.
6	13	2684 W. 68th Ave.
7	13	2682 W. 68th Ave.
8	13	2680 W. 68th Ave.
9	13	2678 W. 68th Ave.

SUBDIVISION IMPROVEMENTS AGREEMENT

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

WITNESSETH:

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

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

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements itemized under title "Public Improvements Notes" labeled, described and detailed on Exhibit "B" (collectively, the "Improvements") attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all Improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings to the County.
3. **Construction.**
 - A. Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the Improvements described and detailed on Exhibit "B".
 - B. No construction or building permits shall be issued until said collateral as described in Paragraph 5 below is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved. No building permits shall be issued for any buildings until all Improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.
4. **Time for Completion.** The Improvements shall be completed according to the terms of this Agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B" for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the BoCC. Any extensions of time shall be in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this Agreement. Said collateral shall be in the amount of \$109,894.58, which amount includes twenty percent (20%) to cover administration and five percent (5%) per year for the term of this Agreement to cover inflation. Upon final plat, completion of the Improvements constructed according to the terms of this Agreement, and preliminary acceptance of the Improvements by

the Director of Public Works in accordance with Section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said Improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

6. **Acceptance and Maintenance of Public Improvements.** All Improvements described and detailed on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of the Improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
7. **Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

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

Public Improvements: All improvements itemized under title "Public Improvements Notes" labeled, described and detailed on Exhibit "B". Such Improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

Private Improvements: Not applicable.

B. **[intentionally deleted]**

[signature page follows]

Developer:

Pomponio Terrace Holdings LLC,
a Colorado liability limited company

By: _
Name: _
Its: _

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of Pomponio Terrace Holdings LLC for the company.

My commission expires: _

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2019.

Collateral to guarantee compliance with this Agreement and construction of public improvements shall be required in the amount of \$109,019. No construction or building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description:

Pomponio Terrace Subdivision Filing No. 3

EXHIBIT B

See attached prepared by Entitlement and Engineering Solutions, Inc.

Construction Completion Date: October 31, 2019

Initials or signature of Developer:

OPINION OF PROBABLE COST - CONCEPTUAL

Pomponio Terrace Filing 3 - Probable Costs

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc.
501 S. Cherry Street, Suite 300
Glendale, CO 80246

Original Preparation: 12/11/2018

Revised:

Project: Pomponio Terrace Filings 3 and 4

Project Location: Adams County, Colorado

Project #: PTH004.01

ROADWAY IMPROVEMENTS	Quantity	Unit Price	Unit	Unit Cost
Removal of Curb, Gutter and Sidewalk	705	\$9.00	LF	\$6,342.36
Removal of Asphalt Mat (Planing)	716	\$3.00	SY	\$2,149.22
Aggregate Base Course (Class 6)	212	\$50.00	CY	\$10,603.22
Subgrade Preparation (12 Inch at Sidewalk and Road)	424	\$3.00	CY	\$1,272.61
Hot Mix Asphalt (Patching) (Asphalt)	874	\$26.00	SY	\$22,721.54
Concrete Sidewalk (5' Width)	329	\$70.00	SY	\$23,035.52
Concrete Curb Ramp	6	\$604.00	EA	\$3,624.00
6" Vertical Curb and Gutter (2' Pan)	591	\$25.00	LF	\$14,766.58
Alley Curb Cut/Access Drive	3	\$400.00	EA	\$1,200.00
Unclassified Excavation (Complete-In-Place)	1	\$1,500.00	LS	\$1,500.00
TOTAL				\$87,215.04

OPINION OF PROBABLE COST - SUMMARY (CONCEPTUAL)

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc.
 501 S. Cherry Street, Suite 300
 Glendale, CO 80246
 and 4

Original Preparation: 12/11/2018

Revised:

Project: Pomponio Terrace Filings 3

Project Location: Adams County, Colorado

Project #: PTH004.01

Filing 3	PROJECT TOTALS
Filing 3 Public Improvements Total	\$87,215
Administration - 20% of Total	\$17,443
Inflation Per Year - 5% of Total	\$4,361
Filings 3 Grand Total	\$109,019

SUBDIVISION IMPROVEMENTS AGREEMENT

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

WITNESSETH:

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

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

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements itemized under title "Public Improvements Notes" labeled, described and detailed on Exhibit "B" (collectively, the "Improvements") attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all Improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings to the County.
3. **Construction.**
 - A. Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the Improvements described and detailed on Exhibit "B".
 - B. No building or construction permits shall be issued until said collateral as described in Paragraph 5 below is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved. No building permits shall be issued until Improvements described in Exhibit "B-1" have been preliminarily accepted by the Department of Public Works. No Certificate of Occupancy will be issued for any building permit(s) until all Improvements described in Exhibit "B-2" have been preliminarily accepted by the Department of Public Works.
4. **Time for Completion.** The Improvements shall be completed according to the terms of this Agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B" for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the BoCC. Any extensions of time shall be in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this Agreement. Said collateral shall be in the amount of \$43,967.70, which amount includes twenty percent (20%) to cover administration and five percent (5%) per year for the term of this

Agreement to cover inflation. Upon final plat, completion of the Improvements constructed according to the terms of this Agreement, and preliminary acceptance of the Improvements by the Director of Public Works in accordance with Section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said Improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

6. **Acceptance and Maintenance of Public Improvements.** All Improvements described and detailed on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of the Improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
7. **Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

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

Public Improvements: All improvements itemized under title "Public Improvements Notes" labeled, described and detailed on Exhibit "B". Such Improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

Private Improvements: Not applicable.

B. **[intentionally deleted]**

[signature page follows]

Developer:

Pomponio Terrace Holdings LLC,
a Colorado liability limited company

By: _
Name: _
Its: _

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of Pomponio Terrace Holdings LLC for the company.

My commission expires: _

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2018.

Collateral to guarantee compliance with this Agreement and construction of public improvements shall be required in the amount of \$43,612. No construction or building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description:

Pomponio Terrace Subdivision Filing No. 4

EXHIBIT B

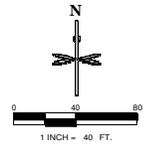
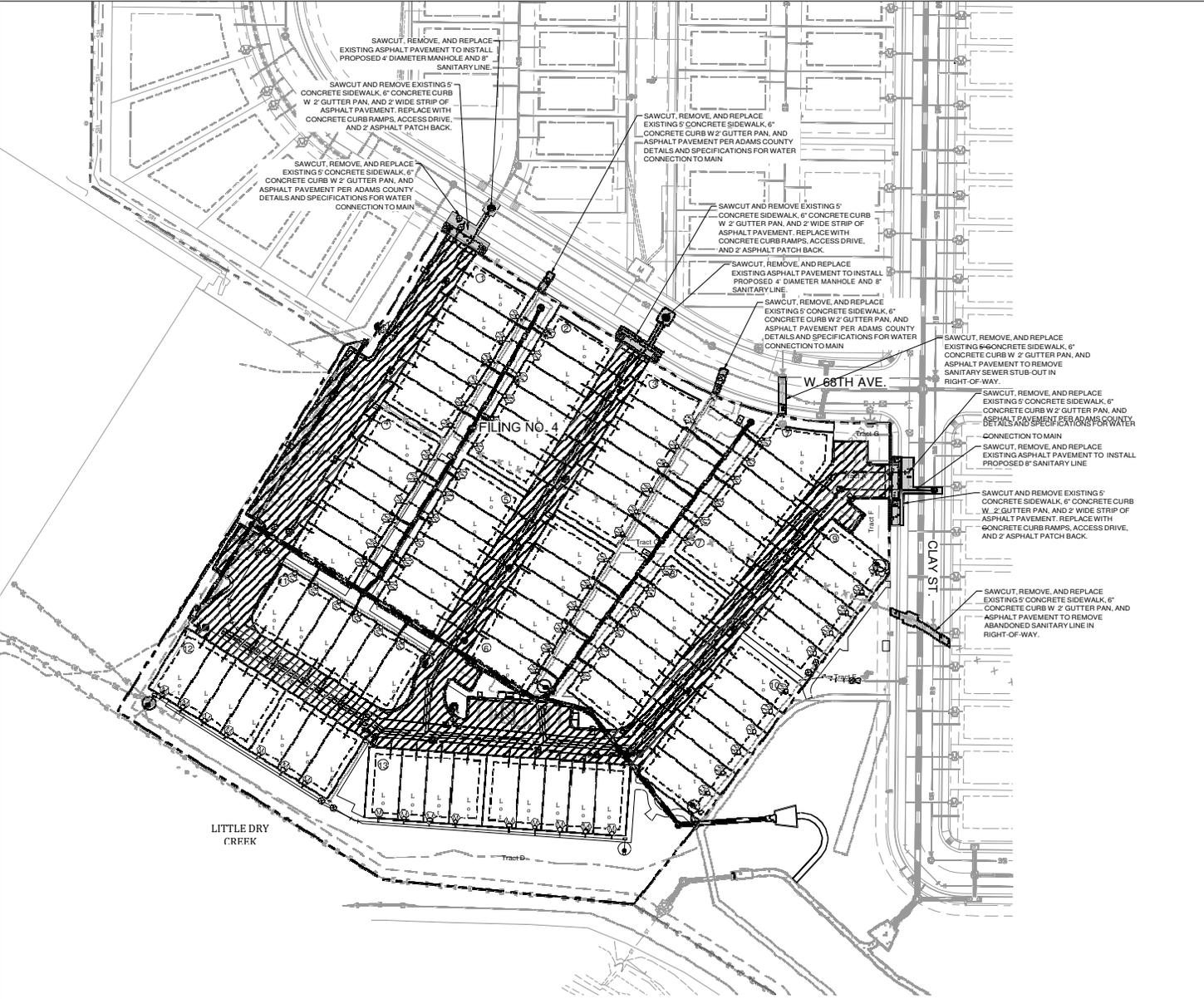
See attached prepared by Entitlement and Engineering Solutions, Inc.

Construction Completion Date: October 31, 2019

Initials or signature of Developer: _____

© 2017. ALL RIGHTS RESERVED.

12/12/2018 11:32 PM P:\P\1\HOLDINGS\POMONIO TERRACE AND JRB C&S\DWG\SSA\FILING 4.DWG



① BLOCK NUMBER
CRESTVIEW WATER AND SANITATION DISTRICT IMPROVEMENTS

- PUBLIC WATERMAIN
- SS — PUBLIC SANITARY SEWER LINE

DISTRICT IMPROVEMENTS, OWNED AND MAINTAINED BY METROPOLITAN DISTRICT

- ALLEYS THAT ARE HATCHED AND WITHIN 26' ACCESS/SEWERMENT
- PRIVATE SANITARY SEWER SERVICE LINE
- PRIVATE WATER SERVICE LINE
- PRIVATE 4" WATER LINE
- PRIVATE STORM SEWER LINE

PUBLIC IMPROVEMENTS OWNED AND MAINTAINED BY ADAMS COUNTY

- ASPHALT WORK TO BE COMPLETED IN PUBLIC RIGHT-OF-WAY
- CONCRETE WORK TO BE COMPLETED IN PUBLIC RIGHT-OF-WAY

PHASE II PUBLIC ROADWAY IMPROVEMENTS NOTES

- PUBLIC ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING TO ACCOMMODATE THE INSTALLATION OF WATER AND SANITARY LINE CONNECTIONS TO THE EXISTING MAINS:
- REMOVAL AND REPLACEMENT OF EXISTING CONCRETE CURB, GUTTER, AND SIDEWALK (INCL. SUBGRADE PREPARATION)
- SAWCUTTING AND PATCHING OF EXISTING ASPHALT PAVEMENT
- NEW CONCRETE CURB RAMPS
- NEW ALLEY CURB CUTS
- NO DRY UTILITIES

PROJECT BENCHMARK

ELEVATIONS ARE BASED UPON NGS BENCHMARK Z 452 (PID D.J8175), HAVING AN ELEVATION OF 5392.96 FEET (NAVD 88). PROJECT BENCHMARK IS A COPPER PLUG SET ON TOP OF CONCRETE CURB HEAD 18 FEET SOUTHWEST OF THE NORTHEAST CORNER OF THE GOODWILL INDUSTRIES PROPERTY. ELEVATION: 5258.28 FEET.

PROJECT BASIS OF BEARING

BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. THE NORTHWEST CORNER OF THE NORTHEAST QUARTER IS MONUMENTED WITH A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 23053. THE NORTHEAST CORNER OF THE NORTHEAST QUARTER IS MONUMENTED WITH A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 17688. THE LINE BEARS NORTH 89°37'42" EAST BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE.

