



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
May 29, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of May 11-16, 2018
- B.** Minutes of the Commissioners' Proceedings from May 22, 2018
- C.** Resolution Approving the Contract between Adams County and the State of Colorado Department of Transportation for Permanent Water Quality Mitigation Pool Funding for the Engineer's Lake Trailhead Project (File approved by ELT)

- D.** Resolution Authorizing the Acquisition of Property Interests Necessary for the Construction of Improvements for the York Street Improvement Project- York Street from East 78th Avenue to Highway 224
(File approved by ELT)
- E.** Resolution Approving the Adams County Collaborative Transportation Planning Agreement to Establish the Adams County Council of Governments Subregional Forum Process
(File approved by ELT)
- F.** Resolution Approving Third Amendment to the Lease Agreement between Adams County and IC Chambers, LP, for Motor Vehicle Department Office Space at 3449 North Chambers Road, Aurora, CO
(File approved by ELT)
- G.** Resolution Regarding Defense and Indemnification of Michael McIntosh, Gary Russell, John Weinstein, Joshua Wright, Patrick Deal, Adam Mohr, Adan Holguin, Gary Brown, James Castellano, Dominic Romero, Brandon Skalak, and Ryan Endres as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- H.** Resolution Regarding Defense and Indemnification of Joseph Archuleta as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- I.** Resolution Approving Memorandum of Understanding between Adams County and the State of Colorado Department of Human Services Regarding the Colorado Works and the Colorado Child Care Assistance Programs
(File approved by ELT)
- J.** Resolution Approving the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement between Adams County Head Start and School District 27J for 2017-2018
(File approved by ELT)
- K.** Resolution Approving Amendment Two to the Agreement between Adams County And Intellectual Technology, Inc., for Additional Self Service Kiosks
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Awarding an Agreement between Adams County and Friends First, Inc., to Provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF)
(File approved by ELT)
- 2.** Resolution Approving Amendment One to the Agreement between Adams County and Commercial Cleaning Systems for Custodial Cleaning Services
(File approved by ELT)
- 3.** Resolution Approving the Agreement between Adams County and Southwestern Painting, Inc., for Countywide On-Call Painting Services
(File approved by ELT)
- 4.** Resolution Awarding an Agreement between Adams County and H&A Concrete Sawing, Inc., for the 2018 Miscellaneous Concrete and the Americans with Disabilities Act (ADA) Ramps Program
(File approved by ELT)

5. Resolution Approving Option Letter #1 for Attachment-C AAA Supplemental Contract Information between the Denver Regional Council of Governments and Adams County for the A-Lift Community Program Contract
(File approved by ELT)
6. Resolution Approving Contract Amendment #2 between Adams County and the Colorado Department of Public Health and Environment for the Child and Adult Care Food Program
(File approved by ELT)
7. Resolution Approving Contract to Buy and Sell Real Estate between Adams County and Urban Land Conservancy for a Portion of the Property Located at 7190 Colorado Boulevard, Commerce City, Colorado
(File approved by ELT)

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Purchase of Property

9. LAND USE HEARINGS

A. Cases to be Heard

1. PRC2016-00015 Denver Mart Logan Street Project
(File approved by ELT)

10. 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	190,432.33
5	Golf Course Enterprise Fund	9,078.54
6	Equipment Service Fund	141.04
19	Insurance Fund	30,191.36
27	Open Space Projects Fund	520.00
30	Community Dev Block Grant Fund	161,653.50
31	Head Start Fund	12,687.13
34	Comm Services Blk Grant Fund	10,113.19
43	Front Range Airport	9,558.56
		<u>424,375.65</u>

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723531	334777	ALLEN DEBRA JEAN	05/11/18	32.42
00723533	709572	BARTOS DEAN	05/11/18	170.00
00723534	2914	BOB BARKER COMPANY	05/11/18	3,727.00
00723535	37266	CENTURY LINK	05/11/18	96.39
00723536	37266	CENTURY LINK	05/11/18	213.61
00723537	707599	CL7 METAL WORKS LLC	05/11/18	1,507.64
00723538	647801	CML SECURITY LLC	05/11/18	23,289.67
00723539	99357	COLO MEDICAL WASTE INC	05/11/18	222.00
00723540	13049	COMMUNITY REACH CENTER	05/11/18	5,799.94
00723541	319462	COUTERMASH LYNN	05/11/18	18.00
00723542	248103	DS WATERS OF AMERICA INC	05/11/18	1,167.45
00723543	418312	DUNCAN NANCY	05/11/18	117.52
00723544	371967	EVANOFF MATTHEW	05/11/18	141.00
00723545	671123	FOUND MY KEYS	05/11/18	1,010.00
00723546	709534	HARROD CANDACE MD	05/11/18	500.00
00723547	606086	HASTE, SETH O	05/11/18	170.00
00723548	486419	HIGH COUNTRY BEVERAGE	05/11/18	296.00
00723549	77611	KD SERVICE GROUP	05/11/18	131.75
00723550	51274	MCDONALD YONG HUI V	05/11/18	3,532.50
00723551	42431	MOUNTAIN STATES IMAGING LLC	05/11/18	2,218.66
00723553	93018	MURPHY RICK	05/11/18	5,416.65
00723554	10992	NATL ASSN OF EXTRADITION	05/11/18	1,150.00
00723555	603778	NORCHEM DRUG TESTING LABORATOR	05/11/18	45.00
00723556	128800	NORTH AMERICAN RESCUE	05/11/18	1,104.40
00723557	4529	NORTHWESTERN UNIVERSITY	05/11/18	4,100.00
00723559	176327	PITNEY BOWES	05/11/18	1,239.21
00723560	53265	SAMS CLUB	05/11/18	2,003.69
00723561	369706	SANDOVAL DANIELLE	05/11/18	77.39
00723563	709571	SENSENICH KIERAN	05/11/18	250.00
00723564	709575	SMITH GWEN	05/11/18	170.00
00723565	599714	SUMMIT FOOD SERVICE LLC	05/11/18	34,494.44
00723567	593782	TISCHLERBISE INC	05/11/18	9,462.50
00723568	37005	TOSHIBA BUSINESS SOLUTIONS	05/11/18	1,747.90
00723569	666214	TYGRETT DEBRA R	05/11/18	386.00
00723570	514150	VALDEZ MONIQUE	05/11/18	11.45
00723572	24053	WILKES TAMMY M	05/11/18	170.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723573	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/15/18	404.03
00723574	44508	ARAPAHOE COUNTY EXTENSION FUND	05/15/18	945.00
00723575	31359	ARAPAHOE COUNTY SHERIFF CIVIL	05/15/18	9.30
00723576	324471	CAMPBELL KEVIN	05/15/18	865.27
00723577	709584	COLORADO WATER SYSTEMS CORP	05/15/18	536.37
00723578	13663	DELTA DENTAL PLAN OF COLO	05/15/18	35.99
00723582	3454	DEPT OF FINANCE	05/15/18	9.00
00723583	709719	DISTRICT COURT OF FIRST CIRCUI	05/15/18	51.47
00723584	680061	GANTT SUSAN	05/15/18	18.64
00723585	34197	GOURD THADDEUS	05/15/18	149.33
00723586	26333	GRAF TREVOR G	05/15/18	120.45
00723587	688840	HALL-CAMACHO JENNINE ALICIA	05/15/18	300.00
00723588	675514	IMPROVEMENT ASSURANCE GROUP	05/15/18	1,500.00
00723589	709895	INFOSTAT LLC	05/15/18	57.22
00723590	454772	JEFFERSON COUNTY TREASURER	05/15/18	427.20
00723592	453327	LATPRO INC	05/15/18	566.67
00723593	535911	LEUNG CASPAR	05/15/18	17.44
00723594	422240	MANN LACEY	05/15/18	276.32
00723595	581490	MAYER LISA	05/15/18	166.88
00723597	99101	MESA COUNTY SHERIFF'S OFFICE	05/15/18	38.20
00723598	709581	ROCKY MOUNTAIN SIBERIAN HUSKY	05/15/18	400.00
00723599	354974	ROSSI CHRISTOPHER	05/15/18	75.59
00723600	455680	RUELAS RAFAEL	05/15/18	119.30
00723605	28574	VERIZON WIRELESS	05/15/18	302.10
00723606	709582	VILLALOBOS CARLOS	05/15/18	750.00
00723609	13822	XCEL ENERGY	05/15/18	54.96
00723610	709583	XHENTARAS JESSICA	05/15/18	75.00
00723612	91631	ADAMSON POLICE PRODUCTS	05/15/18	6,958.00
00723616	9902	CHEMATOX LABORATORY INC	05/15/18	70.00
00723618	40398	CINTAS CORPORATION #66	05/15/18	142.24
00723619	48089	COMCAST BUSINESS	05/15/18	1,700.00
00723620	255001	COPYCO QUALITY PRINTING INC	05/15/18	6,750.00
00723621	12689	GALLS LLC	05/15/18	4,385.01
00723622	93970	GLOBAL TECHNOLOGY RESOURCES IN	05/15/18	15,906.44
00723623	79260	IDEXX DISTRIBUTION INC	05/15/18	139.45
00723624	32276	INSIGHT PUBLIC SECTOR	05/15/18	223.60

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723628	545376	LINX	05/15/18	2,573.85
00723629	3398	LYNN PEAVEY COMPANY	05/15/18	1,393.00
00723630	122854	MAILFINANCE	05/15/18	823.12
00723633	13591	MWI VETERINARY SUPPLY CO	05/15/18	881.74
00723634	32509	NCS PEARSON INC	05/15/18	898.50
00723635	669732	PATTERSON VETERINARY SUPPLY IN	05/15/18	1,045.47
00723636	12691	PEARL COUNSELING ASSOCIATES	05/15/18	9,342.23
00723638	308437	RANDSTAD US LP	05/15/18	1,143.84
00723639	422902	ROADRUNNER PHARMACY INCORPORAT	05/15/18	286.08
00723640	33604	STATE OF COLORADO	05/15/18	324.09
00723645	13884	ADAMS COUNTY SHERIFF	05/16/18	1,040.78
00723647	91631	ADAMSON POLICE PRODUCTS	05/16/18	240.00
00723649	35641	COLO COALITION OF LAND TRUSTS	05/16/18	1,000.00
00723652	12800	FAULHABER MARK J	05/16/18	104.00
00723654	268475	JONES KALVIN	05/16/18	104.00
00723655	13774	NORTH PECOS WATER & SANITATION	05/16/18	40.39
00723657	90872	REEVES COMPANY INC	05/16/18	105.57
00723658	13538	SHRED IT USA LLC	05/16/18	80.00
00723659	508977	SIGMAN RONALD	05/16/18	250.00
00723660	227044	SOUTHWESTERN PAINTING	05/16/18	3,000.00
00723663	124337	US POSTMASTER	05/16/18	15,000.00
00723664	20710	WILLIS MARY T	05/16/18	19.02
Fund Total				190,432.33

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723614	12012	ALSCO AMERICAN INDUSTRIAL	05/15/18	45.58
00723615	13206	C P S DISTRIBUTORS INC	05/15/18	35.55
00723625	2202	INTERSTATE BATTERY OF ROCKIES	05/15/18	115.16
00723627	11496	L L JOHNSON DIST	05/15/18	643.44
00723632	89125	MILTONA TURF PRODUCTS	05/15/18	1,688.38
00723642	47140	TORO NSN	05/15/18	229.00
00723643	1007	UNITED POWER (UNION REA)	05/15/18	6,321.43
Fund Total				9,078.54

County of Adams
Net Warrants by Fund Detail

<u>6</u>		<u>Equipment Service Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723602	107503	THOMAS RUSSELL	05/15/18	141.04	
Fund Total				141.04	

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>
00723579	13663	DELTA DENTAL PLAN OF COLO	05/15/18	12,346.03
00723580	13663	DELTA DENTAL PLAN OF COLO	05/15/18	34.11
00723581	13663	DELTA DENTAL PLAN OF COLO	05/15/18	32.33
00723591	13593	KAISER PERMANENTE	05/15/18	1,073.48
00723603	37507	UNITED HEALTHCARE	05/15/18	222.20
00723604	240958	UNITED HEALTHCARE	05/15/18	15,940.70
00723607	11552	VISION SERVICE PLAN-CONNECTICU	05/15/18	358.14
00723608	11552	VISION SERVICE PLAN-CONNECTICU	05/15/18	3.81
00723626	711170	JACK RYAN	05/15/18	180.56
Fund Total				30,191.36

County of Adams
Net Warrants by Fund Detail

27 Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723656	33323	PUBLIC SERVICE CO OF COLO	05/16/18	500.00
00723662	1007	UNITED POWER (UNION REA)	05/16/18	20.00
Fund Total				520.00

County of Adams
Net Warrants by Fund Detail

<u>30</u>		<u>Community Dev Block Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723571	676666	VILLALOBOS CONCRETE INC	05/11/18	161,653.50	
Fund Total				161,653.50	

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723596	79121	MEADOW GOLD DAIRY	05/15/18	1,563.50
00723601	13770	SYSCO DENVER	05/15/18	1,258.20
00723617	166025	CHILDRENS HOSPITAL	05/15/18	1,190.00
00723631	79121	MEADOW GOLD DAIRY	05/15/18	106.00
00723641	13770	SYSCO DENVER	05/15/18	17.95
00723646	8801361	ADAMS COUNTY SHERIFF DEPT	05/16/18	5.00
00723648	33480	COLO BUREAU OF INVESTIGATION	05/16/18	158.00
00723650	5078	COLO DEPT OF HUMAN SERVICES	05/16/18	28.00
00723651	45567	DENVER CHILDREN'S ADVOCACY CTR	05/16/18	1,517.62
00723653	537346	HERHOLD MARK	05/16/18	9.81
00723661	13770	SYSCO DENVER	05/16/18	6,771.90
00723665	430236	YANEZ ARTURO	05/16/18	61.15
Fund Total				12,687.13

County of Adams
Net Warrants by Fund Detail

<u>34</u>		<u>Comm Services Blk Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723611	258636	ADAMS COUNTY FOOD BANK	05/15/18	2,455.50	
00723613	5991	ALMOST HOME INC	05/15/18	2,674.94	
00723637	189016	PROJECT ANGEL HEART	05/15/18	4,780.80	
00723644	13822	XCEL ENERGY	05/15/18	201.95	
Fund Total				<u>10,113.19</u>	

County of Adams
Net Warrants by Fund Detail

43 Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723532	351622	AURORA WATER	05/11/18	2,828.62
00723552	188758	MUNICIPAL EMERGENCY SERVICES I	05/11/18	140.00
00723558	618136	PARAGON DINING SERVICES	05/11/18	5,998.94
00723562	37110	SB PORTA BOWL RESTROOMS INC	05/11/18	396.00
00723566	66264	SYSTEMS GROUP	05/11/18	195.00
Fund Total				9,558.56

County of Adams
Net Warrants by Fund Detail

Grand Total 424,375.65

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>
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	926126	306822	05/09/18	396.00
					Account Total	396.00
					Department Total	396.00

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>
	Aircraft Rescue Fire Fighting					
	MUNICIPAL EMERGENCY SERVICES I	00043	926157	306822	05/09/18	140.00
					Account Total	140.00
					Department Total	140.00

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	DUNCAN NANCY	00001	926232	307078	05/11/18	117.52
					Account Total	117.52
					Department Total	117.52

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>
	Equipment Maint & Repair					
	SYSTEMS GROUP	00043	925726	306364	05/03/18	195.00
					Account Total	195.00
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	925720	306358	04/30/18	5,998.94
					Account Total	5,998.94
					Department Total	6,193.94

County of Adams
Vendor Payment Report

<u>30</u>	<u>Community Dev Block Grant Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	VILLALOBOS CONCRETE INC	00030	926231	307070	05/11/18	170,161.58
					Account Total	170,161.58
	Retainages Payable					
	VILLALOBOS CONCRETE INC	00030	926231	307070	05/11/18	8,508.08-
					Account Total	8,508.08-
					Department Total	161,653.50

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	US POSTMASTER	00001	926539	307360	05/16/18	15,000.00
					Account Total	15,000.00
					Department Total	15,000.00

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SANDOVAL DANIELLE	00001	926180	306926	05/10/18	77.39
	VALDEZ MONIQUE	00001	926181	306926	05/10/18	11.45
					Account Total	88.84
					Department Total	88.84

County of Adams
Vendor Payment Report

951016	CSBG	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	926343	307104	05/11/18	2,455.50
	ALMOST HOME INC	00034	926344	307104	05/11/18	2,674.94
	PROJECT ANGEL HEART	00034	926342	307104	05/11/18	4,780.80
					Account Total	9,911.24
	Other Professional Serv					
	XCEL ENERGY	00034	926341	307104	05/11/18	201.95
					Account Total	201.95
					Department Total	10,113.19