CALL UTILITY NOTIFICATION
CENTER OF COLORADO

1-800-922-1987 or 811

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

BY	DATE

No.	REVISION



SUBDIVISION IMPROVEMENT AGREEMENT
 POMONIO TERRACE FILING 4
 EXHIBIT B2 - PHASE II PUBLIC ROADWAY IMPROVEMENTS

PROJECT NO: PTH004.01	DESIGNED BY: JNA
DRAWN BY: AJL	DATE: 12/12/2018

OPINION OF PROBABLE COST - CONCEPTUAL
Pomponio Terrace Filing 4 - B1 - Probable Costs

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Entitlement and Engineering Solutions, Inc.
501 S. Cherry Street, Suite 300
Glendale, CO 80246

Original Preparation: 12/11/2018

Revised:

Project: Pomponio Terrace Filings 3 and 4

Project Location: Adams County, Colorado

Project #: PTH004.01

STORM SEWER IMPROVEMENTS	Quantity	Unit Price	Unit	Unit Cost
30-Inch RCP (Complete-In-Place)	68	\$140.00	LF	\$9,520.00
30-Inch FES	1	\$1,500.00	EA	\$1,500.00
Concrete Forebay	24	\$54.00	SY	\$1,296.00
Concrete Trickle Channel	73	\$65.00	LF	\$4,745.00
TOTAL				\$17,061.00

OPINION OF PROBABLE COST - CONCEPTUAL
Pomponio Terrace Filing 4 - B2 - Probable Costs

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc.
501 S. Cherry Street, Suite 300
Glendale, CO 80246

Original Preparation: 12/11/2018

Revised:

Project: Pomponio Terrace Filings 3 and 4

Project Location: Adams County, Colorado

Project #: PTH004.01

ROADWAY IMPROVEMENTS	Quantity	Unit Price	Unit	Unit Cost
Removal of Curb, Gutter and Sidewalk	156	\$9.00	LF	\$1,406.53
Removal of Asphalt Mat (Planing)	163	\$3.00	SY	\$488.26
Aggregate Base Course (Class 6)	49	\$50.00	CY	\$2,442.29
Subgrade Preparation (12 Inch at Sidewalk and Road)	98	\$3.00	CY	\$293.19
Hot Mix Asphalt (Patching) (Asphalt)	163	\$26.00	SY	\$4,231.58
Concrete Sidewalk (5' Width)	23	\$70.00	SY	\$1,608.73
Concrete Curb Ramp	6	\$604.00	EA	\$3,624.00
6" Vertical Curb and Gutter (2' Pan)	41	\$25.00	LF	\$1,033.74
Alley Curb Cut/Access Drive	3	\$400.00	EA	\$1,200.00
Unclassified Excavation (Complete-In-Place)	1	\$1,500.00	LS	\$1,500.00
TOTAL				\$17,828.32

OPINION OF PROBABLE COST - SUMMARY (CONCEPTUAL)

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc.
 501 S. Cherry Street, Suite 300
 Glendale, CO 80246
 and 4

Original Preparation: 12/11/2018

Revised:

Project: Pomponio Terrace Filings 3

Project Location: Adams County, Colorado

Project #: PTH004.01

Filing 4	PROJECT TOTALS
Filing 4 Phase I Public Improvements Total	\$17,061
Filing 4 Phase II Public Improvements Total	\$17,828
Administration - 20% of Total	\$6,978
Inflation Per Year - 5% of Total	\$1,744
Filings 4 Grand Total	\$43,612



Development Review Team Comments

Date: 6/7/18

Project Number: PRC2018-00002

Project Name: Pomponio Filing 3 and 4 FDP/ Final Plats

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.

An additional 20% review fee will be required after the third review and upon submittal of the fourth review.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. This request is for a Final Development Plan (FDP) and Final Plat for Filings 3 and 4 of the Pomponio Terrace PUD to allow 114 townhome units.
- b. Filing 3 is proposed for 33 lots.
- c. Filing 4 is proposed for 81 lots.

PLN2. PLN2. SITE HISTORY/ ZONING:

- a. The BOCC approved a preliminary plat and development plan for 248 single-family lots on February 17, 2015.
- b. Filing1 and Filing 2 final plats and final development plans (FDP) were approved on October 4, 2016 (FDP) and December 13, 2016 (final plats and SIAs).
 - i. Filing 1 created 74 single-family lots on 11.791 acres.
 - ii. Filing 2 created 52 single-family lots on 8.323 acres.
- c. The BOCC approved an amendment to the Filing 1 SIA to allow construction of 4 model homes prior to completion of all public improvements on September 26, 2017.
- d. The BOCC approved an amendment to the PDP to allow single-family attached (townhomes) on February 27, 2018.

PLN3. COMPREHENSIVE PLAN:

- a. The site is designated as Urban Residential which is intended to provide for single and multiple family housing at urban densities.

PLN4. FDP COMMENTS:

- a. Please staple all pages together in future submittals.
- b.** The title of the document should not be the “First Amendment” to the FDP. Filings 3 and 4 will have a separate FDP with development standards specific to the townhome development.
- c. Staff has concerns about the side orientation for the townhomes proposed along E. 70th Ave and would encourage the applicant to explore re-orienting buildings to face 70th Avenue with rear alley access.
- d. Narrative-A:
 - i. Update and consolidate site zoning approvals (see PLN2 for example of shortened history). Include case #'s for each approval.
- e. Narrative-C:
 - i. Remove language that says “this PDP Amendment.”
 - ii. Update open space dedications to be specific to the % of Filing 3 and 4 only. You can provide a second statement which gives the overall open space dedication provided for the entire development area.
 - iii. Please ensure the open space dedication %'s match in the narrative (35%) and the table (30%).
 - iv. Staff has concerns with the proposed amenities and the development's ability to meet the active recreation requirements. The main provisions are benches and bike racks/shelters. The active recreation areas should incorporate facilities such as play equipment, ball fields, court games, etc.
- f. Narrative-D:
 - i. Remove language that says “future filings” as this is the document to approve the final filings of the development.
 - ii. Remove paragraphs with information on PDP approval and original development plan (248 single-family). Only use the table.
- g. Narrative-E:
 - i. Remove language that says “future filings.”
- h. Narrative- F:
 - i. Remove language that says “future filings”
- i. Narrative-G:
 - i. Access easements are not “installed” they are granted and shown on the final plats.
- j. Narrative-K:
 - i. Remove language that says “future filings”

- ii. Standards are referenced on Sheet 8; however, this is only open space calculations. Please provide a table for the minimum/ maximum height, setbacks, etc. in Narrative K.
 - iii. PDP standards included minimum 1,080-1,384 (corner) sf lot area/ 5 ft front/ 10 ft ROW setback/ 5 ft rear/ 10 ft building separation
 - iv. Please demonstrate these setbacks with an exhibit
- k. Sheet 4:
 - i. Remove note 2 stating “proposed amendment.” You can state Flings 3 and 4 do not exceed maximum permitted density of 248 units.
- l. Sheet 5:
 - i. Provide a color-coded version for future presentations during public hearings.
 - ii. Provide an inset or enlarged detail of how townhomes will access street vs. alley (show orientation and any sidewalks, paths, etc).
- m. Sheet 6/7:
 - i. Please provide the dimensions used for parking spaces.
 - ii. Staff has concerns about the ability/safety of vehicles backing out of spaces at corner of the Filing 4 alley and Clay Street
- n. Sheet 12:
 - i. A walkway connection should be provided between guest parking and lots #11-15 in Filing 3.
- o. Sheet 15
 - i. Any lighting shown on western boundary on long row of parking?
- p. Parking:
 - i. total 327 provided (228 off-street garage spaces/ 99 on-street guest spaces)
 - ii. 2.8 spaces per unit ratio
 - iii. 285 spaces would be required per County code

PLN5. PLAT COMMENTS:

- a. What is Outlot A to be used for? No use or landscape treatment is shown on FDP for this area.
- b. Tract A needs to be specifically defined/designated for ingress-egress and a note stating maintained by PTMD
- c. Internal mews/landscape areas need to be designated separately from Tract A which is the alley

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

ENG1: Review of the engineering/construction documents email to applicant on 5/18/2018. See Doc #5780913.

ENG2: The linework on the FDP's needs properly labeled. On sheet 6 of the Filing 3 FDP and Sheet 7 of the Filing 4 FDP, is it hard to tell which are the property line, easement line, edge of concrete and building envelope. Adding labels to these lines would resolve this problem.

EGR3: Add labels to all of the radius returns on the drive isles.

EGR4: In Filing 3 the drive isle intersection adjacent to building # 15/16 appears very tight. These drive isles will need to accommodate trash vehicles. Provide an AutoTurn routine showing that garbage trucks can make that turn.

Commenting Division: Development Services, Right-of-Way:

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: The title commitment submitted did not contain Schedule B Section- 2 (Exceptions), which lists all the recorded documents associated with the property. Re-submit the full title commitment with your application dated no later than 30 days to review in order to ensure that any other party's interests are not encroached upon.

ROW2: Remove all company logos from each filing.

ROW3: Change signature line from Chairperson to Chair for each filing.

ROW4: The plat does not show the Crestview Water and Sanitation easements/lines. If the easements are to be dedicated by separate instrument then the District Manager does not have to sign the plat. If they are to be dedicated by this plat then the easements with distances/bearings must be shown clearly on plat.

ROW5: On filing No. 3 - What is the purpose of Outlot A? Who will maintain it? Add a note to sheet 2.

ROW6: Remove the words Amended Preliminary/Final Plat from the top of each sheet. Change "Final Plat" under the subtitle to "Amended Preliminary/Final Plat" for each sheet of each filing.

ROW7: On Filing 3 and 4- Is the utility easement in Tract A also access? If so, add a note stating so. In the note include what will be allowed in there- cars? Landscaping? no parking? Etc. and who is allowed to use the access? Emergency vehicles should be listed in there.

The County highly suggests that a private drive be designated for the access. This will allow street names to be assigned which will help with addressing and signage. If a private drive is designated then an access easement would not need to be created- just a tract that covers the private drive area.

Addresses will be assigned on the next review.

ROW8: Add this statement to Sheet 2 of each filing-

“The policy of the County requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.”

Any area being used as storm drainage should have an associated drainage easement over it that is dedicated to the County.

ROW9: For Filing No. 3 - Add a note to sheet 2 restricting access for ingress/egress to W 70th Avenue from Tract A and Outlot A.

ROW10: Provide a legend which designates all lines and symbols except where called out on plat drawing.

ROW11: The ingress/egress easement Rec No. 2014000038653 should be amended or vacated by separate document if not being used.

ROW12: The 10ft gas line easement will encumber Lot 2-Block 1, lot 1-Block 2 and Lot 1-block 1 of Filing 4. If this line is not being used it should be vacated by separate instrument. If it remains as is- the listed lots may be unbuildable.

ROW13: Any easement being dedicated by separate instrument must be recorded and reception # labeled on plat before final plat is recorded.

Commenting Division: Development Services, Building Safety:

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- No comment.

**Adams County
Community and Economic Development Department
Development Review – Engineering Comments**

Case Number: EGR2018-00016			Case Name: Pomponio Terrace Phase 3 & 4	
Applicant: Pomponio Terrace Holdings, LLC			Date Initiated: 5/7/2018	
Document #:				
No.	Reviewer Initials	Sheet No./ Page No./ Subject	County Comment	Applicant Response (date)
1	ME	General comment	All necessary paperwork such as Commissioners Resolutions, Development Agreements, and Collateral Agreements will need to be on file with the Adams County Public Works Department / Construction Management section prior to the issuance of any building permits.	
2	ME	Condition of Approval	The developer/applicant will be required to enter into a Subdivision Improvements Agreement (SIA) with the County and bond for all public and drainage infrastructure to ensure the public improvements are completed. No building permits will be issued until all public improvements are completed and preliminarily accepted by the County.	
3	ME	General comment	Upon completion of review and approval of these drawings and acceptance of the SIA, the applicant will be required to obtain the necessary permits in order to construct the proposed improvements. This/these permit(s) will be obtained from the Adams County Public Works Department / Construction Management Section.	
4	ME	General	All storm sewer pipes within the public right-of-way	

		comment	must be RCP Class III material. In the event that the soil chemistry is not conducive to this type of material, the applicant shall propose solutions to Adams County Public Works Department staff to mitigate the situation if it should arise.	
5	ME	General comment	<p>Flood Insurance Rate Map – FIRM Panel <i>Flood Insurance Rate Map – FIRM Panel #08001C0584H</i>, Federal Emergency Management Agency, March 4, 2007.</p> <p>According to the above references, the “Pomponio Terrace Phase 3” site is NOT located within a delineated 100-year flood hazard zone. However, the “Pomponio Terrace Phase 4” site IS partially located within a delineated 100-year flood hazard zone; A floodplain use permit will be required for development of the phase 4 area.</p> <p>See comment #21 below.</p>	
6	ME	General Comment	<p>A. All necessary Plats will be filed and recorded with the Adams County Clerk and Records office prior to the issuance of any Building Permit.</p> <p>B. All necessary paperwork such as Commissioners Resolutions, Development Agreements, Collateral Agreements, BOA decisions, etc. will be on file with the Adams County Public Works Department / Construction Management Section prior to the issuance of any Building Permit.</p> <p>The County has the right to enter the property to conduct inspections of the installation of the facilities.</p>	
7	ME	General Comment (if applicable)	<p>A. The contractor will be held responsible for the cleanliness and safety of all roadways adjacent to this site. If at any time, these roadways are found to be dangerous or not passable due to debris or mud, the Adams County Public Works Department will shut</p>	

		<p>down the project, until the roadway conditions have improved and are deemed acceptable. If the contractor/applicant fails to keep the adjacent roadways clean and free from debris, the Public Works Department has the option to do the required clean up and bill the charges directly to the contractor/applicant.</p> <p>B. Erosion and sediment control measures shall be required during construction. Adams County field inspection personnel shall be able to mandate corrective action to be taken by the developer and/or contractor if any of the following situations occur:</p> <ul style="list-style-type: none">• construction plans lack sufficient detail for erosion protection• it has been determined that the submitted erosion control measures are not applicable to actual field conditions• installed erosion & sediment controls are non-functional <p>C. The contractor shall contact the Adams County Public Works Department / Construction Management section to find out if a preconstruction meeting is required.</p> <p>D. The developer/contractor shall be responsible for repairing or replacing damaged infrastructure adjacent to the site.</p> <p>E. <u>All design and construction drawings submitted to Adams County for review and approval must be signed and stamped by a Professional Engineer.</u></p> <p>F. Asphalt patching shall include the removal of asphalt from the furthest saw cut line to the lip of gutter. A saw cut will be made 1' south of the initial saw cut for the "T" patch.</p> <p>G. If applicable; All forms of communication to the</p>	
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			<p>property and business owners in the area shall go through Jeanne Shreve of Adams County and the Public Works Department / Construction Management Division. This shall include but not be limited to contact logs, letters, fliers, email, and texting.</p> <p>H. Work hours and work schedule shall be coordinated with Adams County Public Works Department / Construction Management Section.</p> <p>I. A Traffic Control Plan may be required to be submitted for approval prior to issuance of construction permits.</p> <p>J. The contractor is responsible for the material testing required during the construction and installation of the approved design drawings.</p>	
8	ME	General Comment	<p>The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. In the event that the disturbed area of the site exceeds 1 acre and the site is within the Adams County MS4 area, then the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.</p> <p>The Pomponio Terrace Phase 3 & 4 sites <u>are</u> located within the Adams County MS4 permit area. An Adams County SWQ Permit is required for development of this site. The existing SWQ Permit for the Pomponio Terrace development will need to be updated to accommodate the Phase 3 & 4 areas.</p> <p>The applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to coordinate the SWQ Permit update. Ms. Archuleta can be contacted at 720-523-6869 or By email at mjarchuleta@adcogov.org.</p>	

9	ME	General comment	The County has the right to enter the property to conduct inspections of the installation of the facilities.
10	ME	General Comment	Add the Adams County “General Construction Notes” to the plan set. The County’s General Construction Notes can be found on the last page of this document.
11	ME	General Notification	<p>In compliance with Colorado Revised Statute 37-92-602(8), concerning water rights, all flood control stormwater facilities that detain stormwater must be registered with the Statewide Notification Compliance Portal (SNCP). It is the responsibility of the design engineer to register the stormwater facility on the SNCP. The facility must be registered with the SNCP when the facility becomes operational and prior to the engineer of record submitting the final pond certification to Adams County. The County is required to verify the registration of the stormwater facility within 30 days of posting.</p> <p>The Statewide Notification Compliance Portal can be found at the following web address:</p> <p>https://maperture.digitaldataservices.com/gvh/?viewer=cswdif</p>
12	ME	General Notification	<p><u>Street Lighting</u></p> <p>Street lighting is allowed within Adams County Right-of-Way with approval by the County. Owner/Developer is responsible for maintenance and operation of street lights. Street light meter and/or service location is subject to approval by the Building Safety Division. A building permit is required for the installation of all street lighting.</p>
13	ME	Construction Plans/Reports	All construction plan sets and report, submitted for review <u>must</u> be bound (paper clips, rubber bands are not acceptable). Plan sets and report that are not bound

			will not be approved.	
14	ME	Water Services – Phase 3	The configuration of the waterline services in phase 3 is not acceptable to the County. The utility plans show the individual units being serviced by a secondary main that runs parallel to, underneath and/or very close to the sidewalk. The sidewalk must be crossed as close to perpendicular as possible. The County's preference is to have each unit serviced by a separate service line connected to the main line in the street.	
15	ME	Water Services – Phase 3	Per comment #14 above, installation of the individual water services will require removal and replacement of curb, gutter and sidewalk and, mill and overlay of the streets.	
16	ME	Water Services – Phase 3	Sheet C4.1 show a water valve being located in the alley entrance apron just east of the intersection of Eliot Street and W 69 th Ave and, a sanitary sewer manhole located in the sidewalk at the east end of the Phase 3. All valves, manholes and utility appurtenances must be located outside of the concrete flatwork (curb, gutter, walk, aprons, etc).	
17	ME	Water Service Plans – Phase 3	Add street names to the utility plans	
18	ME	Phase 3 Construction Plans	Sheet C1.0 shows a monument sign located just west of the intersection of W 70 th Ave and Eliot St. Approval of these plans does not include approval of the monument sign. The sign must be permitted separately through the building permit process.	
19	ME	Phase 3 & 4 Construction Plans	The site plans for both filings 3 & 4 show several on-street parking spaces being located along street adjacent to these developments. Street parking is allowed however, the parking spaces should <u>not</u> be delineated with stripping.	
20	ME	Phase 4	Sheet C4.1 shows water valves being located in both	

		Construction Plans	alley entrance aprons on W 68 th Ave. All valves, manholes and utility appurtenances must be located outside of the concrete flatwork (curb, gutter, walk, aprons, etc).	
21	ME	Floodplain	As noted in comment #5 above, the Phase 4 site is partially located within the floodplain. The developer is required to obtain an Adams County Floodplain Use permit for development of all areas within the regulated floodplain. Please note, a County Floodplain Use Permit does not remove the area from the regulated floodplain. Post development, the developer will be required to pay floodplain insurance on all mortgaged structures. To remove the structures from the floodplain, the developer will need to obtain a LOMR-F from FEMA.	
22	ME	Floodplain	The current 100-year floodplain boundary needs to be shown on all plans and labeled, Currently, only the line appears on the site plan for phase 4 (Sheet C1.1)	
23	ME	Drainage Report	The certification page of the drainage report must be signed by the developer and, stamped and signed by the engineer of record.	
24	ME	Drainage Report	The drainage report, submitted with Filings 3 and 4 is titled for "Filings 1 & 2". In addition, the description of the site (Section 1.2) only mentioned 'future filings' and does not specifically mentioned flings 3 & 4 and, does not contain the design information for those drainage features in Filings 3 and 4. The drainage report and plan will need to be revised/amended to include Filings 3 & 4 and all design features of Filings 3 & 4.	
25	ME	Traffic Impact Study	No comment. Study is acceptable as is.	
		General comment	The listed items above may or may not represent all comments regarding the project. Adams County	

			reserves the right to provide additional comments as the plans progress.	
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Current Disposition: **Resubmit**

Condition(s) of Approval:

1. The developer will be required to enter into a Subdivision Improvements Agreement (SIA) with the County and bond for all public and drainage to ensure the public improvements are completed. No building permits will be issued until all public improvements are completed and preliminarily accepted by the County.
2. This site is located within the Adams County MS4 Permit area; a Stormwater Quality Permit is required. The developer is required to obtain an Adams County Stormwater Quality (SWQ) permit prior to the issuance of any construction permits.

The review is for general compliance with Adams County Standards for the design and construction of public improvements. The sole responsibility for completeness and accuracy of the construction documents shall remain with the Project Principals and Registered Professional Engineer sealing the plans. Adams County does not accept liability for facilities designed by others.

GENERAL CONSTRUCTION NOTES

1. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. TO SCHEDULE A PRE-CONSTRUCTION MEETING CONTACT THE ADAMS COUNTY CONSTRUCTION INSPECTOR SUPERVISOR AT 720-523-6965.
2. ALL CONCRETE CURB, GUTTER AND WALK MUST BE POURED MONOLITHICALLY USING 4,500 psi CONCRETE WITH FIBER MESH.
3. ALL MATERIAL SUBMITTALS MUST BE APPROVED, STAMPED AND SIGNED, BY THE ENGINEER OF RECORD AND, SUBMITTED TO THE ADAMS COUNTY CONSTRUCTION INSPECTOR FOR APPROVAL PRIOR TO CONSTRUCTION/INSTALLATION.
4. THE CONTRACTOR IS REQUIRED TO SUBMIT COPIES OF ALL CONCRETE AND ASPHALT TICKETS TO THE ADAMS COUNTY CONSTRUCTION INSPECTOR.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL QUALITY CONTROL TESTING AND, IS REQUIRED TO SUBMIT ALL TEST RESULTS TO THE ADAMS COUNTY CONSTRUCTION INSPECTOR.
6. THE CONTRACTOR IS REQUIRED TO REMOVE A MINIMUM OF TWO (2) FEET OF EXISTING ASPHALT FOR ALL CURB AND GUTTER REPLACEMENT.
7. ALL UTILITY CUTS IN EXISTING STREETS ARE REQUIRED TO BE BACKFILLED WITH FLOWFILL AND, PATCHED WITH A MINIMUM OF 9-INCH ASPHALT PATCH.
8. A COPY OF THE GEOTECHNICAL REPORT SPECIFYING THE PAVEMENT THICKNESS DESIGN MUST BE SUBMITTED FOR REVIEW.
9. PERMITS WILL BE REQUIRED FOR THE INSTALLATION OF ALL UTILITIES. THE DEVELOPER/CONTRACTOR/ENGINEER, MUST SUPPLY THE LINEAL FOOTAGES AND THE NUMBER OF SERVICE CUTS REQUIRED FOR ALL UTILITIES.

10. PERMITS WILL BE REQUIRED FOR THE INSTALLATION OF ALL CONCRETE AND ASPHALT FACILITIES. PRIOR TO THE ISSUANCE OF THESE PERMITS, THE DEVELOPER/CONTRACTOR/ENGINEER, MUST SUPPLY THE SQUARE YARDAGE/SQUARE FOOTAGES OF ALL CONCRETE AND ASPHALT BEING INSTALLED.
11. THE SIA MUST BE COMPLETED WITH APPROPRIATE COLLATERAL, ALONG WITH THE PROPOSED PLAT, PRIOR TO THE ISSUANCE OF ANY ROW ACCESS/CONSTRUCTION PERMIT.
12. NO C.O.'S WILL BE ISSUED FOR ANY BUILDING CONSTRUCTION UNTIL ALL ROW IMPROVEMENTS HAVE BEEN COMPLETED AND HAVE BEEN GRANTED PRELIMINARY ACCEPTANCE.
13. UPON COMPLETION OF ALL CONSTRUCTION, A DRAINAGE CERTIFICATION LETTER, AND APPROPRIATE AS-BUILT CONSTRUCTION DRAWINGS AND INFORMATION WILL BE REQUIRED. THIS LETTER WILL BE STAMPED AND SIGNED BY THE ORIGINAL DESIGN ENGINEER.



Development Review Team Comments

Date: 10/3/18

Project Number: PRC2018-00002

Project Name: Pomponio Filing 3 and 4 FDP/ Final Plats

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.

An additional 20% review fee will be required after the third review and upon submittal of the fourth review.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. A Final Development Plan (FDP) and Final Plat for Filings 3 (33 lots) and 4 (81 lots) of the Pomponio Terrace PUD to allow 114 townhome units.
- b. A second submittal was received September 7, 2018.**

PLN2. FDP COMMENTS:

- a. Sheets 7 and 8 and duplicates of the Filing 4 site plan. Possibly Filing 3 site plan was meant to be one of these pages.
- b. Staff has concerns about the side orientation for the townhomes proposed along W. 68th Ave and would encourage enhanced landscape/ fence treatment or minimum % masonry and windows on these 4 elevations.
- c. Staff has concerns with the proposed amenities and the development's ability to meet the active recreation requirements.
 - i. Exercise equipment could be incorporated into more areas of the site.
 - ii. Where is the equipment for cornhole, table tennis, etc to be kept?
- d. Development Standards:

- i. The proposed 4 exhibits are difficult to implement during building permit review. Please simplify the standards (i.e. define front, side, rear property line and have a standard setback) or label the site plan with the setback exhibit to be applied in that area.
 - ii. It is confusing to have a 10' front setback on some local streets and 5' on all other property lines, including streets, alleys, or common areas.
 - iii. The encroachments notes are contradictory and need to be revised.
 - iv. If the 2' encroachment is meant for overhangs, bay windows, etc. this is already accounted for in building code.
 - v. Non-livable spaces are included in overall building setbacks and the proposed language would effectively allow a 0' setback for porches which is not permitted under building code.
 - vi. Non-combustible materials (concrete steps, pads, etc) are permitted to encroach into a setback, but not over the property line or into easements.
- e. Parking:
- i. Parking dimensions for Filing 3 not provided. Dimensions in Filing 4 do not conform to the minimum 9' x 19' per Section 4-12-04-09.
 - ii. Is handicap parking provided anywhere in the development?
- f. Lighting:
- i. Please provide a lighting plan for the entire development showing location of lighting elements and radius of light.
 - ii. Staff has concerns about inadequate lighting in guest parking areas and in alley accessed areas.
- g. Pet Stations/Trash Receptacles:
- i. Please check Filing 4 as the table notes 3 stations. Staff only saw one on the plans.
 - ii. Please consider adding additional pet stations and trash receptacles along walking paths or in common areas, such as near benches and bike racks.
 - iii. How many of these amenities included in Filing 1 and 2?