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926203	306960	05/10/18	9.37
					Account Total	9.37
	Mileage Reimbursements					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926203	306960	05/10/18	6.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926203	306960	05/10/18	30.00
	LEUNG CASPAR	00001	926209	306960	05/10/18	17.44
	MAYER LISA	00001	926210	306960	05/10/18	80.66
	MAYER LISA	00001	926211	306960	05/10/18	86.22
	ROSSI CHRISTOPHER	00001	926214	306960	05/10/18	75.59
					Account Total	295.91
	Other Professional Serv					
	ARAPAHOE COUNTY SHERIFF CIVIL	00001	926205	306960	05/10/18	9.30
	DEPT OF FINANCE	00001	926204	306960	05/10/18	9.00
	DISTRICT COURT OF FIRST CIRCUIT	00001	926206	306960	05/10/18	51.47
	INFOSTAT LLC	00001	926228	306960	05/10/18	57.22
	MESA COUNTY SHERIFF'S OFFICE	00001	926212	306960	05/10/18	38.20
					Account Total	165.19
	Postage & Freight					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926203	306960	05/10/18	6.70
					Account Total	6.70
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926227	306960	05/10/18	19.60
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926227	306960	05/10/18	74.88
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926227	306960	05/10/18	34.60
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926227	306960	05/10/18	40.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926227	306960	05/10/18	98.50
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	926227	306960	05/10/18	84.38
	JEFFERSON COUNTY TREASURER	00001	926208	306960	05/10/18	427.20
					Account Total	779.16
					Department Total	1,256.33

County of Adams
Vendor Payment Report

9261	DA- Diversion Project	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	RUELAS RAFAEL	00001	926215	306960	05/10/18	119.30
					Account Total	119.30
	Other Professional Serv					
	HALL-CAMACHO JENNINE ALICIA	00001	926207	306960	05/10/18	300.00
					Account Total	300.00
					Department Total	419.30

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>
	Other Communications					
	VERIZON WIRELESS	00001	925814	306445	05/13/18	41.15
					Account Total	41.15
					Department Total	41.15

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	925814	306445	05/13/18	41.15
					Account Total	41.15
					Department Total	41.15

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					
	GOURD THADDEUS	00001	926155	306445	05/09/18	149.33
					Account Total	149.33
	Other Communications					
	VERIZON WIRELESS	00001	925814	306445	05/13/18	96.35
					Account Total	96.35
					Department Total	245.68

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					
	MANN LACEY	00001	926156	306445	05/09/18	276.32
					Account Total	276.32
	Operating Supplies					
	ARAPAHOE COUNTY EXTENSION FUND	00001	925813	306445	05/04/18	945.00
					Account Total	945.00
	Other Communications					
	VERIZON WIRELESS	00001	925814	306445	05/13/18	41.15
	VERIZON WIRELESS	00001	925814	306445	05/13/18	41.15
	VERIZON WIRELESS	00001	925814	306445	05/13/18	41.15
					Account Total	123.45
					Department Total	1,344.77

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GANTT SUSAN	00001	926458	307240	05/15/18	18.64
					Account Total	18.64
					Department Total	18.64

County of Adams
Vendor Payment Report

<u>1018</u>	<u>Finance General Accounting</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	CAMPBELL KEVIN	00001	926459	307240	05/15/18	865.27
					Account Total	865.27
					Department Total	865.27

County of Adams
Vendor Payment Report

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	COUTERMASH LYNN	00001	926233	307078	05/11/18	18.00
					Account Total	18.00
					Department Total	18.00

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Uniforms & Cleaning					
	THOMAS RUSSELL	00006	926158	306834	05/09/18	141.04
					Account Total	141.04
					Department Total	141.04

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>
	Travel & Transportation					
	EVANOFF MATTHEW	00001	926234	307078	05/11/18	141.00
					Account Total	141.00
					Department Total	141.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	926520	307279	05/15/18	324.09
					Account Total	324.09
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	926240	307088	05/11/18	1,443.00
	ADAMSON POLICE PRODUCTS	00001	926241	307088	05/11/18	845.00
	ADAMSON POLICE PRODUCTS	00001	926242	307088	05/11/18	845.00
	ADAMSON POLICE PRODUCTS	00001	926243	307088	05/11/18	845.00
	ADAMSON POLICE PRODUCTS	00001	926244	307088	05/11/18	845.00
	ADAMSON POLICE PRODUCTS	00001	926245	307088	05/11/18	1,520.00
	ADAMSON POLICE PRODUCTS	00001	926246	307088	05/11/18	615.00
	BOB BARKER COMPANY	00001	926077	306808	05/09/18	3,476.61
	BOB BARKER COMPANY	00001	926078	306808	05/09/18	250.39
	CHEMATOX LABORATORY INC	00001	926247	307088	05/11/18	70.00
	CINTAS CORPORATION #66	00001	926450	307239	05/15/18	142.24
	CL7 METAL WORKS LLC	00001	926169	306842	05/09/18	1,450.00
	CL7 METAL WORKS LLC	00001	926169	306842	05/09/18	57.64
	CML SECURITY LLC	00001	926079	306808	05/09/18	17,624.00
	CML SECURITY LLC	00001	926080	306808	05/09/18	666.67
	CML SECURITY LLC	00001	926081	306808	05/09/18	4,999.00
	COPYCO QUALITY PRINTING INC	00001	926248	307088	05/11/18	6,750.00
	FOUND MY KEYS	00001	926082	306808	05/09/18	1,010.00
	GALLS LLC	00001	926249	307088	05/11/18	179.00
	GALLS LLC	00001	926250	307088	05/11/18	119.95
	GALLS LLC	00001	926251	307088	05/11/18	305.65
	GALLS LLC	00001	926252	307088	05/11/18	119.95
	GALLS LLC	00001	926253	307088	05/11/18	184.99
	GALLS LLC	00001	926254	307088	05/11/18	121.14
	GALLS LLC	00001	926255	307088	05/11/18	30.12
	GALLS LLC	00001	926255	307088	05/11/18	17.83
	GALLS LLC	00001	926256	307088	05/11/18	49.99
	GALLS LLC	00001	926257	307088	05/11/18	97.90
	GALLS LLC	00001	926258	307088	05/11/18	275.80
	GALLS LLC	00001	926259	307088	05/11/18	76.90
	GALLS LLC	00001	926260	307088	05/11/18	129.99

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	GALLS LLC	00001	926268	307088	05/11/18	532.56
	GALLS LLC	00001	926269	307088	05/11/18	422.84
	GALLS LLC	00001	926270	307088	05/11/18	29.99
	GALLS LLC	00001	926271	307088	05/11/18	208.88
	GALLS LLC	00001	926272	307088	05/11/18	499.79
	GALLS LLC	00001	926273	307088	05/11/18	103.90
	GALLS LLC	00001	926274	307088	05/11/18	156.85
	GALLS LLC	00001	926275	307088	05/11/18	206.25
	GALLS LLC	00001	926276	307088	05/11/18	155.85
	GALLS LLC	00001	926277	307088	05/11/18	301.94
	GALLS LLC	00001	926278	307088	05/11/18	56.95
	GLOBAL TECHNOLOGY RESOURCES IN	00001	926279	307088	05/11/18	15,906.44
	HIGH COUNTRY BEVERAGE	00001	926235	307070	05/11/18	296.00
	IDEXX DISTRIBUTION INC	00001	926449	307239	05/15/18	139.45
	IMPROVEMENT ASSURANCE GROUP	00001	926307	307098	05/11/18	1,500.00
	INSIGHT PUBLIC SECTOR	00001	926280	307088	05/11/18	223.60
	KD SERVICE GROUP	00001	926170	306842	05/09/18	131.75
	LATPRO INC	00001	926306	307098	05/11/18	566.67
	LINX	00001	926281	307088	05/11/18	2,573.85
	LYNN PEAVEY COMPANY	00001	926282	307088	05/11/18	1,393.00
	MAILFINANCE	00001	926283	307088	05/11/18	411.56
	MAILFINANCE	00001	926284	307088	05/11/18	411.56
	MCDONALD YONG HUI V	00001	926083	306808	05/09/18	3,532.50
	MOUNTAIN STATES IMAGING LLC	00001	926084	306808	05/09/18	2,218.66
	MURPHY RICK	00001	926085	306808	05/09/18	5,416.65
	MWI VETERINARY SUPPLY CO	00001	926447	307239	05/15/18	126.20
	MWI VETERINARY SUPPLY CO	00001	926448	307239	05/15/18	110.16
	MWI VETERINARY SUPPLY CO	00001	926451	307239	05/15/18	194.38
	MWI VETERINARY SUPPLY CO	00001	926452	307239	05/15/18	451.00
	NCS PEARSON INC	00001	926287	307088	05/11/18	898.50
	NORCHEM DRUG TESTING LABORATOR	00001	926086	306808	05/09/18	45.00
	PATTERSON VETERINARY SUPPLY IN	00001	926446	307239	05/15/18	335.74
	PATTERSON VETERINARY SUPPLY IN	00001	926453	307239	05/15/18	709.73
	PEARL COUNSELING ASSOCIATES	00001	926285	307088	05/11/18	208.77
	PEARL COUNSELING ASSOCIATES	00001	926285	307088	05/11/18	2,633.46
	PEARL COUNSELING ASSOCIATES	00001	926286	307088	05/11/18	5,125.00

Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	PEARL COUNSELING ASSOCIATES	00001	926286	307088	05/11/18	1,375.00
	PITNEY BOWES	00001	926087	306808	05/09/18	1,239.21
	RANDSTAD US LP	00001	926444	307239	05/15/18	571.92
	RANDSTAD US LP	00001	926445	307239	05/15/18	571.92
	ROADRUNNER PHARMACY INCORPORAT	00001	926454	307239	05/15/18	286.08
	SUMMIT FOOD SERVICE LLC	00001	926089	306808	05/09/18	29,222.91
	SUMMIT FOOD SERVICE LLC	00001	926090	306808	05/09/18	5,157.56
	TISCHLERBISE INC	00001	926230	307070	05/11/18	793.50
	TISCHLERBISE INC	00001	926230	307070	05/11/18	8,669.00
	TYGRETTE DEBRA R	00001	926088	306808	05/09/18	386.00
					Account Total	141,672.29
					Department Total	141,996.38

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>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	926239	307084	05/11/18	3,746.35
	UNITED POWER (UNION REA)	00005	926239	307084	05/11/18	30.65
					Account Total	3,777.00
	Grounds Maintenance					
	TORO NSN	00005	926267	307084	05/11/18	229.00
					Account Total	229.00
	Minor Equipment					
	MILTONA TURF PRODUCTS	00005	926266	307084	05/11/18	1,688.38
					Account Total	1,688.38
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	926261	307084	05/11/18	45.58
	C P S DISTRIBUTORS INC	00005	926262	307084	05/11/18	35.55
					Account Total	81.13
	Vehicle Parts & Supplies					
	INTERSTATE BATTERY OF ROCKIES	00005	926263	307084	05/11/18	115.16
	L L JOHNSON DIST	00005	926264	307084	05/11/18	624.78
	L L JOHNSON DIST	00005	926265	307084	05/11/18	18.66
					Account Total	758.60
					Department Total	6,534.11

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>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	926239	307084	05/11/18	2,544.43
					Account Total	2,544.43
					Department Total	2,544.43

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CHILDRENS HOSPITAL	00031	926457	307239	05/15/18	1,190.00
	MEADOW GOLD DAIRY	00031	926308	307098	05/11/18	119.25
	MEADOW GOLD DAIRY	00031	926309	307098	05/11/18	106.00
	MEADOW GOLD DAIRY	00031	926310	307098	05/11/18	106.00
	MEADOW GOLD DAIRY	00031	926311	307098	05/11/18	79.50
	MEADOW GOLD DAIRY	00031	926312	307098	05/11/18	79.50
	MEADOW GOLD DAIRY	00031	926313	307098	05/11/18	79.50
	MEADOW GOLD DAIRY	00031	926314	307098	05/11/18	119.25
	MEADOW GOLD DAIRY	00031	926315	307098	05/11/18	79.50
	MEADOW GOLD DAIRY	00031	926316	307098	05/11/18	66.25
	MEADOW GOLD DAIRY	00031	926318	307098	05/11/18	26.50
	MEADOW GOLD DAIRY	00031	926319	307098	05/11/18	66.25
	MEADOW GOLD DAIRY	00031	926320	307098	05/11/18	79.50
	MEADOW GOLD DAIRY	00031	926321	307098	05/11/18	159.00
	MEADOW GOLD DAIRY	00031	926322	307098	05/11/18	39.75
	MEADOW GOLD DAIRY	00031	926323	307098	05/11/18	92.75
	MEADOW GOLD DAIRY	00031	926324	307098	05/11/18	159.00
	MEADOW GOLD DAIRY	00031	926325	307098	05/11/18	106.00
	MEADOW GOLD DAIRY	00031	926455	307239	05/15/18	106.00
	SYSCO DENVER	00031	926326	307098	05/11/18	410.27
	SYSCO DENVER	00031	926327	307098	05/11/18	53.78
	SYSCO DENVER	00031	926328	307098	05/11/18	794.15
	SYSCO DENVER	00031	926456	307239	05/15/18	17.95
					Account Total	4,135.65
					Department Total	4,135.65

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	DELTA DENTAL PLAN OF COLO	00001	926299	307096	05/11/18	<u>35.99</u>
					Account Total	<u>35.99</u>
					Department Total	<u><u>35.99</u></u>

County of Adams
Vendor Payment Report

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<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	DENVER CHILDREN'S ADVOCACY CTR	00031	926348	307157	05/14/18	1,517.62
					Account Total	1,517.62
	Food Supplies					
	SYSCO DENVER	00031	926350	307157	05/14/18	107.54
					Account Total	107.54
	Mileage Reimbursements					
	HERHOLD MARK	00031	926349	307157	05/14/18	9.81
	YANEZ ARTURO	00031	926353	307157	05/14/18	61.15
					Account Total	70.96
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	926345	307157	05/14/18	5.00
	COLO BUREAU OF INVESTIGATION	00031	926346	307157	05/14/18	118.50
	COLO BUREAU OF INVESTIGATION	00031	926346	307157	05/14/18	39.50
	COLO DEPT OF HUMAN SERVICES	00031	926347	307157	05/14/18	28.00
					Account Total	191.00
					Department Total	1,887.12

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Vendor Payment Report

<u>935618</u>	<u>HS CACFP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Food Supplies					
	SYSCO DENVER	00031	926351	307157	05/14/18	2,999.48
	SYSCO DENVER	00031	926352	307157	05/14/18	3,664.88
					Account Total	6,664.36
					Department Total	6,664.36

County of Adams
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	926305	307096	05/11/18	102.88
					Account Total	102.88
	Insurance Premiums					
	UNITED HEALTHCARE	00019	926305	307096	05/11/18	119.32
					Account Total	119.32
					Department Total	222.20

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>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	926304	307096	05/11/18	1,073.48
					Account Total	1,073.48
					Department Total	1,073.48

County of Adams
Vendor Payment Report

8614	Insurance- Delta Dental	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	926301	307096	05/11/18	34.11
					Account Total	34.11
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	926298	307096	05/11/18	12,346.03
	DELTA DENTAL PLAN OF COLO	00019	926302	307096	05/11/18	32.33
					Account Total	12,378.36
					Department Total	12,412.47

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	JACK RYAN	00019	926460	307241	05/15/18	180.56
					Account Total	180.56
					Department Total	180.56

County of Adams
Vendor Payment Report

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	AARP RX					
	UNITED HEALTHCARE	00019	926297	307096	05/11/18	15,940.70
					Account Total	15,940.70
					Department Total	15,940.70

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>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	926303	307096	05/11/18	3.81
					Account Total	3.81
					Department Total	3.81

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	926021	306689	05/08/18	1,700.00
					Account Total	1,700.00
					Department Total	1,700.00

County of Adams
Vendor Payment Report

6107	Open Space Projects	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	926139	306824	05/09/18	20.00
					Account Total	20.00
	Licenses and Fees					
	PUBLIC SERVICE CO OF COLO	00027	926141	306824	05/09/18	500.00
					Account Total	500.00
					Department Total	520.00

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	COLO COALITION OF LAND TRUSTS	00001	926135	306824	05/09/18	1,000.00
					Account Total	1,000.00
	Mileage Reimbursements					
	WILLIS MARY T	00001	926140	306824	05/09/18	19.02
					Account Total	19.02
					Department Total	1,019.02

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					
	ROCKY MOUNTAIN SIBERIAN HUSKY	00001	926194	306940	05/10/18	400.00
	VILLALOBOS CARLOS	00001	926195	306940	05/10/18	750.00
	XHENTARAS JESSICA	00001	926197	306940	05/10/18	75.00
					Account Total	1,225.00
					Department Total	1,225.00

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	SOUTHWESTERN PAINTING	00001	926138	306824	05/09/18	3,000.00
					Account Total	3,000.00
					Department Total	3,000.00

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GRAF TREVOR G	00001	926193	306940	05/10/18	120.45
					Account Total	120.45
					Department Total	120.45

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	926196	306940	05/10/18	54.96
					Account Total	54.96
	Water/Sewer/Sanitation					
	COLORADO WATER SYSTEMS CORP	00001	926192	306940	05/10/18	536.37
	NORTH PECOS WATER & SANITATION	00001	926137	306824	05/09/18	40.39
					Account Total	576.76
					Department Total	631.72

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>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	926300	307096	05/11/18	358.14
					Account Total	358.14
					Department Total	358.14

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>
	Operating Supplies					
	ADAMS COUNTY SHERIFF	00001	926294	307094	05/11/18	157.28
					Account Total	157.28
					Department Total	157.28

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>
	Operating Supplies					
	ADAMS COUNTY SHERIFF	00001	926294	307094	05/11/18	10.00
					Account Total	10.00
	Travel & Transportation					
	SIGMAN RONALD	00001	926293	307094	05/11/18	250.00
					Account Total	250.00
	Uniforms & Cleaning					
	REEVES COMPANY INC	00001	926291	307094	05/11/18	32.33
					Account Total	32.33
					Department Total	292.33

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>
	Other Professional Serv					
	SHRED IT USA LLC	00001	926292	307094	05/11/18	40.00
					Account Total	40.00
	Travel & Transportation					
	FAULHABER MARK J	00001	926295	307094	05/11/18	104.00
	JONES KALVIN	00001	926296	307094	05/11/18	104.00
					Account Total	208.00
					Department Total	248.00

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>
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	926288	307094	05/11/18	125.00
	ADAMSON POLICE PRODUCTS	00001	926289	307094	05/11/18	115.00
	REEVES COMPANY INC	00001	926290	307094	05/11/18	73.24
					Account Total	313.24
					Department Total	313.24

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>
	Membership Dues					
	ADAMS COUNTY SHERIFF	00001	926294	307094	05/11/18	90.00
					Account Total	90.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	926292	307094	05/11/18	40.00
					Account Total	40.00
					Department Total	130.00

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>
	Extraditions					
	ADAMS COUNTY SHERIFF	00001	926294	307094	05/11/18	722.50
					Account Total	722.50
					Department Total	722.50

County of Adams
Vendor Payment Report

<u>2024</u>	<u>SHF- Volunteer Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ADAMS COUNTY SHERIFF	00001	926294	307094	05/11/18	61.00
					Account Total	61.00
					Department Total	61.00

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>
	Water/Sewer/Sanitation					
	AURORA WATER	00043	925815	306364	04/30/18	2,828.62
					Account Total	2,828.62
					Department Total	2,828.62

County of Adams
Vendor Payment Report

Grand Total 405,193.88

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, MAY 22, 2018

1. ROLL CALL (09:29 AM)

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:29 AM)

3. MOTION TO APPROVE AGENDA (09:30 AM)

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

4. AWARDS AND PRESENTATIONS (09:30 AM)

A. 18-491 Resolution Approving the Award of Open Space Grant Awards and Grant Agreements on May 22, 2018 (File approved by ELT) (09:31 AM)

B. 18-518 Presentation of the Open Space Sales Tax Grant Awards (09:31 AM)

5. PUBLIC COMMENT (09:49 AM)

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 (09:49 AM)

6. CONSENT CALENDAR (09:49 AM)

A. 18-528 List of Expenditures Under the Dates of May 8-11, 2018

B. 18-517 Minutes of the Commissioners' Proceedings from May 15, 2018

C. 18-502 Adams County Treasurer's Summary April 1-30, 2018

D. 18-477 Resolution Approving a Subdivision Improvements Agreement between RLJ Development, LLC, and Adams County for Subdivision Improvements (File approved by ELT)

E. 18-481 Resolution Regarding Defense and Indemnification of Patsy Melonakis and Ken Musso as Defendants Pursuant to C.R.S. §24-10-101, Et Seq. (File approved by ELT)

F. 18-497 Resolution Approving the 2018 Community Services Block Grant Advisory Council Bylaws (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

7. NEW BUSINESS (09:50 AM)

A. COUNTY MANAGER (09:50 AM)

1. 18-368 Resolution Approving Amendment Four to the Agreement between Adams County and the Open Justice Broker Consortium for Adams County Criminal Justice Coordinating Council (File approved by ELT) (09:50 AM)

Motion to Approve 1. 18-368 Resolution Approving Amendment Four to the Agreement between Adams County and the Open Justice Broker Consortium for Adams County Criminal Justice Coordinating Council

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

2. 18-486 Resolution Approving a Bid Award between Adams County and Coatings Inc., for the 2018 Countywide Parking Lot Repairs (File approved by ELT) (09:52 AM)

Motion to Approve 2. 18-486 Resolution Approving a Bid Award between Adams County and Coatings Inc., for the 2018 Countywide Parking Lot Repairs

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

3. 18-499 Resolution Approving the Agreement between Adams County and Iron Woman Construction & Environmental Services for the Emergency Stormwater Pipe Replacement Project at Midtown (File approved by ELT) (09:54 AM)

Motion to Approve 3. 18-499 Resolution Approving the Agreement between Adams County and Iron Woman Construction & Environmental Services for the Emergency Stormwater Pipe Replacement Project at Midtown

(File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

4. 18-498 Resolution Approving Amendment One to the Agreement between Adams County and Tri-County Health Department to Provide the Nurse Home Visits Prenatal and Postnatal Education Program for Temporary Assistance for Needy Families (TANF) (File approved by ELT) (09:55 AM)

Motion to Approve 4. 18-498 Resolution Approving Amendment One to the Agreement between Adams County and Tri-County Health Department to Provide the Nurse Home Visits Prenatal and Postnatal Education Program for Temporary Assistance for Needy Families (TANF)

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

5. 18-404 Resolution Approving Amendment Three to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services (File approved by ELT) (09:57 AM)

Motion to Approve 5. 18-404 Resolution Approving Amendment Three to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services

(File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

6. 18-503 Resolution Approving Amendment Two to an Agreement between Adams County and Family Tree Inc., to Provide Home Based Intervention Services (File approved by ELT) (09:59 AM)

Motion to Approve 6. 18-503 Resolution Approving Amendment Two to an Agreement between Adams County and Family Tree Inc., to Provide Home Based Intervention Services

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

7. 18-504 Resolution Approving Amendment Two to an Agreement between Adams County and Geo Reentry Services, LLC to Provide Substance Abuse Monitoring Services (File approved by ELT)

Motion to Approve 7. 18-504 Resolution Approving Amendment Two to an Agreement between Adams County and Geo Reentry Services, LLC to Provide Substance Abuse Monitoring Services

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

8. 18-505 Resolution Approving Amendment Two to an Agreement between Adams County and

Intervention to Provide Substance Abuse Monitoring Services (File approved by ELT)
Motion to Approve 8. 18-505 Resolution Approving Amendment Two to an Agreement between Adams County and Intervention to Provide Substance Abuse Monitoring Services

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

9. 18-506 Resolution Approving Amendment One to an Agreement between Adams County and Maple Star Colorado to Provide Diligent Search Services (File approved by ELT)

Motion to Approve 9. 18-506 Resolution Approving Amendment One to an Agreement between Adams County and Maple Star Colorado to Provide Diligent Search Services

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

10. 18-507 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Structured Analysis Family Evaluations (File approved by ELT)

Motion to Approve 10. 18-507 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Structured Analysis Family Evaluations

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

11. 18-508 Resolution Approving Amendment Two to the Agreement between Adams County and the Link to Provide Juvenile Assessment Center Services (File approved by ELT)

Motion to Approve 11. 18-508 Resolution Approving Amendment Two to the Agreement between Adams County and the Link to Provide Juvenile Assessment Center Services

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

12. 18-509 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House, Inc., to Provide Guaranteed Beds, Shelter Care and Residential Care for Children and Youth (File approved by ELT)

Motion to Approve 12. 18-509 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House, Inc., to Provide Guaranteed Beds, Shelter Care and Residential Care for Children and Youth

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

13. 18-510 Resolution Approving Amendment Two to an Agreement between Adams County and Denver Area Youth Services for Home Based Intervention Services (File approved by ELT)

Motion to Approve 13. 18-510 Resolution Approving Amendment Two to an Agreement between Adams County and Denver Area Youth Services for Home Based Intervention Services

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

14. 18-511 Resolution Approving Amendment Two to an Agreement between Adams County and Maple Star Colorado for Mental Health Services (File approved by ELT)

Motion to Approve 14. 18-511 Resolution Approving Amendment Two to an Agreement between Adams County and Maple Star Colorado for Mental Health Services

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

15. 18-512 Resolution Approving Amendment Two to an Agreement between Adams County and Youth Advocate Program for Home Based Intervention Services (File approved by ELT)

Motion to Approve 15. 18-512 Resolution Approving Amendment Two to an Agreement between Adams County and Youth Advocate Program for Home Based Intervention Services

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

B. COUNTY ATTORNEY (10:01 AM)

8. LAND USE HEARINGS (10:01 AM)

A. Cases to be Heard (10:01 AM)

1. 18-523 PLN2018-00016 Fireworks Text Amendments (File approved by ELT) (10:01 AM)

**Motion to Approve 1. 18-523 PLN2018-00016 Fireworks Text Amendments
(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry,
unanimously carried.**

9. ADJOURNMENT (10:09 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Contract with CDOT to accept Permanent Water Quality Mitigation Pool funding for the Engineer's Lake Trailhead project
FROM: Shannon McDowell
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the contract with CDOT to accept CDOT's Permanent Water Quality funds for the Engineer's Lake Trailhead project.

BACKGROUND:

The Parks and Open Space Department is in the process of designing improvements to the trailhead parking lot located in Colorado Department of Transportation (CDOT) right-of-way near Highway 224 and the South Platte River. This trailhead, known as the Engineer's Lake trailhead, serves both the South Platte River and Clear Creek trails. Currently, the parking lot is informal and is comprised of a mix of surfaces with no defined parking spaces. We plan to formalize the entrance to the parking area, create a defined parking lot with delineated spaces, provide stormwater quality infrastructure, install an open space sign, and provide restroom facilities, a trail kiosk, and additional landscaping.

Early in the design process, we learned of an opportunity to apply for funding from CDOT to make permanent water quality improvements that benefit CDOT's MS4 area. Because this project is in CDOT's right-of-way and already planned to treat water quality in CDOT's MS4 area, the funding was a natural fit. We applied for and were awarded \$99,000 in funding to build water quality treatment facilities as part of the project. To formalize the awarded funding, a contract must be executed. The contract specifies the amount of funding allocated, the conditions of the funding, and the process for Adams County to receive a reimbursement. A second contract or intergovernmental agreement will be required to outline Adams County's perpetual maintenance responsibilities once the design is finalized. The maintenance contract will likely come before the Board of County Commissioners in late summer.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Colorado Department of Transportation

ATTACHED DOCUMENTS:

Resolution

Contract

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:	5590		\$99,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$99,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	9110	61071503	\$308,787
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>\$308,787</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

A \$200,000 grant from the Adams County Open Space Sales Tax program will also offset the expenditures for this project.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE CONTRACT BETWEEN ADAMS COUNTY AND THE
STATE OF COLORADO DEPARTMENT OF TRANSPORTATION FOR PERMANENT
WATER QUALITY MITIGATION POOL FUNDING FOR THE ENGINEER'S LAKE
TRAILHEAD PROJECT

Resolution 2018-

WHEREAS, Adams County is reconstructing the Engineer's Lake trailhead in Colorado Department of Transportation (CDOT) right-of-way near Highway 224 and the South Platte River; and,

WHEREAS, one component of the project is a new water quality facility, which would treat storm water both from the parking lot and surrounding areas, including additional CDOT right-of-way and CDOT MS4 area; and,

WHEREAS, CDOT awards Permanent Water Quality Mitigation Pool funding to qualified projects that treat CDOT's MS4 area; and,

WHEREAS, Adams County applied for and received an award of \$99,000 in Permanent Water Quality Mitigation Pool funding for the Engineer's Lake trailhead project; and,

WHEREAS, Adams County and CDOT wish to enter into a contract to establish the terms by which Adams County will receive the Permanent Water Quality Mitigation Pool funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Contract between Adams County and the State of Colorado Department of Transportation for Permanent Water Quality Mitigation Pool funding for the Engineer's Lake Trailhead project, be and hereby is approved.

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

CONTRACT

THIS CONTRACT made this ____ day of _____, 20____, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and ADAMS COUNTY hereinafter referred to as the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: 3301, GL Acct: 4511000010, WBS Element: 22299.20.10, (Contract Encumbrance Amount: \$99,000.00.)
2. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to § 43-2-104.5, C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the State (or Local Agency) highway system.
4. Local Agency anticipates a project for the construction of a permanent water control measure bioretention basin and related features at the Engineer's Lake Trailhead parking area near the junction of SH 224 and I-76 and by the date of execution of this Contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for the construction of a permanent water control measure bioretention basin and related features at the Engineer's Lake Trailhead parking area near the junction of SH 224 and I-76 referred to as the "Project" or the "Work." Such Work will be performed in Adams County, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 100% of the funding for the Work.
7. The Local Agency desires to comply with all State and other applicable requirements, including the State's general administration of the Project through this Contract, in order to obtain State funds for the project.
8. The Local Agency has estimated the total cost of the Work and is prepared to accept the State funding for the Work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Contract and to complete the Work under the Project.
9. This Contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
10. Pursuant to the Colorado Water Quality Control Act, Regulation 61 - the Colorado Discharge Permit System (CDPS) Regulation, and the CDOT Municipal Separate Storm Sewer System (MS4) Permit - CDOT is required to install Permanent Water Quality (PWQ) facilities. Through CDOT's MS4 permit CDOT may use a Mitigation Pool to pay for PWQ facilities.
11. Pursuant to §43-1-223, C.R.S. and to applicable portions of the federal provisions, laws and regulations, the State is responsible for the general administration and supervision of performance of projects in the PWQ Program, including the administration of federal funds for a PWQ Program project performed by a Local Agency under a contract with the State (if applicable for federal projects). This Contract is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.
12. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
13. The Local Agency can more advantageously perform the Work.
14. Definitions:
The following terms as used herein shall be construed and interpreted as follows:

A. Agreement or Contract

“Agreement” or “Contract” means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to Colorado State Fiscal Rules and Policies.

B. Agreement Funds

“Agreement Funds” means funds payable by the State to Local Agency pursuant to this Contract.

C. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

D. CDOT PWQ Mitigation Pool (MP or the Pool)

“CDOT PWQ Mitigation Pool” is the pool of Federal money that funds PWQ facility design and construction. All decisions regarding which projects are able to use the funds are made by the CDOT PWQ Mitigation Pool Committee (MPC)

E. Consultant

“Consultant” means a professional engineer or designer hired by Local Agency to design the Work.

F. Contractor

“Contractor” means the general construction contractor hired by Local Agency to construct the Work.

G. Control Measure

“Control Measure” is any best management practice (BMP) or other method used to prevent or reduce the discharge of pollutants to state waters. Control Measures include, but are not limited to best management practices. Control Measures can include other methods such as the installation, operation, and maintenance of structure controls and treatment devices. A Control Measure may be temporary (for construction) or permanent. For purposes of this Contract, Control Measure refers to permanent BMPs/PWQ Facilities.

H. Drainage Facilities

“Drainage Facilities” shall refer to the permanent facilities and improvements intended to reduce, detain, convey, and manage Stormwater runoff. Examples include, but are not limited to, Stormwater drain inlets and pipes, flood-control-only facilities, water control facilities designed for non-MS4 purposes (whether to meet TMDL/TMAL requirements or that do not meet MS4 design criteria), PWQ Stormwater Conveyance Facilities, and PWQ Facilities. Also referred to as Storm Drainage Facilities or Storm Drainage Systems.

I. Evaluation

“Evaluation” means the process of examining the Local Agency’s Work and rating the Local Agency based on criteria established in §6 and **Exhibit A**.

J. Exhibits and Other Attachments

The following exhibit(s) are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work).

K. Facilities

For purposes of this Contract, the “PWQ Facilities,” “PWQ Stormwater Conveyance Facilities,” and “PWQ Stormwater Access Facilities” are collectively referred to as “Facilities.” This does not include “drainage facilities.”

L. Goods

“Goods” means tangible material acquired, produced, or delivered by the Local Agency either separately or in conjunction with the Services the Local Agency renders hereunder.