PLN3. PLAT COMMENTS:

- a. Filing 3, Outlot A: Staff did not see any notes on the plat designating the use or purpose of the outlot.

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

ENG1: Review of the engineering/construction documents email to applicant on 5/18/2018. See Doc #5780913.

Applicant Response: Responses have been added to this table separately.

County Response: Engineering and construction documents are currently being reviewed but, are not yet approved.

ENG2: The linework on the FDP's needs properly labeled. On sheet 6 of the Filing 3 FDP and Sheet 7 of the Filing 4 FDP, is it hard to tell which are the property line, easement line, edge of concrete and building envelope. Adding labels to these lines would resolve this problem.

Applicant Response: Labels have been added to clarify.

County Response: Comment resolved.

EGR3: Add labels to all of the radius returns on the drive isles.

Applicant Response: Labels have been added for curve radius at the radius returns.

County Response: This comment resolved.

EGR4: In Filing 3 the drive isle intersection adjacent to building # 15/16 appears very tight. These drive isles will need to accommodate trash vehicles. Provide an AutoTurn routine showing that garbage trucks can make that turn.

Applicant Response: The standard Adams County fire truck (larger than a trash vehicle) has been routed through the drive isles and an exhibit is provided with this submittal.

County Response: Turning movement templates were not found in the resubmittal package. The applicant will need to submit an analysis showing that fire and trash vehicles can maneuver through the site.

Commenting Division: Development Services, Right-of-Way:

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: See attached redlines.

Commenting Division: Development Services, Building Safety:

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- Sheet 4 (Setback and Encroachment Notes) needs to be revised.

(1) "Encroachments of not more than 2 feet shall be allowed in all setbacks". This statement is not necessary and causes confliction. The building code already address the limitations and location of roof overhangs and projections.

(2) "Non livable spaces can encroach into setback up to 5'". Any construction that is less than 5' will be required fire rated construction per the IRC\IBC. Covered porches shall maintain the 5' setback.

(3) "Setback encroachments may include roof overhangs, bay windows, and fireplaces." Again these items are already addressed in the IRC\IBC with limitations. Given some of the proposed setbacks are already 5', a bay window may not be permitted if the encroachment is less than 3' from a property line.

(4) "Unroofed landings, decks, and stairs may project into required setback....." . This is if they are of non combustible materials. No wooden or non fire rated construction is allowed less than 5' from property line



Development Review Team Comments

Date: 11/16/18

Project Number: PRC2018-00002

Project Name: Pomponio Filing 3 and 4 FDP/ Final Plats

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.

An additional 20% review fee is required upon submittal of the fourth review.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. A Final Development Plan (FDP) and Final Plat for Filings 3 (33 lots) and 4 (81 lots) of the Pomponio Terrace PUD to allow 114 townhome units.
- b. A second submittal was received September 7, 2018.
- c. **A third submittal was received on October 25, 2018.**

PLN2. FDP COMMENTS:

- a. Sheet 3 has a table under Section K, but this table is blank. Please remove.
- b. Sheet 7: Please revise legend for bike/pedestrian paths as the mylars will not be printed in color and the two paths look the same in the legend.
- c. Please add the lighting elements to the amenity schedules and site plans on Sheet 13 and 17.
- d. Please revise the location of the decorative rail fence along W. 68th Ave. and place on the interior of the landscape.
- e. Staff has concerns about the site plans illustrating setbacks as there is inconsistency among the "front" setback on units which changes between a 10' or a 5' setback along the public streets. This is also inconsistent for Building 10-11 in Filing 4 which do not front directly onto Clay Street but show a 10' setback.

- i. Is there a specific reason for the 10' setback (front facing the street vs. side facing the street)? **Please note the bulk and dimension standards approved in the PDP which includes a minimum 10' setback from public right of way (this is not reflected in the proposed setbacks).**
- ii. Can the development standards have a simple table with a minimum 5' structure to property line setback, 10' setback from public right of way, and maximum height?
- iii. The site plan should also remove the bold "approximate building outline" and just show the setback line and the property line.
- iv. Please demonstrate how Buildings 6-8 in Filing 3 will be landscaped along W. 69th Ave. given the minimum 6' separation from utility lines and 5' separation from sidewalks as shown on Sheet 12.

PLN3. PLAT COMMENTS:

- a. **A Subdivision Improvements Agreement has not been submitted for staff review.**

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

ENG1: Review of the engineering/construction documents email to applicant on 5/18/2018. See Doc #5780913.

Applicant Response: Responses have been added to this table separately.

County Response: Engineering and construction documents are currently being reviewed but, are not yet approved.

County Response (3rd submittal): Construction documents were not include in the resubmittal package. The construction documents are not approved yet.

ENG2: The linework on the FDP's needs properly labeled. On sheet 6 of the Filing 3 FDP and Sheet 7 of the Filing 4 FDP, is it hard to tell which are the property line, easement line, edge of concrete and building envelope. Adding labels to these lines would resolve this problem.

Applicant Response: Labels have been added to clarify.

County Response: Comment resolved.

EGR3: Add labels to all of the radius returns on the drive isles.

Applicant Response: Labels have been added for curve radius at the radius returns.

County Response: Comment resolved.

EGR4: In Filing 3 the drive isle intersection adjacent to building # 15/16 appears very tight. These drive isles will need to accommodate trash vehicles. Provide an AutoTurn routine showing that garbage trucks can make that turn.

Applicant Response: The standard Adams County fire truck (larger than a trash vehicle) has been routed through the drive isles and an exhibit is provided with this submittal.

County Response: Turning movement templates were not found in the resubmittal package. The applicant will need to submit an analysis showing that fire and trash vehicles can maneuver through the site.

County Response (3rd submittal): The turning templates look acceptable however, the type of vehicle used in the analysis is not indicated on the plan. Add a detail of the vehicle to the templates. Also, the text on the templates is very thick and hard to read. Please use a thinner or bigger font.

Commenting Division: Development Services, Right-of-Way:

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: Addresses can be assigned on the plat. Addressing the lots brings up the question of whether or not the developer would like Tracts A & B labeled as private drives/streets. The street names would be based on the Denver Metro Grid Please let the County know. In any case, it would be helpful to have a further discussion how the lots should be addressed.

ROW2: Signature for the Crestview water and sanitation easements needs to be on plat prior to BOCC hearing.

Commenting Division: Development Services, Building Safety:

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- No comments.

Commenting Division: Parks and Open Space

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PRK1: Please provide more information on the concrete walks that will connect to the Little Dry Creek Trail, specifically width and depth. (Sheet 7 of the FDP)

PRK2: Again on sheet 7, please provide more detail regarding the "all-weather maintenance path," such as the type of surface (crusher fines?) and width.



Development Review Team Comments

Date: 1/8/19

Project Number: PRC2018-00002

Project Name: Pomponio Filing 3 and 4 FDP/ Final Plats

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.

An additional 20% review fee is required upon submittal of the fourth review. This fee has not been submitted.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. A Final Development Plan (FDP) and Final Plat for Filings 3 (33 lots) and 4 (81 lots) of the Pomponio Terrace PUD to allow 114 townhome units.
- b. A second submittal was received September 7, 2018.
- c. A third submittal was received on October 25, 2018.
- d. A fourth submittal was received on December 14, 2018.**

PLN2. FDP COMMENTS:

- a. Add third review comments addressed.

PLN3. PLAT COMMENTS:

- a. A Subdivision Improvements Agreement was submitted for both plats. Comments will be provided in a compiled comment sheet after review from legal and finance is complete.**

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

ENG1: Review of the engineering/construction documents email to applicant on 5/18/2018. See Doc #5780913.

Applicant Response: Responses have been added to this table separately.

County Response: Engineering and construction documents are currently being reviewed but, are not yet approved.

County Response: (3rd submittal): Construction documents were not include in the resubmittal package. The construction documents are not approved yet.

Applicant Response: (4th Submittal): Crestview comments are currently being addressed on the construction document set and will be re?submitted to the County when complete.

County Response: Noted. The plat case cannot be scheduled for a BoCC hearing until all construction documents are approved.

ENG2: The linework on the FDP's needs properly labeled. On sheet 6 of the Filing 3 FDP and Sheet 7 of the Filing 4 FDP, is it hard to tell which are the property line, easement line, edge of concrete and building envelope. Adding labels to these lines would resolve this problem.

Applicant Response: Labels have been added to clarify.

County Response: Comment resolved.

EGR3: Add labels to all of the radius returns on the drive isles.

Applicant Response: Labels have been added for curve radius at the radius returns.

County Response: Comment resolved.

EGR4: In Filing 3 the drive isle intersection adjacent to building # 15/16 appears very tight. These drive isles will need to accommodate trash vehicles. Provide an AutoTurn routine showing that garbage trucks can make that turn.

Applicant Response: The standard Adams County fire truck (larger than a trash vehicle) has been routed through the drive isles and an exhibit is provided with this submittal.

County Response: Turning movement templates were not found in the resubmittal package. The applicant will need to submit an analysis showing that fire and trash vehicles can maneuver through the site.

County Response: (3rd submittal): The turning templates look acceptable however, the type of vehicle used in the analysis is not indicated on the plan. Add a detail of the vehicle to the templates. Also, the text on the templates is very thick and hard to read. Please use a thinner or bigger font.

Applicant Response: (4th Submittal): 22x34 fire truck turning template exhibits with vehicle profile have been included in this submittal.

County Response: Comment resolved.

Commenting Division: Development Services, Right-of-Way:

Name of Review: Eden Steele

Email: esteele@adcogov.org

ROW1: Signature for the Crestview water and sanitation easements needs to be on plat prior to BOCC hearing.

ROW2: Addresses can be assigned on the plat. See the attached plat with suggested addresses

Commenting Division: Development Services, Building Safety:

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- Previous items have been addressed and completed. Please be advised that the Board of County Commissioners has recently adopted the 2018 International Codes. This codes will take effect on January 12th, 2019.

Commenting Division: Parks and Open Space

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PRK1: No comments.



John W. Hickenlooper
Governor

Robert Randall
Executive Director

Kevin G. Rein, P.E.
Director/State Engineer

May 23, 2018

Emily Collins
Adams County Community and Economic Development Department
Transmitted via email:
ecollins@adcogov.com

**RE: Pomponio Terrace Subdivision Filings 3 & 4
Case no. PRC2018-00002
Part of the E ½, Sec. 5, T3S, R68W, 6th P.M.
Water Division 1, Water District 7**

Dear Ms. Collins:

We have reviewed the information received by this office on May 11, 2018 regarding the above referenced referral. The Applicant is proposing to develop 6.5 acres to allow for 114 townhome units, to develop 2.5 acres to allow 33 lots and to develop 4.4 acres to allow 81 lots.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted; therefore, the water supply demand for this subdivision is unknown.

Source of Water Supply

A letter from Crestview Water and Sanitation District (“District”), dated November 9, 2015, was provided. According to the letter the District is willing to provide water and sanitary sewer service for the residential development under the condition that the land owner/developer install adequate water and sanitary sewer mains and upgrades to the existing system(s) affected by the development in accordance with District Rules and Regulations and engineering requirements. According to our records, the District receives treated water on demand pursuant to Denver Water Distributor Contract No. 14239A. The Denver Water Department is considered to be a reliable water source.

A search of our records indicate an existing well operating under well permit no. 285396 is located within the bounds of the proposed subdivision. Section 37-92-602(3)(b)(III), C.R.S. requires that the cumulative effect of all wells in a subdivision be considered when evaluating material injury to decreed water rights. Therefore, the existing exempt well permit must be re-permitted pursuant to a decreed augmentation plan, or the existing well must be plugged and abandoned in accordance with the Water Well Construction Rules 2-CCR-402-2.

State Engineer’s Office Opinion

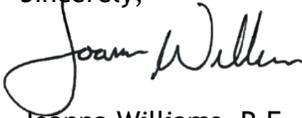
Based on the above and pursuant to Section 30-28-136(1)(h)(II), C.R.S., the State Engineer’s Office has not received enough information to render an opinion regarding the potential for causing material



injury to decreed water rights, or the adequacy of the proposed water supply. Prior to further review of the subdivision water supply plan, a completed Water Supply Information Summary Sheet (GWS-76) is needed. The applicant must also clarify if the well operating under permit no. 285396 will be used within the subdivision or if the well will be plugged and abandoned prior to subdivision approval. If the well will be used within the subdivision the proposed uses must be specified and the applicant must demonstrate that a court approved augmentation plan has been obtained for the well.

Should you or the applicant have any questions, please contact Ailis Thyne at (303) 866-3581 x8216.

Sincerely,

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

Joanna Williams, P.E.
Water Resource Engineer

Ec: Subdivision File #24457
File for well permit no. 285396



CRESTVIEW WATER & SANITATION DISTRICT

January 17, 2019

Ms. James R. Merlino
Pomponio Terrace Holdings, LLC
1140 US Highway 287, #400-125
Broomfield, Colorado 80020

Re: Water and Sanitary Sewer Service for Filing Nos. 1 and 2 of Pomponio Terrace Subdivision

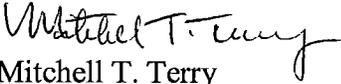
Dear Mr. Merlino:

This letter is acknowledging the request from Pomponio Terrace Holdings, LLC ("PTH") for an updated water and sanitary sewer service availability and "commitment to serve" letter for the 126 single family lots developed within Filing Nos. 1 and 2 of Pomponio Terrace Subdivision as described on the Pomponio Terrace Subdivision Filing No. 1 – Plat Correction No. 1, County of Adams, State of Colorado, and Pomponio Terrace Subdivision Filing No. 2 – Plat Correction No. 1, County of Adams, State of Colorado (collectively, the "Property") located within the boundaries of the Crestview Water & Sanitation District ("Crestview").

Crestview hereby agrees to provide an adequate supply of water and sanitary sewer service to PTH, and its successors, for service to 126 single family lots within the Property. The commitment is contingent only upon payment of Crestview's requisite fees and charges, as set forth in the applicable Crestview schedules, and subject to the Crestview Rules and Regulations.

If you have any questions or require additional information, please contact our office.

Sincerely,


Mitchell T. Terry
District Manager



CRESTVIEW WATER & SANITATION DISTRICT

February 8, 2019

Ms. James R. Merlino
Pomponio Terrace Holdings, LLC
1140 US Highway 287, #400-125
Broomfield, Colorado 80020

Re: Water and Sanitary Sewer Service for Proposed Filing Nos. 3 and 4 of Pomponio Terrace Subdivision

Dear Mr. Merlino:

This letter is acknowledging the request from Pomponio Terrace Holdings, LLC ("PTH") for an updated water and sanitary sewer service availability and "commitment to serve" letter for the proposed 114 townhome lots developed within the proposed Filing Nos. 3 and 4 of Pomponio Terrace Subdivision as described on Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "Property") located within the boundaries of the Crestview Water & Sanitation District (Crestview).

Crestview hereby agrees to provide an adequate supply of water and sanitary sewer service to PTH, and its successors, for service to 114 townhome lots within the Property. The commitment is contingent only upon payment of Crestview's requisite fees and charges, as set forth in the applicable Crestview schedules, and subject to installation of adequate water and sanitary sewer mains within Filing Nos. 3 and 4 in accordance with District Rules and Regulations and engineering requirements if required by the District.

If you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in black ink that reads "Mitchell T. Terry".

Mitchell T. Terry
District Manager



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

June 4, 2018

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

Attn: Emily Collins

Re: Pomponio Terrace Filing Nos. 3 and 4, Case # PRC2018-00002

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has reviewed the documentation for **Pomponio Terrace Filing Nos. 3 and 4**. To ensure that adequate utility easements are available within this development and per state statutes, PSCo requests the following dry utility easements within the lots:

To ensure that adequate utility easements are available within this development and per state statutes, PSCo requests:

- 6-feet within the lots for natural gas facilities including space for service trucks to drive
- 8-feet within the lots for electric facilities including space for transformers, pedestals, and cabling
- if gas and electric are within the same trench, a 10-foot wide dry utility easement is required, not to overlap any wet utility easement

Bear in mind that these utility easements must have 5-foot separation from gravity-fed wet utilities and 10-foot separation from forced-fed water utilities.

Public Service Company requests that the following language or plat note be placed on the preliminary and final plats for the subdivision:

Utility easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements, tracts, and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

Public Service Company also requests that all utility easements be **depicted graphically** on the preliminary and final plats. While these easements should accommodate the majority of utilities to be installed in the subdivision, some additional easements may be required as planning and building progresses.

In addition, 31-23-214 (3), C.R.S., requires the subdivider, at the time of subdivision platting, to provide for major utility facilities such as electric substation sites, gas or electric transmission line easements and gas regulator/meter station sites as deemed necessary by PSCo. While this provision will not be required on every plat, when necessary, PSCo will work with the subdivider to identify appropriate locations. This statute also requires the subdivider to submit a letter of agreement to the municipal/county commission that adequate provision of electrical and/or gas service has been provided to the subdivisions.

The property owner/developer/contractor must complete the **application process** for any new gas or electric service, or modification to existing facilities via FastApp-Fax-Email-USPS (go to: https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 for utility locates prior to construction.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
Right of Way and Permits
Public Service Company of Colorado



June 1, 2018

Emily Collins
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Pomponio Terrance Filing 3 and 4, PRC2018-00002
TCHD Case No. 4928

Dear Emily Collins,

Thank you for the opportunity to review and comment on the proposed Final Development Plan to allow 114 townhomes, a Major Subdivision to allow 33 lots and a Major Subdivision to allow 33 lots for Filings 3 and 4 of Pomponio Terrace located along West 70th Avenue east of Federal Boulevard. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and has the following comments.

Community Design for Active Living

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

TCHD commends the applicant for incorporating a network of sidewalks throughout the site to allow pedestrians to move safely and easily through the neighborhood. The addition of bike racks and shelters in the common areas will encourage bicycle usage.

Sun Safety for Outdoor Common and Gathering Areas

Skin cancer is the most common cancer in the United States. Colorado has the 5th highest death rate from melanoma, the most deadly form of skin cancer. A leading risk factor for skin cancer is exposure to ultraviolet rays (UV) from the sun. Seeking shade when outside is one of the best ways to prevent overexposure to UV rays. TCHD recommends the use of shade in common areas like courtyards, patios and play areas through the planting of trees or physical shade structures. These considerations optimize the opportunity for people to shield themselves from the sun and reduce their risk of skin cancer. TCHD commends the applicant for incorporating a picnic shelter in Filing No. 4. TCHD encourages the applicant to consider additional shade structures and landscaping in order to create more shade in common areas.

Mosquito Control - Stormwater Facilities

The site plan indicates that a detention pond is proposed. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here <http://www.tchd.org/276/Mosquitoes-West-Nile-Virus>. A guidance document is attached.

Please feel free to contact me at 720-200-1571 with any questions.

Sincerely,

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

Sheila Lynch
Land Use, Built Environment, and Health Program Manager

CC: Monte Deatrich, TCHD

**Tri-County Health Department
Guidance for Preparation of
Mosquito Control Plan**

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be

coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review – Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities:
This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.
- Regular inspections:
Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.
- Larvacide program:
Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.
Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

May 31, 2018

Emily Collins
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601-8216

Location:
E½ Section 5,
T3S, R68W, 6th P.M.
39.8203, -105.0221

Subject: Pomponio Terrace Filings 3 and 4
Case Number PRC2018-00002; Adams County, CO; CGS Unique No. AD-18-0014

Dear Ms. Collins:

Colorado Geological Survey has reviewed the Pomponio Terrace Filings 3 and 4 referral for a final development plan (FDP) for 114 townhome units on 6.5 acres, and major subdivisions (preliminary/final plats) for 33 lots on 2.15 acres and 81 lots on 4.4 acres located southeast of W. 70th Ave. and Federal Blvd. The currently proposed density and land use appear to be generally consistent with what CGS previously reviewed, and no new geologic or geotechnical information has been submitted for review. CGS's previous comments therefore remain valid:

Cesare, Inc.'s September 17, 2014 Preliminary Geotechnical Study contains a valid description of surface and subsurface conditions, and provides appropriate *preliminary* recommendations for mitigating the site's moderately to highly expansive clay soils. I agree that overexcavation, as described on pages 3 and 4 of Cesare's report, will be necessary to lower the swell potential and reduce the risk of differential heave and structural damage. Water injection is a less consistent, less reliable method of "pre-swelling" the site soils.

Once overexcavation, if performed, and site grading are complete, additional, lot-specific geotechnical investigations will be needed to better characterize soil engineering properties such as expansion/consolidation potential, density, strength and allowable bearing pressures. This information will be needed to verify that swell potentials have been sufficiently reduced, and to design individual foundations, floor systems, subsurface drainage, and pavements.

Provided Cesare's recommendations for overexcavation and additional, lot-specific investigations are correctly implemented, the site does not present any geologic hazards or development constraints that would preclude the proposed use and density. **CGS therefore has no objection to approval of the FDP and major subdivisions (preliminary/final plats) as proposed.**

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Carlson".

Jill Carlson, C.E.G.
Engineering Geologist

Emily Collins

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, May 31, 2018 8:17 AM
To: Emily Collins
Subject: Re: PRC2018-00002 Pomponio Filing 3 and 4 (Townhomes)

Emily,

I have reviewed the referral named above for Pomponio Terrace Filings 3 & 4 located near 6856 Federal Blvd. and have the following comments:

- Any utility work, or other proposed work in the State Highway 287 Right-of-Way will require a permit from our office. Permit application can be made online at the following link: <https://www.codot.gov/business/permits/utilitiesspecialuse/online-permit-application> Contact for any questions regarding this permitting is Tanisha Alford, who can be reached at 303-880-3693 or tanisha.alford@state.co.us
- If this development will have any impact to State Highway 287 drainage, we will want to review the drainage study.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

On Fri, May 11, 2018 at 3:31 PM, Emily Collins <ECollins@adcogov.org> wrote:

Good Afternoon:

Please see the attached Request for Comments on the above case. **Comments are due by Friday, June 1st.**

Thank you for your review of this case!

Emily Collins

From: garry [sgarry1@comcast.net]
Sent: Thursday, May 17, 2018 10:23 PM
To: Emily Collins
Subject: PRC2018-00002

We are absolutely against this proposed development. The congestion caused by the extensive housing development in the area has decreased the quality of life in the neighborhood.

Sean Garry
7010 Clay St

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Pomponio Terrace Filings 3 and 4
Case Number:	PRC2018-00002

May 11, 2018

Adams County Planning Commission is requesting comments on the following request:

1) Final Development Plan to allow 114 townhome units on approximately 6.5 acres in the Planned Unit Development (PUD) zone district; 2) Major Subdivision (Preliminary/ Final Plat) to allow 33 lots on approximately 2.15 acres; 3) Major Subdivision (Preliminary/Final Plat) to allow 81 lots on approximately 4.4 acres

This request is located at **5856 Federal Blvd.**

The Assessor's Parcel Numbers are **0182505100041 and 0182505100040**

Applicant Information **POMPONIO TERRACE HOLDINGS LLC (JIM MERLINO)**

**1140 US HIGHWAY 287, APT 400-125
BROOMFIELD, CO 80020**

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **June 1, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

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

Thank you for your review of this case.

Emily Collins

Emily Collins, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name:	Pomponio Terrace Filings 3 and 4
Case Number:	PRC2018-00002
Board of County Commissioners Date:	03/26/2019 at 9:30 a.m.

February 15, 2019

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request:

- 1) **Final Development Plan to allow 114 townhome units on approximately 6.5 acres in the Planned Unit Development (PUD) zone district;**
- 2) **Major Subdivision (Final Plat) to allow 33 lots on approximately 2.15 acres;**
- 3) **Major Subdivision (Final Plat) to allow 81 lots on approximately 4.4 acres**

This request is located at **6856 FEDERAL BLVD.**

The Assessor's Parcel Numbers are **0182505100041 and 0182505409010**

Applicant Information **POMPONIO TERRACE HOLDINGS, LLC (JIM MERLINO)**
1140 US HWY 287 #400-125
BROOMFIELD, CO 80020

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins
Emily Collins, AICP
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

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **POMPONIO TERRACE HOLDINGS, LLC** Case # **PRC2018-00002** requesting: **1) Final Development Plan to allow 114 townhome units on approximately 6.5 acres in the Planned Unit Development (PUD) zone district; 2) Major Subdivision (Final Plat) to allow 33 lots on approximately 2.15 acres; 3) Major Subdivision (Final Plat) to allow 81 lots on approximately 4.4 acres** on the following property:

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 23053, FROM WHICH POINT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 17668, BEARS NORTH 89°37'42" EAST, A DISTANCE OF 2637.26 FEET;
THENCE SOUTH 00°47'38" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1398.86 FEET (DEEDED AS 1400');

THENCE SOUTH 89°12'22" EAST ALONG THE SOUTH LINE OF WEST 70TH AVENUE, AS CONVEYED IN DEED RECORDED IN BOOK 536 AT PAGE 311, A DISTANCE OF 286.05 FEET (DEEDED AS 286 FEET) TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302, BEING THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF WEST 70TH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 89°12'22" EAST, A DISTANCE OF 64.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 39°23'37", AN ARC DISTANCE OF 178.76 FEET (CHORD BEARS SOUTH 69°30'34" EAST, 175.26 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
3. SOUTH 49°48'45" EAST, A DISTANCE OF 396.77 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 33°19'31", AN ARC DISTANCE OF 197.76 FEET (CHORD BEARS SOUTH 66°28'31" EAST, 194.98 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
5. SOUTH 83°08'16" EAST, A DISTANCE OF 519.78 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

THENCE SOUTH 00°33'25" WEST ALONG THE WEST LINE OF LOT 1, BLOCK 1, SUNDSTRAND SUBDIVISION, RECORDED UNDER RECEPTION NO. A026680, A DISTANCE OF 1299.66 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;

THENCE ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5158 AT PAGE 820 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 57°33'55" WEST, A DISTANCE OF 382.30 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
2. NORTH 42°16'49" WEST, A DISTANCE OF 182.93 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
3. NORTH 57°33'55" WEST, A DISTANCE OF 130.95 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
4. NORTH 84°23'03" WEST, A DISTANCE OF 196.86 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

THENCE NORTH 57°33'55" WEST ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 5158 AT PAGE 820, A DISTANCE OF 244.38 FEET;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 1299 PAGE AT 154 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 31°56'08" EAST, A DISTANCE OF 336.17 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

2. NORTH 58°03'52" WEST, A DISTANCE OF 235.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

3. NORTH 00°48'38" EAST, A DISTANCE OF 303.09 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

4. NORTH 89°11'22" WEST, A DISTANCE OF 429.19 FEET;

THENCE ALONG THE EAST LINE OF FEDERAL BOULEVARD AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING TWO (2) COURSES:

1. NORTH 02°03'26" WEST, A DISTANCE OF 24.18 FEET TO A PK NAIL WITH WASHER STAMPED PLS 24667;

2. NORTH 09°19'16" WEST, A DISTANCE OF 72.66 FEET;

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING SIX (6) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 37°48'16", AN ARC DISTANCE OF 46.19 FEET (CHORD BEARS SOUTH 60°05'56" EAST, 45.35 FEET);

2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.33 FEET AND A CENTRAL ANGLE OF 11°23'54", AN ARC DISTANCE OF 30.90 FEET (CHORD BEARS SOUTH 35°29'48" EAST, 30.85 FEET);

3. SOUTH 29°47'48" EAST, A DISTANCE OF 16.30 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP WITH ILLEGIBLE MARKINGS;

4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.43 FEET AND A CENTRAL ANGLE OF 59°29'33", AN ARC DISTANCE OF 24.33 FEET (CHORD BEARS SOUTH 59°32'18" EAST, 23.25 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

5. SOUTH 89°17'04" EAST, A DISTANCE OF 112.36 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

6. NORTH 00°47'38" EAST, A DISTANCE OF 457.36 FEET TO THE POINT OF BEGINNING, CONTAINING 1,161,661 SQUARE FEET, OR 26.6681 ACRES, MORE OR LESS.