M. MUNICIPAL SEPARATE STORM SEWER (MS4)

“MS4” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (a) owned or operated by a State, city, town, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (CWA) that discharges to State waters;
- (b) designed or used for collecting or conveying stormwater;

- (c) which is not a combined sewer; and
- (d) which is not part of a Publicly Owned Treatment Works (POTW). See 5 CCR 1002-61.2(62).

N. Oversight

“Oversight” means the term as it is defined in the Stewardship Agreement between CDOT and the Federal Highway Administration (“FHWA”) and as it is defined in the Local Agency Manual.

O. Party or Parties

“Party” means the State or the Local Agency and “Parties” means both the State and the Local Agency.

P. Permanent Water Quality (PWQ) Control Measure

“Permanent Water Quality Control Measure” is a Control Measure designed and installed to meet the requirements of CDOT’s New Development and Redevelopment (NDRD)/PWQ portion of their MS4 permit.

Q. Permanent Water Quality (PWQ) Facilities

“Permanent Water Quality (PWQ) Facilities” are stormwater facilities that are intended to provide water quality benefits and are specifically used to meet water quality requirements as outlined in the Colorado Discharge Permit System (CDPS).

R. Permanent Water Quality (PWQ) Stormwater Conveyance Facilities

“PWQ Stormwater Conveyance Facilities” refers to the collection and conveyance systems, including inlets, catch basins, pipelines, and open channels that are used to transport Stormwater to or from PWQ facilities. Any conveyance beyond the PWQ Stormwater Facility outfall (i.e. beyond the outlet structure) is in the PWQ Stormwater Conveyance Facilities.

S. Permanent Water Quality (PWQ) Stormwater Access Facilities

“PWQ Stormwater Access Facilities” consists of the surface improvements such as fencing, security gates, and access roads which are needed to operate and maintain the PWQ facilities.

T. PWQ Program

“Program” refers to the CDOT PWQ Program. As part of the PWQ Program, the PWQ Mitigation Pool administers the PWQ Mitigation Pool funds to CDOT and Local Agency Projects meeting specific criteria as required by CDOT’s MS4 Program.

U. Services

“Services” means the required services to be performed by the Local Agency pursuant to this Contract.

V. Stormwater Facilities

“Stormwater Facilities” collectively refers to “drainage facilities” and “permanent water quality facilities”.

W. Work

“Work” or “Project” means the tasks and activities the Local Agency is required to perform to fulfill its obligations under this Contract and **Exhibit A**, including the performance of the Services and delivery of the Goods.

X. Work Budget

“Work Budget” means the budget described in **Section 4**.

Y. Work Product

“Work Product” means the tangible or intangible results of the Local Agency’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives, or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work and Project Schedule

The Project or the Work under this Contract shall consist for the construction of a permanent water control measure bioretention basin and related features at the Engineer’s Lake Trailhead parking area near the junction of SH 224 and I-76, in Adams County, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its Exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 26** of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work and Project Schedule)
5. Other Exhibits in descending order of their attachment.

Section 3. Term

This Contract shall be effective upon approval of the State Controller or designee. The term of this Contract shall continue through the completion and final acceptance of the Project by the State, FHWA (if applicable for federal projects), and the Local Agency. The Parties' respective performances under this Contract shall commence on the Effective Date. This Contract shall terminate after ten (10) years of State Controller's signature in **§27**, unless sooner terminated or completed as demonstrated by final payment and final audit.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Work and is prepared to accept the State funding for the Work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Contract and to complete the work under the Project.
- B. The Local Agency has estimated the total cost of the Work to be **\$199,000.00**, which is to be funded as follows:

1. State funds:	\$99,000.00
2. Local Agency Contribution (not encumbered):	\$100,000.00
- C. The maximum amount payable to the Local Agency under this Contract shall be **\$99,000.00**, unless such amount is increased by an appropriate written modification to this Contract executed before any increased cost is incurred. It is understood and agreed by the Parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the Parties prior to bid and award.
- D. The Parties hereto agree that this Contract is contingent upon all funds designated for the Project herein being made available from State sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the Contract may be terminated by either Party, provided that any Party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred properly documented allowable costs relative to the Project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided, however, that charges incurred by the Local Agency prior to the date this Contract is executed by the State Controller will not be charged by the Local Agency to the Project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **§4**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this Contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **§4** and with the terms and conditions of this Contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this Contract;
 6. Satisfactorily documented in compliance with **§5(C)** and **§12**;
 7. **In accordance with the approved PWQ Mitigation Pool Application and consistent with CDOT's MS4 Permit.**

- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that Project funds are expended and costs accounted for in a manner consistent with this Contract and Project objectives.
1. All allowable costs charged to the Project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature of the charges including identification of eligible facility elements thereof.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the Project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

D. Matching Funds (If applicable)

The Local Agency shall provide matching funds as provided in the Mitigation Pool application and **Section 4**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Section 4** has been legally appropriated for the purpose of this Contract by the Local Agency's authorized representatives and paid into the Local Agency's treasury. The Local Agency does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by the Local Agency's laws or policies.

- E. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than sixty (60) days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within sixty (60) days of demand or within such other period as may be agreed between the Parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within sixty (60) days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- F. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the Project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance, and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures, and standardized billing format to be supplied by the State. Checks issued or draws made by the Local Agency shall be made or drawn against properly signed vouchers detailing the purpose and identification of eligible facility elements thereof.
- G. To be eligible for payment, billings must be received within sixty (60) days after the period for which payment is being requested and final billings on this Contract must be received by the State within sixty (60) days after the end of the Contract term.
1. Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described goods and services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.

2. In the event this Contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
3. Incorrect payments to the Local Agency due to omission, error, fraud, or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this Contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

H. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and including, but not limited to, the most current version of the PWQ Design and Construction Bulletins and all CDOT PWQ Guidance.

Section 6. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The "Responsible Party" referred to in this contract means the Responsible Party as assigned in the Scope of Work in **Exhibit A**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:
 - a. Perform or provide the Plans, to the extent required by the nature of the Work.
 - b. Prepare the Permanent Water Quality final design in accordance with CDOT MS4 permit requirements, including design standards, and commitments made in the PWQ Mitigation Pool application.
 - c. Prepare provisions and estimates and Operation & Maintenance Manual(s) in accordance with manufacturer's recommendations or any Local Agency design manuals if approved by the State.
 - d. Include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the general public.
 - e. Have plans approved by the State.
 - f. Stamp the Plans produced by a Colorado Registered Professional Engineer with hydrologic/hydraulic experience
 - g. Provide final assembly of Plans and contract documents.
 - h. Be responsible for the Plans being accurate and complete.
 - i. Make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final, they shall be deemed incorporated herein and shall continue to meet CDOT's MS4 permit.
2. If the Local Agency is the Responsible Party:
 - a. The Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. The Local Agency shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA and Colorado Department of Public Health and Environment ("CDPHE") requirements.
 - c. The Local Agency may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the consultant contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:
 - (1) The Local Agency shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into that contract. The State shall either approve

or deny such procurement. If denied, the Local Agency may not enter into the contract.

- (2) The Local Agency shall ensure that all changes in the consultant contract have prior approval by the State and FHWA. Such changes in the consultant contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed consultant contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
- (3) The Local Agency shall require that all consultant billings under that consultant contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Region Business Office.
- (4) The Local Agency (or its consultant) shall ensure that design consultant subcontract comply with 23 CFR 172.5(b).
- (5) The Local Agency may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
- (6) The Local Agency shall ensure that its consultant contract contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) "The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State and FHWA requirements."

B. Construction [if applicable]

1. If the Work includes construction, the Responsible Party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Local Agency Scope of Work in **Exhibit A and CDOT's MS4 Permit and PWQ Program**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of Contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for Contract modification orders and minor Contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Scope of Work in **Exhibit A**.
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which:
 - a. Are unsafe for workers;
 - b. Are non-compliant with CDOT's MS4 Permit and criteria;
 - c. For such periods as the State may deem necessary due to unsuitable weather;
 - d. For conditions considered unsuitable for the performance of the Work; or
 - e. For any other condition or reason deemed by the State to be in the public interest.
3. If the Local Agency is the Responsible Party:

- a. The Local Agency shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the Project in accordance with this Contract, the requirements of the construction contract and applicable State procedures.
- b. If bids are to be let for the construction of the project, the Local Agency shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within three (3) working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional PWQ Mitigation Pool funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.
- c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such construction work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and FHWA in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
 - (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
 - (4) All force account work shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

C. Water Rights Reporting Portal.

Per C.R.S. 37-92-602(8), all stormwater detention and infiltration facilities must be reported to downstream users. Notification is done by entering the Facility into the web portal at <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif> prior to the PWQ Facility becoming operational. If this PWQ Facility is located within CDOT ROW, then a CDOT email must be used as the username. Emails can be received from the CDOT Region Planning and Environmental Manager (RPEM). The Local Agency that is in charge of constructing the Facility shall enter the required information.

D. State's obligations

- 1. When notified of Work completion, the State will perform a final project inspection prior to Project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
- 2. Notwithstanding any consent or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details, or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Local Agency Scope of Work in **Exhibit A** within the Work of this Contract.

Section 7. Right of Way (ROW) Acquisition and Relocation

A. If the Project includes Right of Way, prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all Right of Way has been acquired in accordance with the applicable State and federal regulations, or that no additional Right of Way is required.

B. Any acquisition/relocation activities must comply with: all applicable State and federal statutes and regulations, including, but not limited to:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24);
3. CDOT's Right of Way Manual; and
4. CDOT's Policy and Procedural Directives.

C. Allocation of Responsibilities are as follows:

1. Federal participation in Right of Way acquisition (3111 charges), relocation (3109 charges) activities, if any, and Right of Way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
2. Federal participation in Right of Way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
3. No federal participation in Right of Way acquisition (3111 charges) and relocation activities (3109 expenses).

D. Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If Right of Way is purchased for a State highway, including areas of influence of the State highway, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 9. Railroads

A. In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the Work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current State and federal environmental regulations including CDOT form 128 (the Categorical Exclusion Determination) and the National Environmental Policy Act of 1969 (NEPA), as applicable. The CDOT form 128 is available upon request (or found at <https://www.codot.gov/programs/environmental/resources/forms>).

Section 11. Maintenance Obligations

A separate maintenance agreement, executed by the Parties, shall detail the maintenance and operations responsibilities for the Work constructed under this Contract. The Work constructed under this Contract shall be maintained in a manner satisfactory to the State and FHWA, and the Responsible Party shall provide for such

maintenance and operations obligations each year. Such maintenance and operations shall be conducted in accordance with MS4 and all other applicable statutes, ordinances, and regulations which define the Local Agency's obligations to maintain such improvements. The State (CDPHE or CDOT) and FHWA will make periodic inspections of the Project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this Contract or final payment hereunder or per CDOT's MS4 permit requirements, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the Project and to inspect, review and audit the Project records.

A. Documents

Upon request by the State, the Local Agency shall provide the State, or its authorized representative, copies of all documents, including contracts, subcontracts, and the PWQ Mitigation Pool application and associated documents in its possession related to the Work.

B. Inspection of Records

The Local Agency shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy, and/or transcribe the Local Agency's records related to this Contract during the Record Retention Period to assure compliance with the terms hereof or to evaluate the Local Agency's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extension. If the Work fails to conform to the requirements of this Contract, the State may require the Local Agency promptly to bring the Work into conformity with the Contract requirements, at the Local Agency's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require the Local Agency to take necessary action to ensure that future performance conforms to the Contract requirements and may exercise the remedies available under this Contract at law or in equity in lieu of or in conjunction with such corrective measures.

C. Record Delivery

One hard copy and one electronic copy of the as-builts and design files of the Facilities shall be provided to the CDOT PWQ Manager representative.

D. Monitoring

The Local Agency also shall permit the State, the federal government, or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by the Local Agency pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to, internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with the Local Agency's performance hereunder.

Section 13. Termination Provisions

This Contract may be terminated as follows:

A. Termination for Convenience

The State may terminate this Contract at any time the State determines that the purposes of the distribution of moneys under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause

If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared

by the Local Agency under this Contract shall, at the option of the State, become the State's property, and the Local Agency shall be entitled to receive just and equitable compensation for any goods and services delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this Contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the Contract had been terminated for convenience, as described herein.

C. Termination Due to Loss of Funding

The Parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and, therefore, the Local Agency expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this Contract.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Local Agency to its terms. The person(s) executing this Contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this Contract.

Section 15. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail with return receipt requested to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State

CDOT Region: 1
Joy French
Project Manager
2000 South Holly Street
Denver, CO 80222
303-757-9528

If to the Local Agency

Adams County
Shannon McDowell
Project Manager
9755 Henderson Road
Brighton, CO 80601
303-627-8039

Section 16. Successors

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

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended.

The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

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

Section 20. Waiver

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

Section 21. Entire Understanding

This Contract is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Contract and the Exhibits and attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This Contract is subject to such modifications as may be required by changes in State or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless agreed to in writing by both Parties in an amendment to this Contract that is properly executed and approved in accordance with applicable State and federal law.

Section 24. Disputes

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

Section 25. Statewide Contract Management System

- A.** If the maximum amount payable to Local Agency under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§Statewide Contract Management System** applies. The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on State Contracts and inclusion of Contract performance information in a statewide contract management system.
- B.** The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies, and Guidance. Evaluation and Review of Local Agency's performance shall be part of the normal Contract

administration process and the Local Agency's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to, quality, cost, and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within thirty (30) days of the end of the Contract term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

- C. Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future contracts. The Local Agency may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

Section 26. Special Provisions.

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

1. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

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

5. COMPLIANCE WITH LAW. The Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

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

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. 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. The Local Agency hereby certifies and warrants that, during the term of this contract and any extensions, the Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Local Agency 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.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. 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. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Local Agency's services and the Local Agency shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b)

unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. *[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]* The Local Agency 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 Department program established pursuant to CRS §8-17.5-102(5)(c), the Local Agency 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 the Local Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Local Agency **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if the Local agency has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If the Local Agency participates in the Department program, the Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that the Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If the Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, the Local Agency shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. The Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

Revised 1-1-09

Section 27. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

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

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Colorado Department of Transportation</p> <p>Date: _____</p>

EXHIBIT A SCOPE OF WORK

Detailed Scope of Work

This permanent water quality (PWQ) project is located along and south of SH 224A between MP 2.28 and 2.32 in CDOT Region 1 and Adams County. The project is in the Clear Creek Drainage Basin HUC #10190004. The project will construct a bioretention basin, vegetated swales and drainage improvements as shown on the following map:



The vegetated swale located south of the Engineer's Lake Trailhead Parking Lot will collect sheet flow and direct flows to the new bioretention basin prior to releasing back into the existing east-west drainage ditch. The project will treat a portion of CDOT MS4 area on SH 224A which is not currently being treated prior to discharging to the South Platte River. The bioretention basin will be constructed within the 100-yr floodplain but outside the floodway.

This project meets the requirements of CDOTs MS4 permit, PWQ Program Manual and Drainage Design Manual. This project requires a CDOT State Highway Access Permit, a CDOT Special Use Permit and a Colorado Discharge Permit (CDPS). The project will be constructed in accordance with latest edition of CDOT Standard Specifications.

No ROW acquisition is proposed; however a temporary construction easement may be required.

Funding for the project follows:

- 1) The total project cost is \$199,000.
 - a. There is not a match on this project.
 - b. The State (CDOT) is contributing \$99,000 to the project.
 - c. The local is contributing \$100,000.
- 2) The Design phase = \$40,000.
 - a. The State share is \$0.
 - b. The local share is \$40,000.
- 3) The Construction phase = \$159,000.
 - a. The State Share is \$99,000.
 - b. The local share is \$60,000.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Resolution authorizing the acquisition of property interests necessary for the construction of the improvements for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: February 6, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners authorizes the acquisition of property interests for the York Street Improvement Project by resolution.

BACKGROUND:

Adams County has submitted and received funding from the Adams County Board of County Commissioners for York Street Improvements Project - York Street from East 78th Avenue to Highway 224 (hereinafter "Project"). The Project consists of approximately 3,400 feet or 0.644 miles of new 4-lane minor arterial roadway through the Welby neighborhood. The County has prepared construction plans, right-of-way plans and legal descriptions that determined the need to acquire various property interests from thirty-two (32) property ownerships. Negotiations with one fee owner of record, PS Mountain West, LLC (Storage Equities) have not moved forward. Adams County sent a Notice of Intent to Acquire Property to Storage Equities, on November 18, 2016, pursuant to C.R.S. § 38-1-121(1), and sent an Offer of Fair Market Value to purchase Parcel 21, to Storage Equities, on December 4, 2017, based on an appraisal of such property, to which Adams County received no response. To assure that the acquisitions can be obtained in a timely manner and not jeopardize project deadlines, County staff needs to have authority to use the power of eminent domain to acquire the property interests necessary for the Project should good faith negotiations be unsuccessful. The resolution allows the Board of County Commissioners to authorize the use of eminent domain to acquire property interests for the York Street Project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works and Office of the County Attorney

ATTACHED DOCUMENTS:

Draft resolution
Legal Description of Parcel 21 and TCE-21

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Draft Resolution

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

**RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY INTERESTS
NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS FOR THE
YORK STREET IMPROVEMENT PROJECT – YORK STREET FROM EAST 78TH AVENUE
TO HIGHWAY 224**

Resolution 2018-

WHEREAS, Adams County has proposed the construction of York Street from East 78th Avenue to Highway 224 (the Project); and,

WHEREAS, Adams County, through engineering studies and design, has deemed it necessary to construct improvements as part of the Project consisting of the construction of a roadway and its appurtenances, including but not limited to roadway pavement; curb, gutter and sidewalk; pedestrian paths; drainage infrastructures; and streetscaping required for the Project; and,

WHEREAS, the Adams County Public Works Department has submitted the Project to the Adams County Board of County Commissioners for the consideration of funds to construct the Project; and,

WHEREAS, the Adams County Board of County Commissioners has approved funding for the Project; and,

WHEREAS, Adams County has also budgeted funds for the acquisition of the necessary property interests required for the Project; and,

WHEREAS, right-of-way and design plans for the Project are available upon request from the Adams County Public Works Department; and,

WHEREAS, to the best knowledge of Adams County, PS Mountain West, LLC (Storage Equities), is the fee owner of record of property necessary to be acquired for the Project identified as Parcel 21 and described more specifically in the attached exhibit; and,

WHEREAS, a temporary construction easement will be necessary over certain property identified as Parcel TCE-21 and more specifically described in the attached exhibit; and,

WHEREAS, Adams County sent a Notice of Intent to Acquire Property to Storage Equities, on November 18, 2016, pursuant to C.R.S. § 38-1-121(1), and sent an Offer of Fair Market Value to purchase Parcel 21, to Storage Equities, on December 4, 2017, based on an appraisal of such property, but has been unable to acquire the property through negotiation; and,

WHEREAS, the construction of the Project will serve the general public and is necessary for the health, safety and welfare of the citizens of Adams County; and,

WHEREAS, Adams County has the authority to use the power of eminent domain to condemn private property for county road purposes pursuant to C.R.S. § 43-2-112.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that it is in the interest of the general public's health, safety and welfare to acquire the property interests necessary for the Project and to construct the Project.

BE IT FURTHER RESOLVED, that the Public Works Department or its designee is hereby authorized and directed to acquire the property interests necessary for the Project as identified herein above based on good faith negotiations.

BE IT FURTHER RESOLVED, that the County Attorney's Office, or outside counsel hired by the County Attorney's Office, is authorized to acquire by means of eminent domain any of the property interests necessary for the construction of the Project, including Parcel 21 and TCE-21.

BE IT FURTHER RESOLVED, that immediate possession of the property interests necessary for the construction of the Project is necessary and required for the reasons and purposes described herein.



Drexel, Barrell & Co.

AUGUST 2, 2017

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 21 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S01°35'47"W, 1817.37 FEET TO THE WESTERLY LINE OF YORK STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°01'12"W, 43.76 FEET ALONG SAID WESTERLY LINE OF YORK STREET; THENCE S33°01'20"W, 120.24 FEET ALONG SAID WESTERLY LINE OF YORK STREET TO THE NORTHERLY LINE OF HIGHWAY 224; THENCE S71°37'29"W, 319.38 FEET ALONG SAID NORTHERLY LINE OF HIGHWAY 224; THENCE N09°27'56"E, 42.46 FEET; THENCE N69°27'56"E, 358.04 FEET; THENCE N18°43'23"E, 82.13 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.356 ACRES OR 15,522 SQUARE FEET, MORE OR LESS.

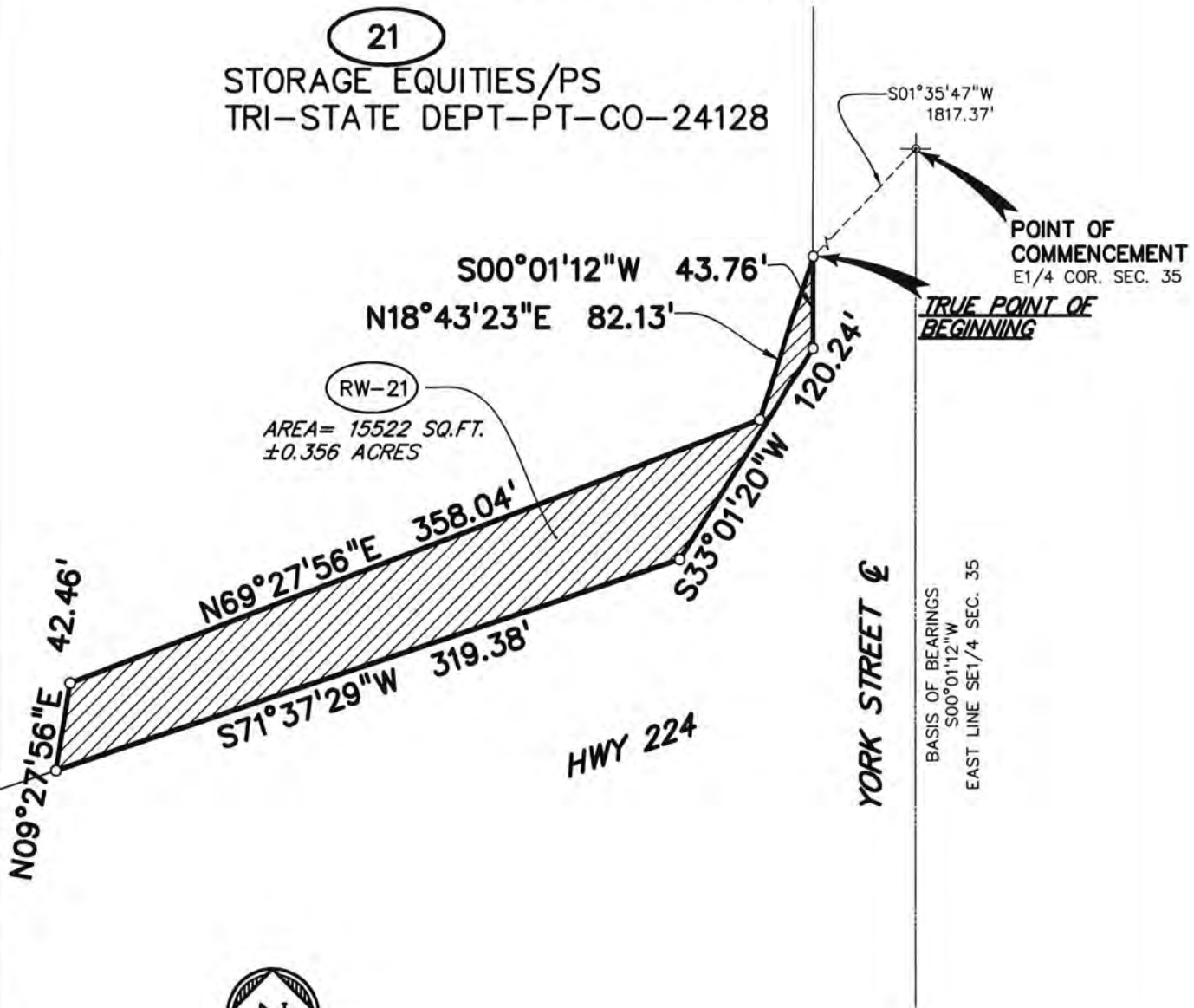
LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELTERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



EXHIBIT
PARCEL 21
R.O.W. DEDICATION

21

STORAGE EQUITIES/PS
TRI-STATE DEPT-PT-CO-24128



SCALE 1" = 80'

NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

IN ACCORDANCE WITH CRS 13-80-105;

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.

Drexel, Barrell & Co.

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 280-0887

GREELEY, COLORADO (970) 351-0846



Revisions - Date

Date
7-31-17

Drawn By
VJD

Job No.
20805

Scale
1"=80'

Checked By
MES

Drawing No.
IN FILE



Drexel, Barrell & Co.

MAY 23, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

**LEGAL DESCRIPTION
PARCEL 21
TEMPORARY CONSTRUCTION EASEMENT**

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S01°46'07"W, 1638.61 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 2806 AT PAGE 425, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE WESTERLY LINE OF YORK STREET, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°01'12"W, 222.58 FEET ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2806 AT PAGE 425; THENCE S33°01'20"W, 16.52 FEET ALONG SAID SOUTHERLY LINE; THENCE N00°01'12"E, 67.62 FEET; THENCE S89°58'48"E, 6.00 FEET; THENCE N00°01'12"E, 141.36 FEET; THENCE N89°58'48"W, 26.00 FEET; THENCE N00°01'12"E, 27.25 FEET TO SAID NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 2806 AT PAGE 425; THENCE N89°35'02"E, 29.00 FEET ALONG SAID NORTHERLY LINE TO THE **TRUE POINT OF BEGINNING**.

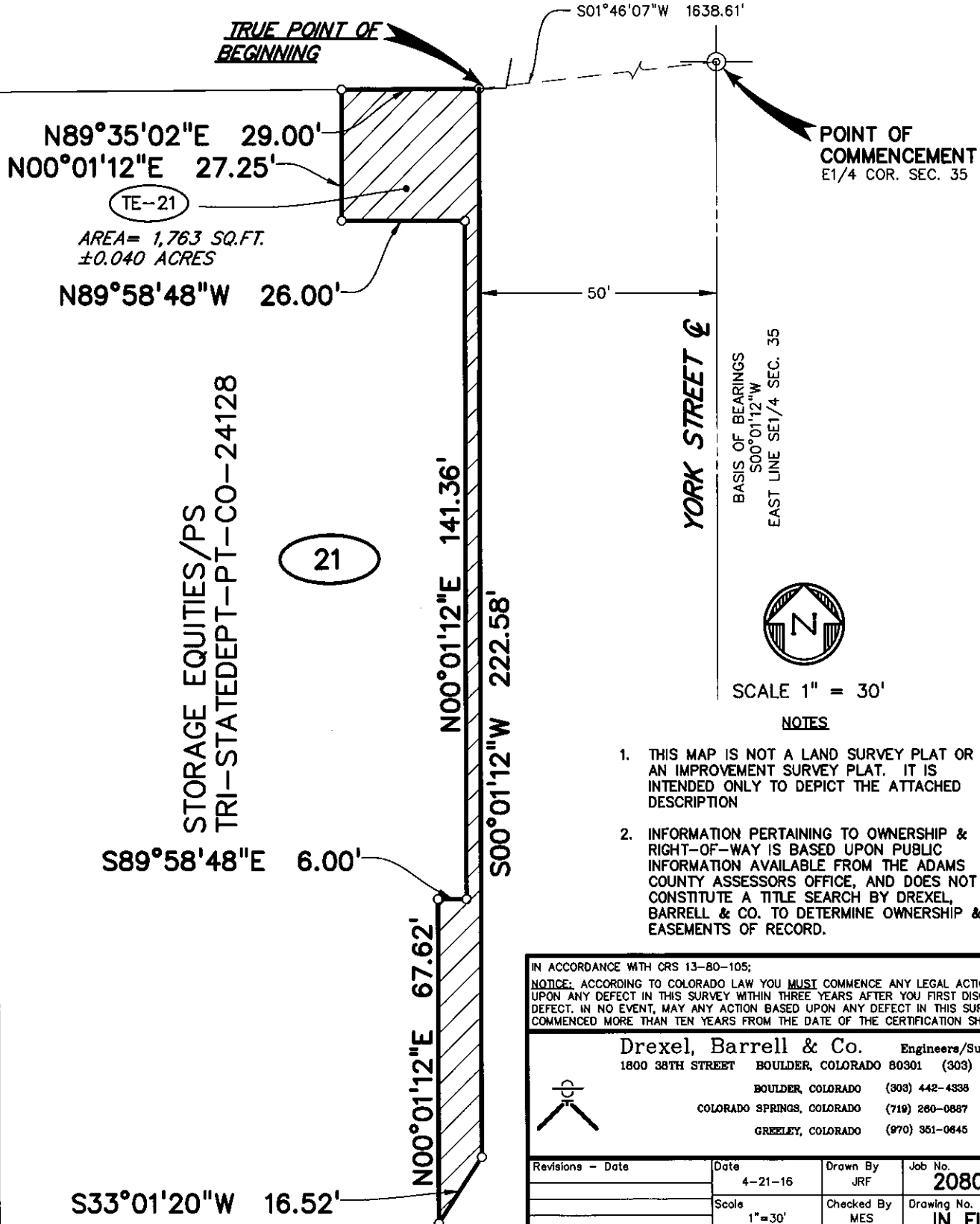
CONTAINING 0.040 ACRES OR 1,763 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELDERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



EXHIBIT PARCEL 21

TEMPORARY CONSTRUCTION EASEMENT



IN ACCORDANCE WITH CRS 13-80-105;
 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.

Drexel, Barrell & Co. Engineers/Surveyors
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338
 BOULDER, COLORADO (303) 442-4338
 COLORADO SPRINGS, COLORADO (719) 260-0887
 GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date	Drawn By	Job No.
	4-21-16	JRF	20805
	Scale	Checked By	Drawing No.
	1"=30'	MES	IN FILE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Adams County Collaborative Transportation Planning Agreement
FROM: Kristin Sullivan, Director of Community & Economic Development Jeanne Shreve, Regional Transportation Manager
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON May 22, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Adams County Collaborative Transportation Planning Agreement.

BACKGROUND:

Adams County and its cities are executing a new Collaborative Transportation Planning Agreement (IGA) to replace the existing 2010 Agreement. The primary reasons for the new IGA is to reflect the Denver Regional Council of Government's new Dual Transportation Improvement Program (TIP) model process.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Cities of Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, Towns of Bennett and Lochbuie, the agencies of CDOT, RTD, DRCOG, and the Public Works and Finance Departments.

ATTACHED DOCUMENTS:

Resolution
Agreement

FISCAL IMPACT:

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

Fund:**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:

**RESOLUTION APPROVING THE
ADAMS COUNTY COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT TO
ESTABLISH THE ADAMS COUNTY COUNCIL OF GOVERNMENTS SUBREGIONAL FORUM
PROCESS**

WHEREAS, transportation infrastructure planning and funding are matters of public concern and affect the citizens of Adams County; and,

WHEREAS, the coordinated efforts of all Adams County communities is necessary to ensure both current and future adequate transportation infrastructure for Adams County residents; and,

WHEREAS, Adams County communities have a mutual interest in, and will benefit from, the collective planning efforts of both the cities and the County working together to implement a transportation system to ensure the efficient movement of people and goods; and,

WHEREAS, the Adams County communities of the City of Arvada, the City of Aurora, the Town of Bennett, the City of Brighton, the City of Commerce City, the City of Federal Heights, the Town of Lochbuie, the City of Northglenn, the City of Thornton, the City of Westminster, and Adams County, wish to establish how the transportation planning efforts in the County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation (CDOT), the Regional Transportation District (RTD), and the Denver Regional Council of Governments (DRCOG) for consideration in their respective Capital Improvement Plans; and,

WHEREAS, DRCOG is changing its Transportation Improvement Program (TIP) submittal process from a centralized Regional Model to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process; and,

WHEREAS, in the Dual Model, the Subregions will collaborate and submit projects to compete directly with other subregions, CDOT and RTD for Regional Pot Funding as well as develop a list of recommended projects to use for the ADCOG Subregional Forum Funding; and,

WHEREAS, Adams County communities desire to enter into the Adams County Collaborative Transportation Planning Agreement (“Agreement”) to replace the prior Agreement and to coordinate current and future transportation planning within Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Collaborative Transportation Planning Agreement to Establish the Adams County Council of Governments Subregional Forum Process, a copy of which is attached hereto, is hereby approved.

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

ADAMS COUNTY COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT TO
ESTABLISH THE ADAMS COUNTY COUNCIL OF GOVERNMENTS (ADCOG) SUBREGIONAL
FORUM PROCESS AMONG THE CITY OF ARVADA, THE CITY OF AURORA, THE TOWN OF
BENNETT, THE CITY OF BRIGHTON, THE CITY OF COMMERCE CITY, THE CITY OF
FEDERAL HEIGHTS, THE TOWN OF LOCHBUIE,
THE CITY OF NORTHGLENN, THE CITY OF THORNTON,
THE CITY OF WESTMINSTER AND ADAMS COUNTY

THIS ADAMS COUNTY COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT (“Agreement”) is entered into effective as of the ____ day of _____, 2018, by and among Adams County, the City of Arvada, the City of Aurora, the Town of Bennett, the City of Brighton, the City of Commerce City, the City of Federal Heights, the Town of Lochbuie, the City of Northglenn, the City of Thornton, and the City of Westminster, all of said parties being referred to collectively herein as the “Agencies.”