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION: [6856 Federal Blvd.](#)

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **26th day of March, 2019**, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact [Greg Barnes](#) at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6800. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
JOSH ZYGIELBAUM, CLERK OF THE BOARD

TO BE PUBLISHED IN THE [February 21, 2019](#) ISSUE OF THE Westminster Window

Please reply to this message by email to confirm receipt or call [Megan Ulibarri](#) at 720.523.6800.

Adams County
Attn: Planning Addressing
PLN

COLO DIV OF WATER RESOURCES
Attn: Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203

Adams County Construction Inspection
Attn: PWCI .
PWCI

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

COLORADO GEOLOGICAL SURVEY
Attn: Jill Carlson
1500 Illinois Street
Golden CO 80401

Adams County Fire Protection District
Attn: Chris Wilder
8055 N. WASHINGTON ST.
DENVER CO 80229

Colorado Geological Survey: CGS_LUR@mines.edu
Attn: Jill Carlson
Mail CHECK to Jill Carlson

Adams County Treasurer: Send email
Attn: Adams County Treasurer
bgrimm@adcogov.org

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

CITY OF WESTMINSTER
Attn: Andy Walsh
4800 W 92nd Avenue
WESTMINSTER CO 80031

Crestview Water & Sanitation
Attn: Patrick Stock
7145 Mariposa St
PO Box 21299
Denver CO 80221-0299

CITY OF WESTMINSTER
Attn: MAC CUMMINS
4800 W 92ND AVE.
WESTMINSTER CO 80031

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

Engineering Division
Attn: Transportation Department
PWE

COLO DIV OF WATER RESOURCES
Attn: Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203

GOAT HILL
Attn: SHARON WHITEHAIR
2901 W 63RD
AVE SP:0047
DENVER CO 80221

Hyland Hills Park & Recreation District
Attn: Terry Barnhart
8801 Pecos St
Denver CO 80260

UNITED STATES POST OFFICE
Attn: MARY C. DOBYNS
56691 E COLFAX AVENUE
STRASBURG CO 80136-8115

METRO WASTEWATER RECLAMATION
Attn: CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229

WESTMINSTER FIRE DEPT.
Attn: CAPTAIN DOUG HALL
9110 YATES ST.
WESTMINSTER CO 80031

NS - Code Compliance
Attn: Kerry Gress
kgress@adcogov.org

WESTMINSTER SCHOOL DISTRICT #50
Attn: Jackie Peterson
7002 Raleigh Street
WESTMINSTER CO 80030

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

REGIONAL TRANSPORTATION DIST.
Attn: CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

6860 FEDERAL BOULEVARD LLC
2471 S JOSEPHINE ST
DENVER CO 80210-5413

BB 1 LLC
2700 S BROADWAY
ENGLEWOOD CO 80113-1523

6990 FEDERAL BLVD LLC
2471 S JOSEPHINE ST
DENVER CO 80210-5413

BEETHE SCOTT M AND
BEETHE MELODY S
2680 FERN DR
WESTMINSTER CO 80030-5649

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

BONNER DONALD L AND
BONNER DEBRA L
7041 CANOSA COURT
WESTMINSTER CO 80030

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

BPI WESTMINSTER LLC
2880 BRYANT ST
DENVER CO 80211-4223

ALCANTAR SALVADOR
7051 CANOSA CT
WESTMINSTER CO 80030-5638

BROCKER D PAUL 1/3 AND WEBBER KAREN 1/3
AND REDMOND MICHAEL J 1/3
3333 REGIS BLVD
DENVER CO 80221-1154

ALTO PARTNERS LLLP
C/O HOUSING AUTHORITY OF THE COUNTY OF ADAMS
7190 COLORADO BLVD
COMMERCE CITY CO 80022-1812

BURK WILLIAM R
2843 W 67TH PL
DENVER CO 80221-2225

ARCHULETA SONYA R
6970 CLAY ST
WESTMINSTER CO 80030-5643

BYER LOUIS CHARLES LIVING TRUST THE
2705 W 66TH PL
DENVER CO 80221

ARELLANO SUSANO HERRERA
7000 CLAY ST
WESTMINSTER CO 80030-5645

CARBAJAL-CARBAJAL SERGIO AND
LAZARO-CARBAJAL BUENAVENTURA
2690 FERN DR
WESTMINSTER CO 80030-5649

BAILEY COMPANY THE
C/O SAVAGE SAVAGE & BROWN INC
PO BOX 22845
OKLAHOMA CITY OK 73123-1845

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

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

CARPANINI JENNIFER J
7061 CLAY ST
WESTMINSTER CO 80030-5644

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

FLATS AT MIDTOWN LLC AND
UVECTOR NORTH GATE LLC
3595 S TELLER ST STE 301
LAKEWOOD CO 80235-2029

CITY OF WESTMINSTER THE
4800 W 92ND AVE
WESTMINSTER CO 80031-6399

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

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

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

COLORADO HOSPITALITY SERVICES INC
10 E 120TH AVE
NORTHGLENN CO 80233-1002

GARCIA MANUEL AND
GARCIA MARGARITA
990 HAZEL COURT
DENVER CO 80204

COLORADO SOUND
RECORDING LTD
3100 W 71ST AVE
WESTMINSTER CO 80030-5439

GARCIA MARTIN
7021 BRYANT ST
WESTMINSTER CO 80030

COYLE WILLIAM
18199 E 160TH AVE
BRIGHTON CO 80601

GARRY SEAN
2248 IMPERIAL LN
SUPERIOR CO 80027-8231

CROWDER DANIEL
906 W 69TH AVE
DENVER CO 80221-7045

GOFORTH DANO ALLEN
2698 FERN DR
WESTMINSTER CO 80030-5649

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

GONZALEZ OLIVIA FELIX
7020 CLAY ST
WESTMINSTER CO 80030-5645

DELGADO GLORIA AND
DELGADO DARIO
7011 CLAY ST
WESTMINSTER CO 80030-5644

GOODWILL INDUSTRIES OF DENVER
6850 FEDERAL BLVD
DENVER CO 80221

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

GUTIERREZ EDUARDO AND MARIA ELSA
7001 CLAY ST
WESTMINSTER CO 80030-5644

HILLEBRAND STEPHEN
7031 CANOSA CT
WESTMINSTER CO 80030-5638

MAILLOUX JACQUES
2830 W 67TH PLACE
DENVER CO 80221

INSY KHAMNOUANE
6991 CLAY STREET
WESTMINSTER CO 80030

MAKUH BEN TAYLOR AND
MAKUH KYLIE RAE
7040 CLAY ST
WESTMINSTER CO 80030-5645

JAMSAY RAYMOND JR AND
JAMSAY JUDITH A
7031 CLAY ST
WESTMINSTER CO 80030-5644

MARTINEZ ANTHONY AND
MARTINEZ TINA R
7051 CLAY ST
WESTMINSTER CO 80030-5644

KELLOGG EDWIN AND
KELLOGG DIANE
6961 CLAY ST
WESTMINSTER CO 80030-5642

MARTINEZ MARC WILLIAM
6950 CLAY ST
WESTMINSTER CO 80030-5643

KHANTHAVONG KHONG AND
PHACHITH SOMTHAI
6971 CLAY ST
WESTMINSTER CO 80030-5642

MATLACK ANTHONY W
6660 DECATUR
DENVER CO 80221

KRUPP, GLASSMAN AND GLASSMAN
C/O KEN JACKSON AND ASSOCIATES
425 S CHERRY ST SUITE 500
DENVER CO 80246

MONTOYA TROY E
6665 DECATUR ST
DENVER CO 80221-2227

KUNUGI JANE S
7050 CLAY ST
WESTMINSTER CO 80030-5645

MORENO ROLANDO
6685 DECATUR STREET
DENVER CO 80221

LUCERO LORRAINE
7071 CLAY ST
WESTMINSTER CO 80030-5644

MULLBERRY PROPERTIES LLC
8781 SHERIDAN BLVD NO 125
ARVADA CO 80003-1440

LUIS ROSA
9230 IRVING ST
WESTMINSTER CO 80031-2729

NGC DEVELOPMENT LLC
2404 N RIO GRANDE AVE
ORLANDO FL 32804-4828

MAESTAS SANDRA
PO BOX 2
DUPONT CO 80024

NORTHGATE FEDERAL LP
2404 N RIO GRANDE AVE
ORLANDO FL 32814

OLIVAS DENNIS L
7060 AVRUM DRIVE
DENVER CO 80221

PRESIDENTIAL CAPITAL CORPORATION
C/O ROBERT W COYLE
18199 E 160TH AVE
BRIGHTON CO 80601

OLIVAS GREGORY K
13475 FAIRPLAY ST
BRIGHTON CO 80601-6952

RAP WEST LLC
C/O RAPPAPORT REAL ESTATE
591 STEWART AVE STE 100
GARDEN CITY NY 11530-4702

PADILLA AZALIA
6981 CLAY ST
WESTMINSTER CO 80030-5642

RHINER GERALD D
6981 FEDERAL BLVD
DENVER CO 80221

PEREZ JOE F AND
AGUIRRE ADRIANA L
7010 CANOSA COURT
WESTMINSTER CO 80030

RIOS-ORTEGA GERZAIN
7011 BRYANT WAY
WESTMINSTER CO 80030-5636

PETRALIA GEORGE
5380 FEDERAL BLVD
DENVER CO 80221-1143

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

POMPONIO TERRACE HOLDINGS LLC
ATTN JAMES R MERLINO
1140 US HIGHWAY 287 APT 400-125
BROOMFIELD CO 80020-7080

RODARTE CARMEN SILVA AND
RODARTE PEDRO
1447 W 101ST PL
NORTHGLENN CO 80260-6229

POMPONIO TERRACE METROPOITAN DISTRICT
C/O WHITE BEAR AND ANKELE
CENTENNIAL CO 80122-1880

SANDOVAL CLAUDIO VELASCO
1585 S TEJON STREET
DENVER CO 80233

POMPONIO TERRACE METROPOLITAN DISTICT
C/O WHITE BEAR AND ANKELE
CENTENNIAL CO 80122-1880

SANDOVAL DARLENE D
7021 CANOSA CT
WESTMINSTER CO 80030-5638

POMPONIO TERRACE METROPOLITAN DISTRICT
C/O WHITE BEAR AND ANKELE
CENTENNIAL CO 80122-1880

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

POMPONIO TERRACE METROPOLITAN DISTRICT
C/O WHITE BEAR & ANKELE
CENTENNIAL CO 80122-1880

SCHMIDT RYAN
7030 CLAY ST
WESTMINSTER CO 80030-5645

SQUARE PLUMB AND TRUE
5515 E 36TH AVE
DENVER CO 80207-1203

STONEBOX 71 LLLP
5340 WATERSTONE DR
BOULDER CO 80301-6503

STRONG CAPITAL V LP
5910 NORTH CENTRAL EXPRESSWAY SUITE 1580
DALLAS TX 75206

U-STORE-IT LP
PTA USI NO. 769
PO BOX 320099
ALEXANDRIA VA 22320

VAN DUSEN NICHOLAS A
7011 CANOSA CT
WESTMINSTER CO 80030-5638

VENEGAS ODILON AND
VENEGAS MARIA ISABEL GANDARA
7041 CLAY ST
WESTMINSTER CO 80030-5644

VILLA FRANK
6951 CLAY ST
WESTMINSTER CO 80030-5642

WESTKAMP RONALD F
7001 BRYANT WAY
WESTMINSTER CO 80030-5636

WESTMINSTER STATION HOLDINGS LLC
233 PARK AVE STE 201
MINNEAPOLIS MN 55415-1132

CERTIFICATE OF POSTING



I, Libby Tart, do hereby certify that I had the property posted at

6856 Federal Blvd.

on March 12, 2019

in accordance with the requirements of the Adams County Zoning Regulations

Libby Tart, AICP

Libby Tart

CERTIFICATE OF POSTING



I, **Libby Tart**, do hereby certify that I had the property posted at

6856 Federal Blvd.

on March 12, 2019

in accordance with the requirements of the Adams County Zoning Regulations

Libby Tart, AICP

Libby Tart

Pomponio Terrace Filing 3 and 4 PRC2018-00002

May 7, 2019

Board of County Commissioners

Community and Economic Development

Case Manager: Libby Tart



Requests

1. Final Development Plan to allow 114 townhome units on 6.5 acres in a PUD zone district.
2. Major Subdivision (Final Plat) to create 33 lots on approximately 2.15 acres.
3. Major Subdivision (Final Plat) to create 81 lots on approximately 4.4 acres.
4. Subdivision Improvement Agreements (SIAs) for Filing No.3 and Filing No. 4.