WITNESSETH

WHEREAS, the Agencies are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Agencies wish to set forth their understanding of how the transportation planning efforts in Adams County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation (CDOT), the Regional Transportation District (RTD) and the Denver Regional Council of Governments (DRCOG) for consideration in their respective Capital Improvement Plans; and

WHEREAS, DRCOG is changing its Transportation Improvement Program (“TIP”) submittal process from a centralized Regional Model where all TIP funding applications were submitted directly to DRCOG, to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process; and

WHEREAS, the Subregional Funding process component of the Dual Model is comprised of subregions that are defined as the geographical boundaries of counties and include the incorporated Towns, Cities and unincorporated county areas located within a county and Adams County’s subregion shall be referenced as the “ADCOG Subregion”; and

WHEREAS, in the Dual Model, the participating agencies within each subregion will collaborate and submit projects as a subregion to compete directly with other subregions, CDOT and RTD for Regional Funding as well as develop a list of recommended projects to use the Subregional Funding; and

WHEREAS, the Agencies wish to enter into this Agreement to coordinate current and future transportation planning within Adams County.

NOW, THEREFORE, THE AGENCIES AGREE TO COOPERATE AS FOLLOWS:

1. **Adams County Project Priority Programming Process (“4P County Hearing Process”) for ADCOG Multimodal Projects.** The Mayors and Commissioners of the Agencies (“Executive Committee”) will use good faith efforts to collaborate in identifying priority corridors and in the development of a prioritized countywide list for state highway system, transit, bike & pedestrian, and Transportation Demand Management (TDM) projects. These priority corridors and list will be presented to CDOT, RTD and DRCOG for funding consideration during the 4P County Hearing Process and during cyclical updates to CDOT’s State Transportation Improvement Plan (STIP), RTD’s Strategic Plan, and DRCOG’s Transportation Improvement Plan (TIP), as applicable.
2. **Establishment of the ADCOG Subregional Forum to specifically participate in the DRCOG Dual Model Process.**
 - A. Establishment of the Forum. There is hereby established by the Agencies the ADCOG Subregional Forum (“Forum”), which is authorized to operate in accordance with this Agreement and take the actions authorized in subsection (E) of this Section 2.
 - B. Representation on the Forum. Each Agency shall appoint its representative to the DRCOG Board of Directors, a public official or other delegate to serve as a regular member of the Forum (“Appointee”). Each Agency may designate one (1) alternate to participate in the Forum in the absence of the Appointee (“Alternate”).
 - C. Establishing a Chair and Vice-Chair. Upon the execution of this Agreement, the Appointees and/or Alternates (as determined by an Agency) identified to participate in the Forum will meet and vote to elect a Chair and Vice-Chair for the Forum. The Chair, or Vice Chair in the Chair’s absence, will be responsible for: establishing Forum agendas; chairing meetings; coordinating with staff support, as provided in Section 3, to establish meeting locations and prepare agenda packets; and coordinating the presentation of the Forum’s recommended portfolio of projects to the DRCOG Board of Directors.
 - D. Voting Procedures. A quorum of the Forum must be present to take a vote. The quorum is comprised of the simple majority (Six) of the Appointees (or Alternates in the absence of an Appointee). All Forum actions shall be made by motion duly seconded and approved by the simple majority. Each Agency shall have one vote. Jurisdiction(s) that do not sign this Agreement shall be considered a “Non-Voting Member(s)” without any authority to vote on Forum matters as set forth in subsection F of this Section 2.
 - E. Forum Actions. The Forum’s actions may include, but are not limited to, establishment of the Forum rules; approving project submittals for Regional Funding; developing a recommended portfolio of projects for Subregional funding; adhering to established rules and procedures set forth by the DRCOG Board; developing and approving any additional rules and procedures or other activities related to the TIP project selection and evaluation process.
 - F. Non-Voting Members. In addition to the Agencies, all DRCOG members and governmental entities with corporate limits wholly or partially within the ADCOG Subregion shall be invited to participate in discussion and provide perspective to the Forum, as well as submit projects for Subregional funding. This includes all non-signatory jurisdictions to this Agreement, RTD, CDOT, transportation management organizations, as well as other entities and agencies that are eligible for the direct receipt of federal TIP funding.
 - G. Project Requests for DRCOG Funding. The Agencies agree to submit all DRCOG funding applications for ADCOG Subregion transportation projects or programs seeking Regional or Subregional funding through the Forum. Submissions may include any transportation related

- project or program eligible per the DRCOG Board's TIP Policy. The Forum will cooperate and work diligently and in good faith to create a recommended list of projects for submission to DRCOG for each TIP cycle. The Forum shall ensure that all regional and subregional projects submitted to DRCOG comply with all grant requirements, such as, but not limited to, DRCOG adopted TIP policy and criteria; any supplemental Forum policies and /or criteria; presence in the adopted *Metro Vision Fiscally-Constrained Regional Transportation Plan*; local match requirements; and, that any project or program that is under the respective jurisdiction of either CDOT and/or RTD are supported by said Agencies.
- H. Criteria and DRCOG Assistance. DRCOG will establish overall criteria regarding project and program eligibility and evaluation of submitted projects. The Forum may choose to establish additional policy and criteria consistent with applicable Federal law and regulations. The Forum or Technical Committee, which is described in Section 3, may request assistance or information, including but not limited to, air quality information and vehicle traffic projections from DRCOG staff. Once the criteria has been approved by the Forum and ratified by DRCOG staff, the Technical Committee will be responsible for ranking and presenting the results of the ADCOG Subregional Forum portfolio of projects to the Forum.
- I. Open Meetings; Notice and Agenda Packets for Meetings. All meetings of the Forum and all the meetings of the Technical Committee specifically pertaining to the DRCOG Dual TIP Model process shall be open to the public with reasonable time allotted for public comment. Notice of meetings and associated materials shall be posted the Thursday prior to the week of the meeting in accordance with DRCOG requirements.
- J. Intersubregional Coordination. The Technical Committee will coordinate with adjacent subregions to identify potential projects with intersubregional benefits. Adams County Community & Economic Development Department ("AdCo") will send out invitations during the DRCOG subregional 'Call for Projects' to solicit projects from other subregions that are requesting project and funding coordination from the ADCOG Subregional Forum.
3. Establishment of the Forum Technical Committee. There is hereby established the Forum Technical Committee which will consist of one (1) staff representative from each Agency, as designated by each Agency. The Technical Committee shall be responsible for gathering potential projects for the 4P County Hearing Process and Forum processes; developing recommended ranking criteria for the Forum's consideration; and, recommending projects to the Forum for Subregional and Regional funding, subject to review and approval by the Forum.
4. Staff Support. AdCo staff shall be responsible for coordinating the 4P County Hearing Process and Forum processes in coordination with this Agreement's designated Technical Committee. AdCo staff shall support the Technical Committee by taking meeting minutes, developing agenda packets, and ensuring DRCOG posting requirements are adhered to in conjunction with the Technical Committee.
5. Planning Timeline. The Agencies review and prioritization of the Multi-Modal Projects will be coordinated with the DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline for the 4P County Hearing process and STIP programming.
6. Benefits Inure to Agencies Only. It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of this Agreement that any entity, other than the Agencies

that are parties to this Agreement, that receives services or benefits as a result of this Agreement shall be an incidental beneficiary only.

7. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person.
8. **Term and Termination.** The term of this Agreement is through December 31, 2028. Any Agency may withdraw from this Agreement by providing written notice to the Forum Chair of its intent to do so at least ninety (90) days prior to termination. The notice not to renew shall be by formal action of the governing body requesting withdrawal. The Agreement shall remain in effect unless terminated by all of the Agencies. Any Agency that withdraws from the Agreement will be considered as a "Non-Voting Member" upon such withdrawal.
9. **Prior Agreement Terminated.** As of the effective date noted above, the 2010 Adams County Collaborative Transportation Planning Agreement is terminated and shall have no further force or effect.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this said Amendment have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

**ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS**

Mary Hodge, Chair

Date

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney's Office

CITY OF ARVADA

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

CITY OF AURORA

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

TOWN OF BENNETT

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

CITY OF BRIGHTON

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

CITY OF COMMERCE CITY

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

CITY OF FEDERAL HEIGHTS

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

TOWN OF LOCHBUIE

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

CITY OF NORTHGLENN

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

CITY OF THORNTON

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

CITY OF WESTMINSTER

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Aurora Motor Vehicle – Third Amendment to Lease Agreement
FROM: Nicci Beauprez, Land & Asset Coordinator, Facilities and Fleet Management, and; Sean Braden, Manager of Planning, Design & Construction, Facilities and Fleet Management
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Third Amendment to the Lease Agreement for Office Space at 3449 North Chambers for the Motor Vehicle Department.

BACKGROUND:

Originally leased in 2002, and subject to two previous amendments, the Motor Vehicle Department office has occupied 4,688 square feet of space at 3449 North Chambers Road in Aurora. The current lease expires June 1, 2018. There has been a recent change in building ownership/landlord however with consultation with Guidance Corporate Realty, the County's brokerage, we have negotiated the proposed lease extension.

The new amendment will extend the lease and occupancy of this location for five years through August 31, 2023. Base rental rates start at \$14.00 per square foot and escalate to \$16.00 per square foot during the last year of the lease. These rates are commensurate with the market rates for similar properties. Recommendation is to approve the third extension of the lease agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Clerk & Records Office
Facilities and Fleet Management Department
County Manager's Office

ATTACHED DOCUMENTS:

Resolution
Agreement

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING THIRD AMENDMENT TO LEASE
AGREEMENT BETWEEN ADAMS COUNTY AND IC CHAMBERS, LP
FOR MOTOR VEHICLE DEPARTMENT OFFICE SPACE AT 3449
NORTH CHAMBERS ROAD, AURORA, CO**

WHEREAS, Adams County currently leases space at 3449 North Chambers Road, Aurora, CO (the Property), for use as office space for one of its Motor Vehicle Department offices; and,

WHEREAS, Adams County wishes to renew the lease for the Property for an additional term from June 1, 2018 until August 31, 2023, pursuant to the terms and conditions of the attached Third Amendment, for an initial base rent of \$65,631.96; and,

WHEREAS, Adams County believes the proposed use of the lease space at the Property is a legitimate governmental use as it has been leased since 2002 for the same purpose and this and will enhance the welfare of residents of Aurora and surrounding areas within Adams County.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Third Amendment to Lease Agreement between Adams County and IC Chambers, LP, for Motor Vehicle Department office space, a copy of which is attached hereto, be and hereby is approved.

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

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is executed effective as of _____, 2018 (the "**Effective Date**"), between **IC CHAMBERS, LP** ("**Landlord**"), as successor in interest to Chambers Holdings LLC, a Colorado limited liability company, and **ADAMS COUNTY, COLORADO**, ("**Tenant**").

Recitals

A. Pursuant to the provisions of that certain Lease Agreement dated April 1, 2002, executed by Landlord's predecessor in interest, as landlord, and Tenant, as tenant (the "**Original Lease**"), as amended by that certain First Amendment to Lease Agreement dated as of April 16, 2012, and that certain Second Amendment to Lease dated as of December 12, 2012 (the "**Second Amendment**"), both executed by Landlord's predecessor in interest and Tenant (the Original Lease, as so amended, is herein collectively called the "**Lease**"), Tenant is currently leasing approximately 4,688 rentable square feet of space (the "**Premises**") located in the building commonly known as Commerce Center II, located at 3449 North Chambers Road, Aurora, Colorado (the "**Property**").

B. The parties desire to amend the Lease as hereinafter provided.

Agreement

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. **Definitions.** Except as expressly defined in this Amendment, each defined term used in this Amendment has the same meaning given to such term in the Lease.

2. **Amendment of Lease.** As of the Effective Date, Landlord and Tenant hereby amend the Lease as follows:

(a) **Second Renewal Term.** The Term of the Lease currently expires on May 31, 2018. The Term of the Lease is hereby extended for an additional term of sixty-three (63) months (the "**Second Renewal Term**"), commencing on June 1, 2018, and unless earlier terminated in accordance with the Lease, as amended, expiring on August 31, 2023 (the "**Second Renewal Expiration Date**"), subject to Tenant's termination option described in Paragraph 8 of the Second Amendment, as amended by Paragraph 2(d) hereof, and Paragraph 9 of the Second Amendment, as amended by Paragraph 2(e) hereof.

(b) **Base Rent.** During the Second Renewal Term, the Base Rent per rentable square foot per annum shall be as follows:

<u>Portion of Second Renewal Term</u>	<u>Annual Base Rent per rentable square foot</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
06/01/2018 – 05/31/2019	\$14.00	\$65,631.96	\$5,469.33
06/01/2019 – 05/31/2020	\$14.50	\$67,976.04	\$5,664.67
06/01/2020 – 05/31/2021	\$15.00	\$70,320.00	\$5,860.00
06/01/2021 – 05/31/2022	\$15.50	\$72,663.96	\$6,055.33
06/01/2022 – 08/31/2023	\$16.00	\$75,008.04	\$6,250.67

During the Second Renewal Term, beginning on June 1, 2018, and on the first day of each month thereafter, Tenant shall pay all Monthly Base Rent in advance, without notice, set off, abatement or diminution, except as may be expressly set forth in the Lease. All payments of Base Rent shall be made payable to **IC CHAMBERS, LP**, c/o International Capital, LLC, 17130 Dallas Parkway, Suite 240, Dallas, Texas 75248. Landlord understands that Tenant requires a monthly invoice to process each month's rent payment. Landlord shall send such monthly invoice to Tenant at least 10 days prior to due date for the Rent payment.

(c) **Additional Rent.** During the Second Renewal Term, in addition to the payment of Base Rent as set forth in Paragraph 2(b) hereof, Tenant shall continue to pay Tenant's Proportionate Share of Adjustments as set forth in Section 4 of the Original Lease. Tenant's Proportionate Share of Additional Rent is 16.38%.

(d) **Availability of Funds.** During the Second Renewal Term, Paragraph 8 (Availability of Funds) of the Second Amendment shall remain in full force and effect **EXCEPT THAT** commencing on the first day of the Second Renewal Term, each reference to "six percent (6%) annual interest" contained in said Paragraph 8 is hereby amended to read "seven percent (7%) annual interest".

(e) **Tenant Termination.** During the Second Renewal Term, Paragraph 9 (Tenant Termination) of the Second Amendment shall remain in full force and effect **EXCEPT THAT** commencing on the first day of the Second Renewal Term, (i) the reference to "June 1, 2016" contained in said Paragraph 9 is hereby amended to read "August 31, 2021"; (ii) each reference to "six percent (6%) annual interest" contained in said Paragraph 9 is hereby amended to read "seven percent (7%) annual interest"; and (iii) **EXHIBIT A** attached to this Amendment and incorporated herein by reference hereby replaces and supersedes for all purposes whatsoever EXHIBIT A attached to the Second Amendment.

(f) **Renewal Option.** During the Second Renewal Term, Paragraph 10 (Renewal Option) of the Second Amendment shall remain in full force and effect.

(g) **Compliance with C.R.S. §8-17.5-101, et seq., As Amended 5/13/08.** During the Second Renewal Term, Paragraph 15 (Compliance with C.R.S. §8-17.5-101, et seq., As Amended 5/13/08) of the Second Amendment shall remain in full force and effect.

(h) **Tenant Improvements Allowance.** Subject to the provisions of Section 14 of the Original Lease, including the prior written consent of Landlord, Tenant may at its expense construct and install in the Premises certain tenant improvements. After such tenant improvements are completed by Tenant on a "lien free" basis and all costs and expenses thereof are paid in full by Tenant, provided that no default or breach by Tenant has occurred under the Lease, as amended, and is continuing after any applicable notice is given and any applicable cure period has expired, Landlord shall make available to Tenant a tenant improvements allowance of **UP TO, BUT NOT EXCEEDING, \$3.00 per rentable square foot of the Premises** (the "**Tenant Improvements Allowance**"), which shall be used by Tenant solely for the purpose of defraying actual costs and expenses paid by Tenant to third parties for the tenant improvements hereafter constructed and installed by Tenant in the Premises and consented to in writing by Landlord. The parties hereto expressly agree that no portion of the Tenant Improvements Allowance shall be used (i) to reimburse costs and expenses of Tenant's voice and data cabling and outlets; or (ii) as a credit against the payment of any Monthly Base Rent or Additional Rent. Tenant shall deliver to Landlord, no later than December 31, 2018, copies of paid invoices and similar supporting documents and Tenant's canceled checks or other satisfactory written evidence of payment of the costs and expenses of the tenant improvements hereafter constructed and installed by Tenant in the Premises and consented to in writing by Landlord. Provided that no default or breach by Tenant has occurred under the Lease, as amended, and is continuing after any applicable notice was given and any applicable cure period has expired, Landlord's disbursement of the Tenant Improvements Allowance or portion thereof shall occur within thirty (30) days after Landlord's receipt of such copies of invoices, documents and checks or evidence of payment. Landlord shall have no obligation to disburse any undisbursed remaining balance of the Tenant Improvements Allowance for which Landlord receives from Tenant after December 31, 2018, any supporting documents or evidences of payment.

(i) **"AS IS, WHERE IS".** As of the Effective Date, Tenant currently occupies all of the Premises. **TENANT HEREBY ACKNOWLEDGES AND AGREES THAT (i) THE PREMISES AND THE BUILDING ARE SATISFACTORY TO TENANT IN ALL RESPECTS; AND (ii) TENANT HEREBY ACCEPTS THE PREMISES AND THE BUILDING IN THEIR PRESENT "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION. LANDLORD HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES TO TENANT REGARDING**

THE PHYSICAL CONDITION OF THE PREMISES OR THE BUILDING. Tenant further acknowledges and agrees that (i) Landlord has no obligation to construct or install any improvements or other alterations or modifications in the Premises; (ii) Landlord has no obligation to pay or reimburse Tenant for any costs or expenses it has heretofore paid or incurred in connection with the construction or installation of any improvements, alterations or modifications in the Premises; and (iii) except and only to the extent Landlord is obligated under Paragraph 2(h) hereof to disburse the Tenant Improvements Allowance, Landlord has no obligation to pay or to reimburse Tenant for any costs or expenses it hereafter pays or incurs in connection with the construction or installation of any improvements, alterations or modifications in the Premises.

(j)

Maintenance, Repair and Replacement of Air Conditioning, Air Cooling and Heating Systems.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, commencing on the first day of the Second Renewal Term and continuing throughout the Term of the Lease and any renewal or extension thereof, (i) Landlord shall have no obligation to maintain, repair or replace any air conditioning and air cooling systems and heating apparatus and systems serving the Premises; (ii) Tenant shall be obligated at its sole cost and expense to maintain, repair and, as needed, replace the air conditioning and air cooling systems and heating apparatus and systems serving the Premises, except where said damage is caused by fire or other peril covered by the building insurance policy; and (iii) the following provision is hereby deleted in its entirety from Section 4.A.1 of the Original Lease: "provided, however, that Landlord shall maintain and repair whenever necessary all air conditioning and air cooling systems, and heating apparatus, used in connection with the operation of the leased Premises and provided further that Tenant shall be solely responsible for the costs associated therewith (subject to the limit on repair and replacement costs set forth above)" and (iv) Tenant's Proportionate Share of common area expenses shall not include any cost or expense to maintain, repair or replace the air conditioning and air cooling systems and heating apparatus and systems serving the Premises. In addition thereto, commencing on the first day of the Second Renewal Term and continuing throughout the Term of the Lease and any renewal or extension thereof, Tenant shall at its sole cost and expense keep in force and effect a regularly scheduled preventative maintenance and service program, which may include services provided by Adams County staff and/or outside licensed and certified HVAC maintenance and repair contractor(s) for all air conditioning and air cooling systems and heating apparatus and systems serving the Premises. The maintenance and service program shall include quarterly servicing of all such air conditioning and air cooling systems and heating apparatus and systems, quarterly replacement of all filters, quarterly replacement or adjustment of all drive belts, pressure checks and recharging of refrigerant, and periodic lubrication and oil change and all other maintenance services recommended by the equipment manufacturer. Tenant shall furnish Landlord (a) a copy of its preventative maintenance and service program within ten (10) business days of Tenant's execution of this Amendment; and (b) no later than ten (10) business days after each report is delivered to Tenant and no less than once each calendar quarter, a copy of each written service report on the maintenance and servicing of such air conditioning and air cooling systems and heating apparatus and systems prepared by the Adams County maintenance staff or its HVAC maintenance and repair contractor(s). If Tenant fails to perform its obligations specified in this Paragraph 2(j), then Landlord shall have no obligation to perform such obligations or to pay or incur any cost or expense arising out of or related to the maintenance, repair or replacement of the air conditioning and air cooling systems and heating apparatus and systems serving the Premises.

(k)

Subordination, Non-Disturbance and Attornment Agreement. Tenant acknowledges and agrees that Landlord has previously delivered to Tenant the form of subordination, non-disturbance and attornment agreement promulgated by Landlord's existing mortgagee, and after execution by Landlord and Tenant of this Lease and such subordination, non-disturbance and attornment agreement, Landlord shall use commercially reasonable efforts to cause the mortgagee to execute such subordination, non-disturbance and attornment agreement.

(l)

Other Provisions Apply. Except and only to the extent expressly amended by this Amendment, all terms and provisions of the Lease shall apply to Tenant's lease, use, occupancy and possession of the Premises during the Second Renewal Term.

3. **No Offer or Option.** The submission by Landlord to Tenant of one or more drafts of this Amendment for Tenant's review and comment does not constitute, and shall not be deemed or construed to be, an offer, option, commitment or agreement by Landlord to execute such draft or drafts, and such submission does not grant or confer any rights or interests to Tenant or impose any obligations on Landlord regardless of any reliance, change of position, or partial performance by either Landlord or Tenant in respect of such submission. No such drafts shall be binding or enforceable against Landlord or Tenant, it being the intent of each of the parties hereto that this Amendment shall not be effective, binding or enforceable against either party hereto until this Amendment is duly executed and delivered by both Landlord and Tenant.

4. **Other.** Except as expressly set forth in this Amendment, the Lease has not been modified or amended. The Lease, as amended by this Amendment, is in full force and effect. The parties hereto hereby ratify, confirm and approve in all respects the Lease, as amended by this Amendment. The Lease, as amended by this Amendment, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces for all purposes all prior and contemporaneous agreements and understandings, whether oral or written, between the parties hereto and their respective successors and permitted assigns. To the best of Landlord's knowledge as of the date on which Landlord executes this Amendment, Tenant is not in default of its obligations under the Lease. To the best of Tenant's knowledge as of the date on which Tenant executes this Amendment, (i) Landlord is not in default of its obligations under the Lease; and (ii) no event has occurred that with the passage of time, the giving of notice or both will constitute a breach or default by Landlord of its obligations and liabilities under the Lease. No rent or other charges due under the Lease have been paid by Tenant in advance of the current month. Tenant is not entitled to any refunds, rebates, offsets or credits with respect to any amounts heretofore paid by Tenant under the Lease. Tenant has no claim, counterclaim or other defense to the payment of rent or other amounts due or to become due under the Lease, as amended hereby, or the performance of any of Tenant's other obligations under the Lease, as amended hereby. Tenant has not assigned the Lease or any of the right, title or interest of the tenant under the Lease. Tenant has not subleased the Premises or any part thereof. No person or entity other than Tenant occupies any portion of the Premises. The Lease, as amended by this Amendment, cannot be modified or amended, except in writing executed by both parties hereto. The Lease, as amended by this Amendment, is governed by and will be construed and enforced in accordance with the laws of the State of Colorado. Time is of the essence in the performance by each party of its obligations under the Lease, as amended by this Amendment.

5. **Tenant's Broker.** Tenant hereby represents, warrants and covenants to Landlord that (i) except for **GUIDANCE CORPORATE REALTY ADVISORS ("Tenant's Broker")**, which exclusively represented Tenant in connection with this Amendment and the Second Renewal Term, no real estate broker or agent represented Tenant in connection with this Amendment or the Second Renewal Term; and (ii) except for Tenant's Broker, Tenant has not engaged or dealt with any real estate broker, agent or salesperson in connection with this Amendment or the Second Renewal Term. To the extent allowed by law, Tenant hereby indemnifies and holds Landlord harmless against any claim, demand, action, cause of action, lawsuit, damages, judgment, settlement, cost, expense or other obligation of any kind, including, but not limited to, reasonable attorneys' fees and court costs incurred by Landlord if Tenant's representations and warranties contained in this Paragraph 5 are untrue or inaccurate in any respect.

6. **Authority.** Each party hereto represents and warrants to the other party hereto that the agent, partner or officer executing this Amendment on its behalf is fully authorized, directed and empowered to execute and deliver this Amendment in such capacity as the act and deed of the party on whose behalf he or she is executing this Amendment and that all partnership, corporate or company action requisite to such execution and delivery has been taken by such party.

7. **Counterparts.** This Amendment may be executed in counterparts, and each counterpart when fully executed and delivered by the parties hereto will be an original instrument, but all such counterparts will constitute one agreement.

IN WITNESS WHEREOF, each of Landlord and Tenant has executed this Amendment on the date set opposite its signature below, but to be effective as of the Effective Date.

LANDLORD:

Date: May 10, 2018

IC CHAMBERS, LP
a Colorado limited partnership

By: Northtower Construction, Inc.
Its General Partner

By: [Signature]
Martina Crevecoeur
Secretary

TENANT:

Date: _____, 2018

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: _____

Name: _____

Its Duly Authorized _____

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

EXHIBIT A

Tenant Termination

Landlord Investment:	\$ 46,939.00	Tenant Improvements Investments, Commissions
Interest Rate:	7%	
Amortizations Period:	63	Months
Payments	\$ 892.48	
Start Date:	1-Jun-2018	

Month	Date	Monthly Pay Down	Principal Payment	Interest	Principle Balance	Extra Penalty	Total Penalty
1	1-Jun-2018	\$ 892.48	\$ 618.67	\$ 273.81	\$ 46,320.33	\$ -	N/A
2	1-Jul-2018	\$ 892.48	\$ 622.28	\$ 270.20	\$ 45,698.05	\$ -	N/A
3	1-Aug-2018	\$ 892.48	\$ 625.91	\$ 266.57	\$ 45,072.14	\$ -	N/A
4	1-Sep-2018	\$ 892.48	\$ 629.56	\$ 262.92	\$ 44,442.58	\$ -	N/A
5	1-Oct-2018	\$ 892.48	\$ 633.23	\$ 259.25	\$ 43,809.35	\$ -	N/A
6	1-Nov-2018	\$ 892.48	\$ 636.93	\$ 255.55	\$ 43,172.42	\$ -	N/A
7	1-Dec-2018	\$ 892.48	\$ 640.64	\$ 251.84	\$ 42,531.78	\$ -	N/A
8	1-Jan-2019	\$ 892.48	\$ 644.38	\$ 248.10	\$ 41,887.40	\$ -	N/A
9	1-Feb-2019	\$ 892.48	\$ 648.14	\$ 244.34	\$ 41,239.26	\$ -	N/A
10	1-Mar-2019	\$ 892.48	\$ 651.92	\$ 240.56	\$ 40,587.34	\$ -	N/A
11	1-Apr-2019	\$ 892.48	\$ 655.72	\$ 236.76	\$ 39,931.62	\$ -	N/A
12	1-May-2019	\$ 892.48	\$ 659.55	\$ 232.93	\$ 39,272.07	\$ -	N/A
13	1-Jun-2019	\$ 892.48	\$ 663.39	\$ 229.09	\$ 38,608.68	\$ -	N/A
14	1-Jul-2019	\$ 892.48	\$ 667.26	\$ 225.22	\$ 37,941.42	\$ -	N/A
15	1-Aug-2019	\$ 892.48	\$ 671.16	\$ 221.32	\$ 37,270.26	\$ -	N/A
16	1-Sep-2019	\$ 892.48	\$ 675.07	\$ 217.41	\$ 36,595.19	\$ -	N/A
17	1-Oct-2019	\$ 892.48	\$ 679.01	\$ 213.47	\$ 35,916.18	\$ -	N/A
18	1-Nov-2019	\$ 892.48	\$ 682.97	\$ 209.51	\$ 35,233.21	\$ -	N/A
19	1-Dec-2019	\$ 892.48	\$ 686.95	\$ 205.53	\$ 34,546.26	\$ -	N/A
20	1-Jan-2020	\$ 892.48	\$ 690.96	\$ 201.52	\$ 33,855.30	\$ -	N/A
21	1-Feb-2020	\$ 892.48	\$ 694.99	\$ 197.49	\$ 33,160.31	\$ -	N/A
22	1-Mar-2020	\$ 892.48	\$ 699.04	\$ 193.44	\$ 32,461.27	\$ -	N/A
23	1-Apr-2020	\$ 892.48	\$ 703.12	\$ 189.36	\$ 31,758.15	\$ -	N/A
24	1-May-2020	\$ 892.48	\$ 707.22	\$ 185.26	\$ 31,050.93	\$ -	N/A
25	1-Jun-2020	\$ 892.48	\$ 711.35	\$ 181.13	\$ 30,339.58	\$ -	N/A
26	1-Jul-2020	\$ 892.48	\$ 715.50	\$ 176.98	\$ 29,624.08	\$ -	N/A
27	1-Aug-2020	\$ 892.48	\$ 719.67	\$ 172.81	\$ 28,904.41	\$ -	N/A
28	1-Sep-2020	\$ 892.48	\$ 723.87	\$ 168.61	\$ 28,180.54	\$ -	N/A
29	1-Oct-2020	\$ 892.48	\$ 728.09	\$ 164.39	\$ 27,452.45	\$ -	N/A
30	1-Nov-2020	\$ 892.48	\$ 732.34	\$ 160.14	\$ 26,720.11	\$ -	N/A
31	1-Dec-2020	\$ 892.48	\$ 736.61	\$ 155.87	\$ 25,983.50	\$ -	N/A
32	1-Jan-2021	\$ 892.48	\$ 740.91	\$ 151.57	\$ 25,242.59	\$ -	N/A
33	1-Feb-2021	\$ 892.48	\$ 745.23	\$ 147.25	\$ 24,497.36	\$ -	N/A
34	1-Mar-2021	\$ 892.48	\$ 749.58	\$ 142.90	\$ 23,747.78	\$ -	N/A
35	1-Apr-2021	\$ 892.48	\$ 753.95	\$ 138.53	\$ 22,993.83	\$ -	N/A
36	1-May-2021	\$ 892.48	\$ 758.35	\$ 134.13	\$ 22,235.48	\$ -	N/A
37	1-Jun-2021	\$ 892.48	\$ 762.77	\$ 129.71	\$ 21,472.71	\$ -	N/A
38	1-Jul-2021	\$ 892.48	\$ 767.22	\$ 125.26	\$ 20,705.49	\$ -	N/A
39	1-Aug-2021	\$ 892.48	\$ 771.70	\$ 120.78	\$ 19,933.79	\$ -	N/A
40	1-Sep-2021	\$ 892.48	\$ 776.20	\$ 116.28	\$ 19,157.59	\$ 15,000.00	\$ 34,157.59
41	1-Oct-2021	\$ 892.48	\$ 780.73	\$ 111.75	\$ 18,376.86	\$ 15,000.00	\$ 33,376.86
42	1-Nov-2021	\$ 892.48	\$ 785.28	\$ 107.20	\$ 17,591.58	\$ 15,000.00	\$ 32,591.58
43	1-Dec-2021	\$ 892.48	\$ 789.86	\$ 102.62	\$ 16,801.72	\$ 15,000.00	\$ 31,801.72
44	1-Jan-2022	\$ 892.48	\$ 794.47	\$ 98.01	\$ 16,007.25	\$ 15,000.00	\$ 31,007.25
45	1-Feb-2022	\$ 892.48	\$ 799.10	\$ 93.38	\$ 15,208.15	\$ 15,000.00	\$ 30,208.15
46	1-Mar-2022	\$ 892.48	\$ 803.77	\$ 88.71	\$ 14,404.38	\$ 15,000.00	\$ 29,404.38
47	1-Apr-2022	\$ 892.48	\$ 808.45	\$ 84.03	\$ 13,595.93	\$ 15,000.00	\$ 28,595.93
48	1-May-2022	\$ 892.48	\$ 813.17	\$ 79.31	\$ 12,782.76	\$ 15,000.00	\$ 27,782.76
49	1-Jun-2022	\$ 892.48	\$ 817.91	\$ 74.57	\$ 11,964.85	\$ 15,000.00	\$ 26,964.85