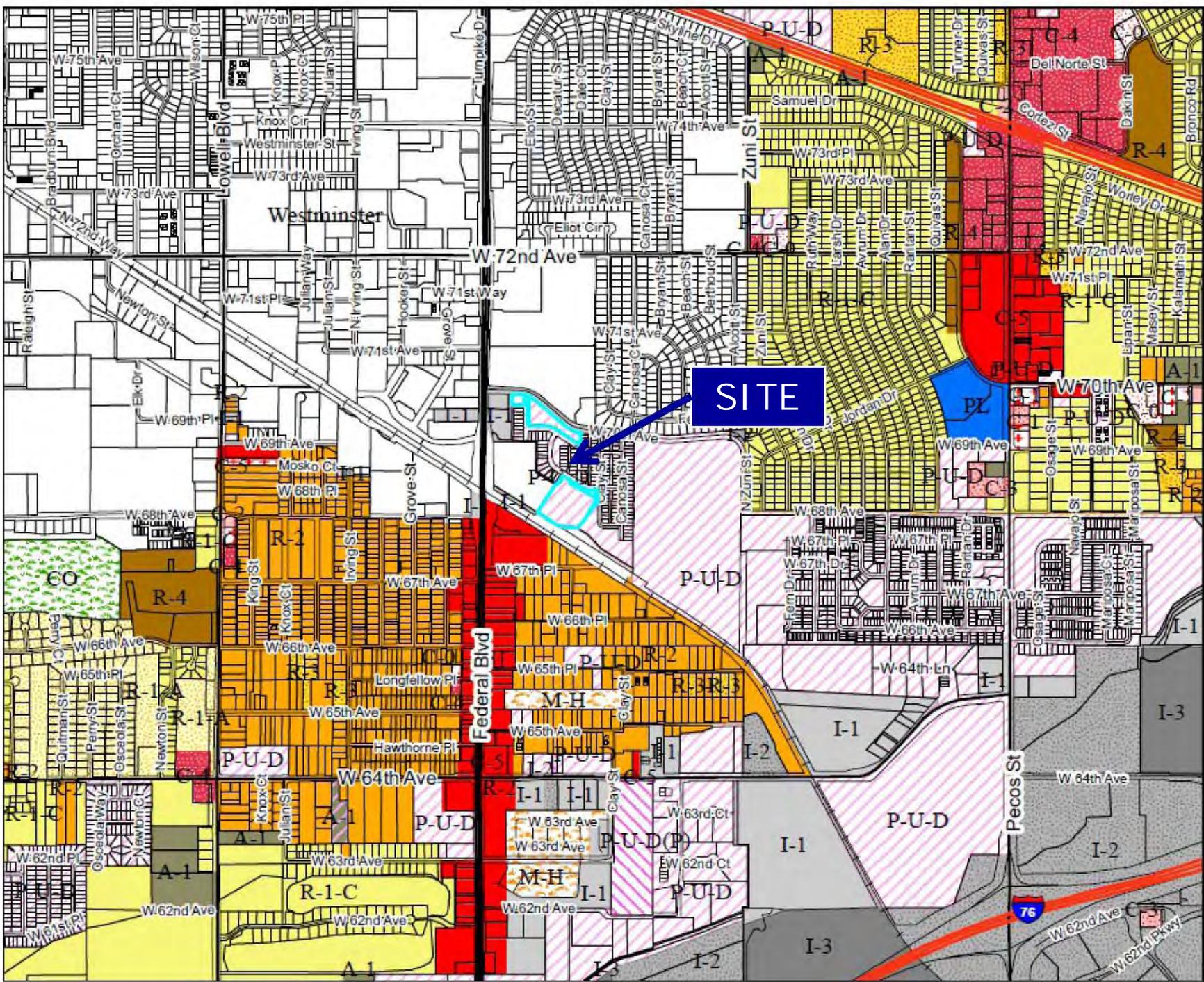
PRC2018-00002

Pomponio Terrace Filings 3 and 4



For display purposes only.

Planned Unit Development



PRC2018-00002

Pomponio Terrace Filings 3 and 4



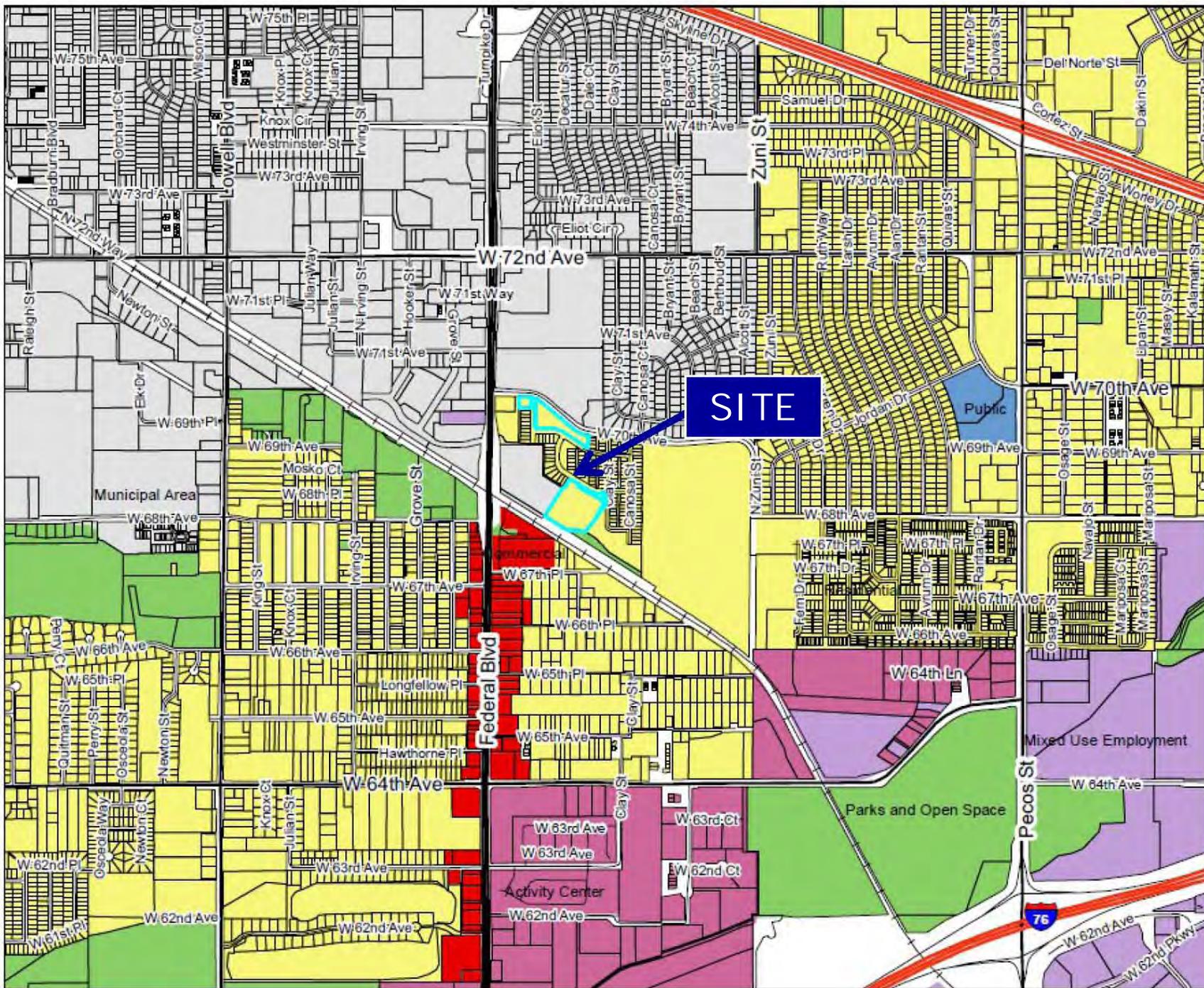
For display purposes only.



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

Urban Residential

- Single and multi-family
- Near transportation services



SITE

PRC2018-0002

Pomponio Terrace Filings 3 and 4



For display purposes only.



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

Background

- Previous Approvals:
 - Rezone from I-1 to PUD in 2015
 - PDP and Preliminary Plat for Filings 1 and 2 approved in 2016 to allow single-family detached
 - PDP Amendment approved to allow single-family attached in 2018
 - Metro District Service Plan Amendment approved at end of 2018

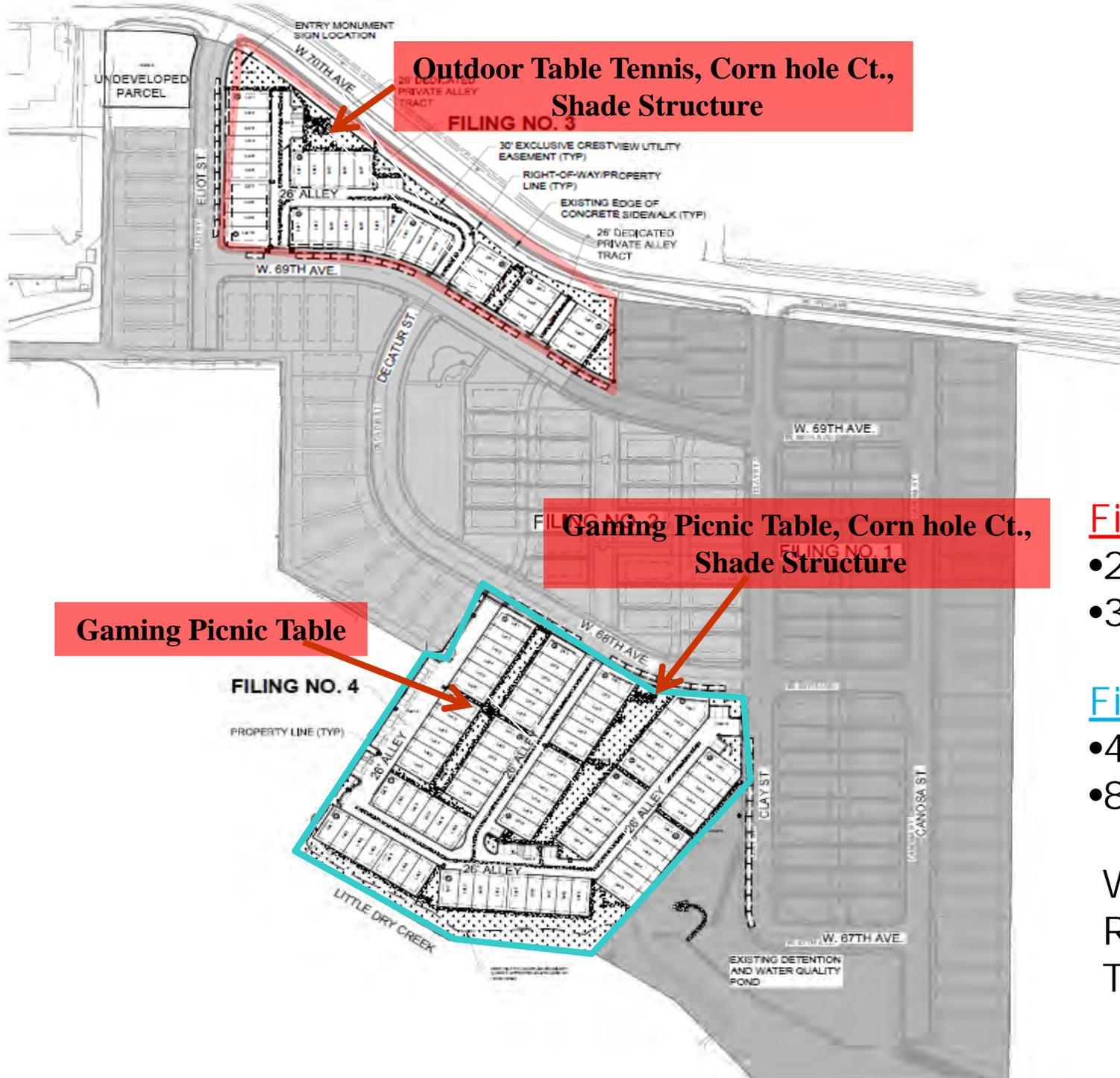
Final Development Plan (FDP)

- A FDP is the latter of two approvals:
 - Site-specific development plan
 - Final plat
 - SIA
- Includes:
 - Housing type and design
 - Development standards
 - Parking
 - Landscape
 - Open space and active recreation

Criteria for Final Development Plan

Section 2-02-10-04

1. Conforms to Comprehensive Plan
2. Conforms to PUD standards
3. Consistent with approved PDP
4. Construction plans meet all County, utility, Tri-County, etc. requirements



LOT TYPE	QUANTITY
TOWNHOME LOT (FILING NO. 3)	33
TOWNHOME LOT (FILING NO. 4)	81
TOTAL	114

-  EXISTING FILINGS NO. 1 & 2
-  LANDSCAPE AND OPEN SPACE

NOTES:

1. SHADED AREA IS FILINGS NO. 1 & 2 (ALREADY APPROVED).
2. FILINGS 3 & 4 WILL NOT EXCEED THE APPROVED 248 UNITS FOR THE ENTIRE DEVELOPMENT.
3. A PEDESTRIAN AND MOBILITY PLAN IS PROVIDED ON SHEET 7 ILLUSTRATING MULTI-MODAL CIRCULATION THROUGHOUT THE SITE.

**Outdoor Table Tennis, Corn hole Ct.,
Shade Structure**

**Gaming Picnic Table, Corn hole Ct.,
Shade Structure**

Gaming Picnic Table

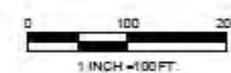
Filing 3

- 2.15 acres
- 33 lots

Filing 4

- 4.4 acres
- 81 lots

Walks/Bike
Racks
Throughout



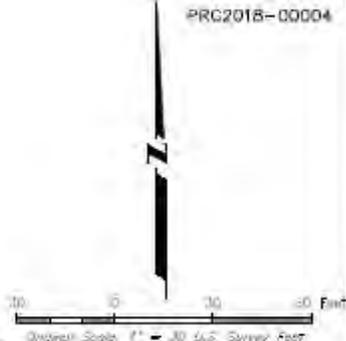
Major Subdivision-Final Plat

Section 2-02-17-04

1. Conforms to approved preliminary plat
2. Conforms to subdivision design standards
3. Sufficient water supply
4. Sufficient public sewage
5. Identify any topographical conditions
6. Adequate drainage improvements
7. Adequate public infrastructure and collateral

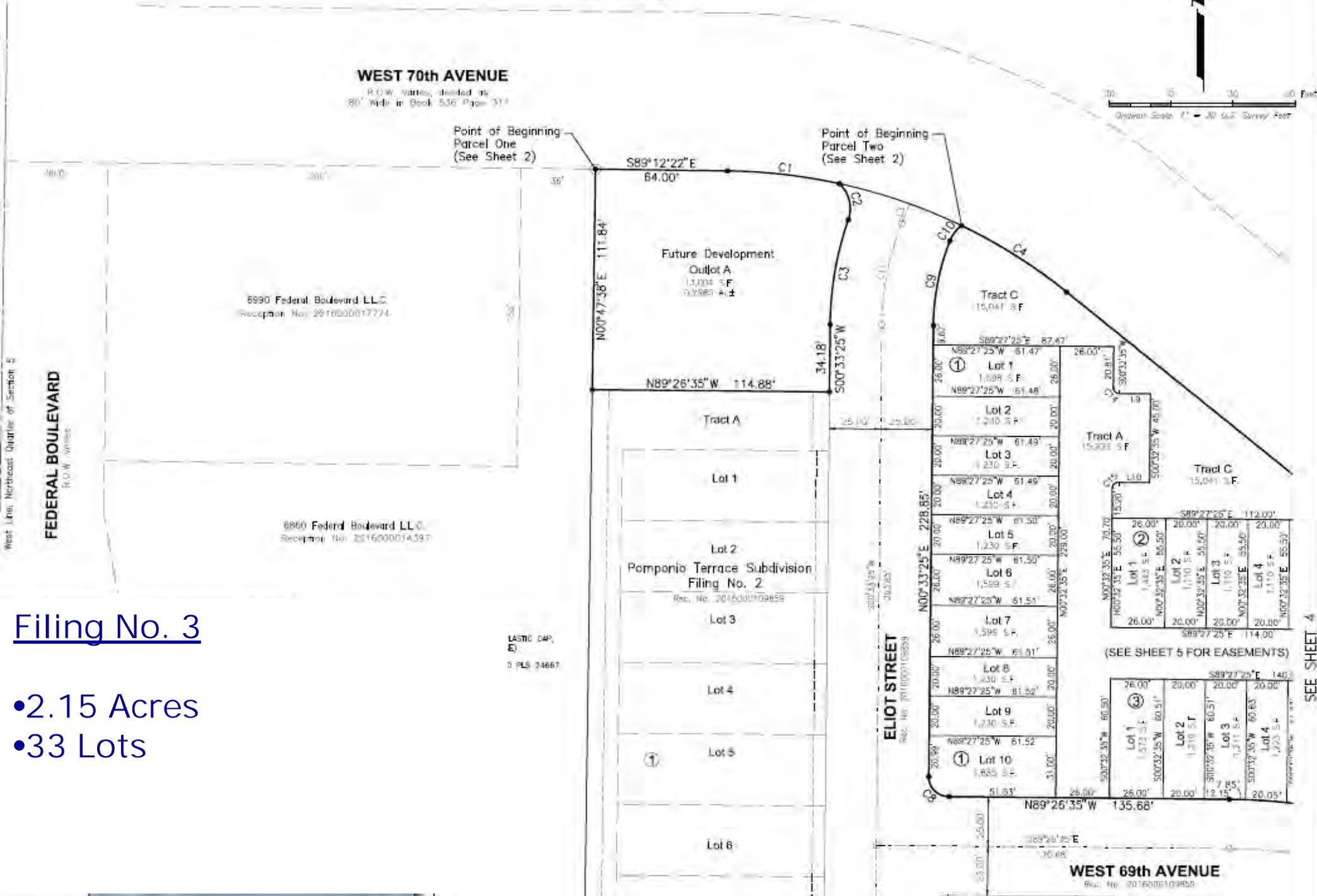
Filing No. 3 Plat

SHEET 3 OF 6
PARCEL CONFIGURATION



WEST 70th AVENUE

R.O.W. varies, divided as
80' wide in Book 536 Page 317



Filing No. 3

- 2.15 Acres
- 33 Lots

LASTED CAP.
PLS 24667

(SEE SHEET 5 FOR EASEMENTS)

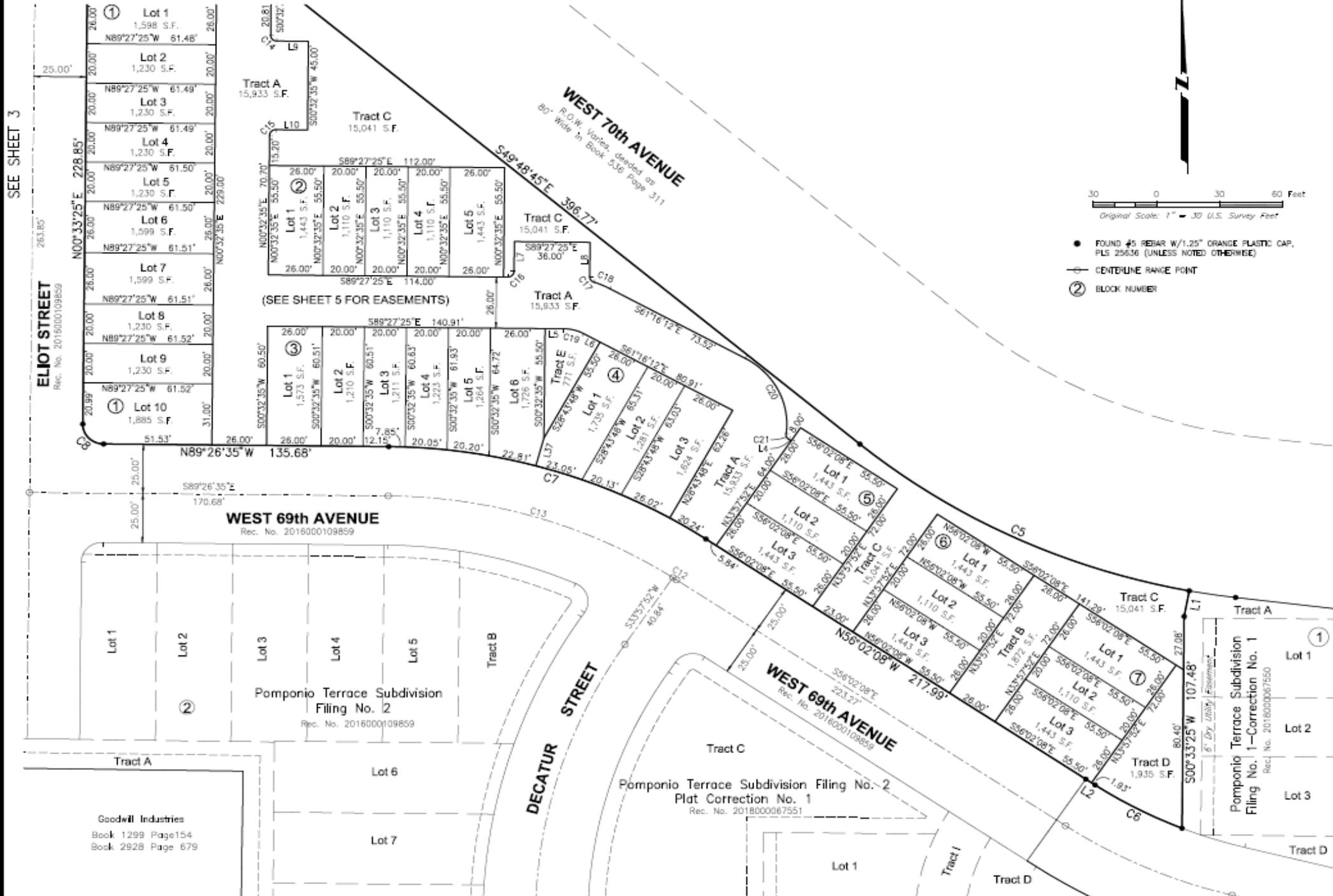
SEE SHEET 4

Filing No. 3 Plat

3

PRC2018-0000

SHEET 4 OF 6
PARCEL CONFIGURATION



SEE SHEET 3

ELIOT STREET
Rec. No. 2016000109859

WEST 69th AVENUE
Rec. No. 2016000109859

WEST 70th AVENUE
R.O.W. Varied, divided as
85' Wide in Book 536 Page 311

(SEE SHEET 5 FOR EASEMENTS)

Pomponio Terrace Subdivision
Filing No. 2
Rec. No. 2016000109859

Pomponio Terrace Subdivision Filing No. 2
Plat Correction No. 1
Rec. No. 2018000067551

Goodwill Industries
Book 1299 Page 154
Book 2928 Page 679

Pomponio Terrace Subdivision
Filing No. 1—Correction No. 1
Rec. No. 2016000067550

Original Scale: 1" = 30 U.S. Survey Feet

- FOUND #5 REBAR W/1.25" ORANGE PLASTIC CAP, PLS 25636 (UNLESS NOTED OTHERWISE)
- CENTERLINE RANGE POINT
- Ⓜ BLOCK NUMBER

Filing No. 4 Plat

SHEET 3 OF 6
PARCEL CONFIGURATION

Filing No. 4

- 81 lots
- 4.4 acres



Pomponio Terrace Subdivision
Filing No. 2
Rec. No. 2016000109859

Pomponio Terrace Subdivision Filing No. 2
Plat Correction No. 1
Rec. No. 2018000067551

CLAY STREET
Rec. No. 2016000109858
N00°33'25"E
340.00'

CLAY STREET
Rec. No. 2016000109858
N00°33'25"E
340.00'

SEE SHEET 4

- 0 30 60 Feet
Original Scale: 1" = 30 U.S. Survey Feet
- FOUND #5 REBAR W/1.25" ORANGE PLASTIC CAP, PLS 25636 (UNLESS NOTED OTHERWISE)
 - FOUND MONUMENT DESCRIBED HEREON
 - CENTERLINE RANGE POINT
 - ② BLOCK NUMBER

Goodwill Industries
Book 1299 Page 154
Book 2928 Page 679

Major Subdivision-Final Plat

- Subdivision Improvement Agreements (SIA) signed and executed
- Rear loaded garages on alleyways
- All lots front on public streets and/or landscaped tracts
- Adequate public infrastructure to support the development is required
- Two Final Plats allow phasing of public improvements

Referral Comments

- Xcel, CDOT, Tri-County, and CGS
 - No concerns
- Colorado Division of Water:
 - Requested a Will Serve Letter from Crestview Water and Sanitation District
 - Applicant Provided Letter
- Development Services Engineering:
 - Final site construction and drainage plans approved
- Property Owners and Occupants within 750 ft:

Notifications Sent	Comments Received
89	1

Recommendation
PRC2018-00002
Pomponio Filings 3 and 4
FDP, Final Plats and SIAs

Staff recommends Approval based on 11 Findings-of-Fact.