50	1-Jul-2022	\$ 892.48	\$ 822.69	\$ 69.79	\$ 11,142.16	\$ 15,000.00	\$ 26,142.16
51	1-Aug-2022	\$ 892.48	\$ 827.48	\$ 65.00	\$ 10,314.68	\$ 15,000.00	\$ 25,314.68
52	1-Sep-2022	\$ 892.48	\$ 832.31	\$ 60.17	\$ 9,482.37	\$ 7,500.00	\$ 16,982.37
53	1-Oct-2022	\$ 892.48	\$ 837.17	\$ 55.31	\$ 8,645.20	\$ 7,500.00	\$ 16,145.20
54	1-Nov-2022	\$ 892.48	\$ 842.05	\$ 50.43	\$ 7,803.15	\$ 7,500.00	\$ 15,303.15
55	1-Dec-2022	\$ 892.48	\$ 846.96	\$ 45.52	\$ 6,956.19	\$ 7,500.00	\$ 14,456.19
56	1-Jan-2023	\$ 892.48	\$ 851.90	\$ 40.58	\$ 6,104.29	\$ 7,500.00	\$ 13,604.29
57	1-Feb-2023	\$ 892.48	\$ 856.87	\$ 35.61	\$ 5,247.42	\$ 7,500.00	\$ 12,747.42
58	1-Mar-2023	\$ 892.48	\$ 861.87	\$ 30.61	\$ 4,385.55	\$ 7,500.00	\$ 11,885.55
59	1-Apr-2023	\$ 892.48	\$ 866.90	\$ 25.58	\$ 3,518.65	\$ 7,500.00	\$ 11,018.65
60	1-May-2023	\$ 892.48	\$ 871.95	\$ 20.53	\$ 2,646.70	\$ 7,500.00	\$ 10,146.70
61	1-Jun-2023	\$ 892.48	\$ 877.04	\$ 15.44	\$ 1,769.66	\$ 7,500.00	\$ 9,269.66
62	1-Jul-2023	\$ 892.48	\$ 882.16	\$ 10.32	\$ 887.50	\$ 7,500.00	\$ 8,387.50
63	1-Aug-2023	\$ 892.48	\$ 887.30	\$ 5.18	\$ 0.20	\$ 7,500.00	\$ 7,500.20



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Michael McIntosh, Gary Russell, John Weinstein, Joshua Wright, Patrick Deal, Adam Mohr, Adan Holguin, Gary Brown, James Castellano, Dominic Romero, Brandon Skalak, and Ryan Endres as Defendants Pursuant to C.R.S. § 24-10-101, <i>et seq.</i> , 18-cv-0664-CMA-MEH
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
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 Adopt the Resolution Regarding Defense and Indemnification of Michael McIntosh, Gary Russell, John Weinstein, Joshua Wright, Patrick Deal, Adam Mohr, Adan Holguin, Gary Brown, James Castellano, Dominic Romero, Brandon Skalak, and Ryan Endres as Defendants Pursuant to C.R.S. § 24-10-101, <i>et seq.</i>

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named as defendants in civil lawsuits.

The County Attorney's Office has reviewed the facts of the above noted lawsuit and has determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Michael McIntosh, Gary Russell, John Weinstein, Joshua Wright, Patrick Deal, Adam Mohr, Adan Holguin, Gary Brown, James Castellano, Dominic Romero, Brandon Skalak, and Ryan Endres.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

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

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF
MICHAEL MCINTOSH, GARY RUSSELL, JOHN WEINSTEIN, JOSHUA WRIGHT,
PATRICK DEAL, ADAM MOHR, ADAN HOLGUIN, GARY BROWN, JAMES
CASTELLANO, DOMINIC ROMERO, BRANDON SKALAK, AND RYAN ENDRES
AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Michael McIntosh, Gary Russell, John Weinstein, Joshua Wright, Patrick Deal, Adam Mohr, Adan Holguin, Gary Brown, James Castellano, Dominic Romero, Brandon Skalak, and Ryan Endres have been sued in the matter of *Julio Baltierra v. Adams County, Colorado, et al.* in the U.S. District Court, Case Number 18-cv-00664-CMA-MEH; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense

for Michael McIntosh, Gary Russell, John Weinstein, Joshua Wright, Patrick Deal, Adam Mohr, Adan Holguin, Gary Brown, James Castellano, Dominic Romero, Brandon Skalak, and Ryan Endres against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of *Julio Baltierra v. Adams County, Colorado, et al.*

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Joseph Archuleta as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-02934-PAB-STV
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
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 Adopt the Resolution Regarding Defense and Indemnification of Joseph Archuleta as a Defendant Pursuant to C.R.S. § 24-10-101, et seq.

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Joseph Archuleta

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

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

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF JOSEPH ARCHULETA AS A DEFENDANT PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Joseph Archuleta has been sued in the matter of *Brian Wayne Costello v. Joseph Archuleta, et al.* in the United States District Court, Case Number 17-cv-02934-PAB-STV; said Defendant, being an employee of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendant appears to have acted within the course and scope of his employment and his actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendant against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendant; and,

WHEREAS, in exchange for such defense, the Defendant is required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendant acknowledges that Adams County may settle on behalf of the Defendant any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Joseph Archuleta against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage

claims against said Defendant in the matter of *Brian Wayne Costello v. Joseph Archuleta, et al.*

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendant and to defend this matter.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Colorado Works and Colorado Child Care Assistance Programs (CCCAP) Memorandum of Understanding (MOU)
FROM: Chris Kline, Director of Human Services
AGENCY/DEPARTMENT: Human Services 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 the MOU with the Colorado Human Services Department for the Colorado Works and the Colorado Child Care Assistance Programs (CCCAP).

BACKGROUND:

The Colorado Department of Human Services requires an MOU between the State and counties for the implementation of the Colorado Works and CCCAP Programs. The State has provided a standard MOU for SFY 2018-2021 for counties to sign.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Colorado Human Services Department (CDHS)

ATTACHED DOCUMENTS:

MOU for Colorado Works and CCCAP
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

Additional Note:

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN
ADAMS COUNTY AND THE STATE OF COLORADO DEPARTMENT OF HUMAN
SERVICES REGARDING THE COLORADO WORKS AND THE COLORADO CHILD
CARE ASSISTANCE PROGRAMS

WHEREAS, Adams County (the County) administers the Colorado Works Program and the Colorado Child Care Assistance Program for eligible families; and,

WHEREAS, the State of Colorado Department of Human Services and the County are statutorily mandated to enter into an annual performance contract for the implementation and administration of the Colorado Works Program and the Colorado Child Care Assistance Program; and,

WHEREAS, the attached Memorandum of Understanding outlines the County's duties and responsibilities in implementing these programs for the time period of July 1, 2018 through June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between Adams County and the State of Colorado Department of Human Services, a copy of which is attached hereto, is hereby approved.

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

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of _____ County, Colorado.

This Memorandum of Understanding (MOU) is made this 1st day of July, 2018 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of _____ County, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Works Program (“Works Program”) and the Colorado Child Care Assistance Program (“Child Care Program”); collectively referred to as the “Programs” for the purposes of this MOU.

CRS 26-2-715 requires CDHS and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program and the Child Care Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County, and neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS 26-2-715

2. TERM

The term of this MOU will be from July 1, 2018 through June 30, 2021



3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Works Program and the Child Care Program using fair and objective criteria, and in compliance with federal law.
- b. The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise provided by law.
- c. The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State or Federal law.
- d. For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e. The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2-712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.
- f. The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS, as specified in CRS 26-2-717. The County must also continue to report to CDHS, as currently required by CRS 26-2-716, 717, and must report to CDHS in the future, as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- g. Counties shall have flexibility in determining the approaches needed to achieve federal and state requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS, within thirty (30) days of adopting aforementioned policies and to update their Child Care Program County plan when changes impact the administration of such program.
- h. The parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to these Programs. Nothing in this MOU gives CDHS the authority to approve, deny or



require any County policies beyond what is required by statute. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director. The County maintains that it will consider such comments in its implementation of these Programs, but is not obligated to incorporate them.

- i. The County will utilize the technical assistance, training and reporting or tracking resource offered by CDHS in order to administer the Programs that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j. The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k. In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

4. OPTIONAL OUTCOME MEASURES

- a. Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.
- b. Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

5. DUTIES OF CDHS

- a. In consultation with the Counties, CDHS will oversee the implementation of the Works Program and the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of



services and the tracking of participants.

- b. CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).
- c. CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

- d. CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).
- e. CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.
- f. CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.



- g. CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h. CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i. CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j. In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k. CDHS exercises the oversight of, and the responsibility for, the development, implementation, maintenance, and enhancement of the Child Care State Benefit System and its application relative to the Child Care Program. The State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility, to the extent allowed by law. Counties will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous decisions resulting in overpayments and subsequent claims, or erroneous decisions resulting in underpayments and subsequent supplemental payments.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Benefits System notices to Child Care Program households is properly the State's liability. The State will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph, as a State Benefit System caused error. This provision does not apply to any errors caused by the County's inaccurate data entry into the system, the County's failure to follow clear, reasonable, and lawful instructions, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rules engine.

- l. CDHS will develop and provide training for Child Care Program staff and provide timely and accurate reports on County performance.
- m. The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required by CRS 26-2-712, et seq.



6. JOINT STATE AND COUNTY DUTIES

- a. The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR and federal improper Payment Error Rate.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.

7. REMEDIATION PLANS

- a. The County, in consultation with CDHS, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Works Program or Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
 - iii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan;
 - iv. Failing to meet Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.

8. SANCTIONS

- a. Subject to the limitations set forth herein, if CDHS is subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Failing to meet the WPR, after the case-load reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
 - ii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan;



- iii. Failing to meet Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.
- b. A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- c. The county will not be sanctioned or required to follow a remediation plan if:
 - i. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
 - ii. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

9. PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

- a. The process for a sanction or remediation plan against the County by CDHS will be as follows:
 - i. CDHS will provide the County written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
 - ii. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, before CDHS imposes the sanction.
 - iii. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms



of this MOU, the County will only be sanctioned for its share of the sanction.

- b. CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, CDHS may not hold the County liable for that sanction.

10. CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

- a. If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS, at its sole discretion, may assume the County's administration and implementation of the Works Program and/or Child Care Program.

In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before CDHS assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program and/or Child Care Program. CDHS is under no obligation to accept or assume the administration of the Works Program and/or Child Care Program.

If CDHS assumes the County's administration and implementation of the Works or Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Programs, in accordance with the formulas described in CRS 26-2-714. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717.

11. DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S., and Part 8 of Article 2 of Title 26, C.R.S. that grant discretion to either party regarding the administration of the Works or Child Care Programs in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

12. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are



severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

13. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, including lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

14. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDHS and the County, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

15. DISPUTE RESOLUTION

- a. Prior to the execution of this document, if the parties are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU, either party may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b. Subsequent to the execution of this document, both parties will work in good faith to resolve a dispute arising from any provision of this executed MOU. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
 - i. Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, in non-binding.



- ii. Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees, and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members, and is non-binding.
 - iii. Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.
- c. None of these options will be a jurisdictional prerequisite to legal action by either party.

REGGIE BICHA

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

Executive Director or Designee

COUNTY OF _____ COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Adams County Head Start's Colorado Preschool Special Education Program Annual Cost Rate Adjustment with School District 27J for PY 2017-2018
FROM: Chris Kline, Director of Human Services Department
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: NA
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution for Head Start to enter into the Colorado Preschool Special Education Program Annual Cost Rate Adjustment with School District 27J for PY 2017-2018

BACKGROUND:

Adams County Head Start would like to enter into the Colorado Preschool Special Education Program Annual Cost Adjustment with School District 27J for PY 2017-2018. Adams County Head Start will have the ability to enroll up to ten (10) student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act. For each child enrolled, School District 27J will pay to Adams County Head Start the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

School District 27J

ATTACHED DOCUMENTS:

Colorado Preschool Special Education Program Annual Cost Rate Adjustment with School District 27J for PY 2017-2018
Resolution

FISCAL IMPACT:

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

Fund: 31**Cost Center:** 935118

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5230		\$21,603.20
Total Revenues:			<u>\$21,603.20</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7005	5000	\$21,603.20
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$21,603.20</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING THE COLORADO PRESCHOOL
SPECIAL EDUCATION PROGRAM ANNUAL COST RATE ADDENDUM
AGREEMENT BETWEEN ADAMS COUNTY HEAD START AND SCHOOL
DISTRICT 27J FOR 2017-2018**

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

WHEREAS, pursuant to the agreement, School District 27J will provide ten (10) Colorado Preschool Special Education Program slots at \$2,160.32 per enrollee to Adams County Head Start to provide services for children.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement between Adams County Head Start and School District 27J for 2017-2018 be approved.

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



SCHOOL DISTRICT 27J

"Reaching Out In All Directions"

18551 East 160th Avenue
Brighton, CO 80601-3295
(303) 655-2900 FAX (303) 655-2870
Chris Fiedler, Ed. D. Superintendent

Annual Cost Rate Addendum Agreement between
School District 27J and Adams County Head Start Brighton Site
Colorado Preschool Special Education Program
2017-2018

THIS AGREEMENT is entered into this first day of August 2017 by and between Adams County Head Start Brighton Site and Adams County School District No. 27J. In Consideration for the mutual covenants and obligations set forth in the Cooperative Agreement, the parties hereto agree and stipulate to the following:

1. Adams County Head Start Brighton Site shall have the ability to enroll up to ten (10) student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act (IDEA). These children must be three years or older during the 2017-2018 school year and have an active Individual Education Plan (IEP).
2. For each child so enrolled, District 27J will pay to Adams County Head Start Brighton Site the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee. School District 27J will compensate Adams County Head Start Brighton Site for enrollees who are absent for 5 or less days within a given month. Enrollees who are absent for 6 or more days, will not receive compensation for those days missed.
3. School District 27J shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start Brighton Site no later than the fifteenth of the month in accordance with the Invoice presented. Adams County Head Start Brighton Site Invoice will include full names and attendance information of all IEP students served at the site for the program month billed.
4. School District 27J shall provide the specialized instructional services and supports as documented within the child's IEP during the time the child is in attendance in the Adams County Head Start Brighton Site.
5. Brighton Head Start shall abide by all requirements of the Colorado Preschool Program Act, Section 22-28-109, et seq., C.R.S. and all rules and regulations hereunder, including the following:
 - (a) Adams County Head Start Brighton Site will provide a quality program which meets the requirements of Section 22-28-108(1) and (2), C.R.S., and will provide any information about the program School District 27J deems necessary to ensure that Adams County Head Start Brighton Site is complying with those requirements.
 - (b) Adams County Head Start Brighton Site assures the District that the services provided to each child under this agreement are in addition to services that Brighton Head Start is otherwise providing and that any payments made under this agreement to Brighton Head Start do not supplant monies available to it to fund other services provided by Adams County Head Start Brighton Site.

Adams County School District No. 27J

By: 

Mary Gomez, Director of Special Education


Adams County Head Start Brighton Site

By: _____

Adams County Chairperson Board of Commissioners

By: 

Lori Shiek, Chief of Finance





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Additional Motor Vehicle Self Service Kiosks
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: May 15 & May 22 during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two with Intellectual Technology, Inc., to provide four additional motor vehicle self service kiosk at various locations throughout Adams County.

BACKGROUND:

Pursuant to Colorado Revised Statute § 42-1-231, County Clerk and Recorders are authorized to conduct kiosk pilot programs utilizing a private contractor to provide onsite motor vehicle registration renewal services. The intent of these kiosks is to provide an alternative service delivery option to citizens to reduce the amount of over the counter renewals and decrease customer wait times. In 2016 Arapahoe County issued a formal Request for Proposal (RFP) seeking a qualified contractor to provide their Motor Vehicle locations with self service kiosks as part of this pilot program and subsequently awarded an agreement to Intellectual Technology, Inc., on October 19, 2016. In 2017, the Adams County Clerk and Recorder's Office also became interested in conducting a similar pilot program at the Westminster Motor Vehicle location and was granted approval by the Adams County Board of County Commissioners on June 27, 2017 to adopt a similar program utilizing the award made by Arapahoe County.

On January 16, 2018, The Clerk and Recorder and Intellectual Technology, Inc., mutually agreed to expand the services of the kiosks to include other counties as part of a customer service initiative to allow for the renewal of vehicle registrations for citizens who are not residents of Adams County. With the expanded services now operational, the parties are seeking to install four more kiosks at various non motor vehicle locations, such as King Soopers, throughout Adams County in order to reach a greater customer base.

Request

The Clerk is requesting that 4 additional kiosks be provided by ITI at no cost to the county and be installed at the King Soopers located at 104th and Chambers in Commerce City, and the North Pecos, Brighton, and Commerce City Motor Vehicle locations with intention of moving the kiosks to King Soopers locations within 8 months.

The Clerk is requesting the county absorb the \$3 transaction processing fee.

Reasoning

The Clerk believes that installing the additional kiosks will have two immediate positive effects. First, by reducing the demand on staff at motor vehicle branches during the new DRIVES system implementation and second, by familiarizing and exposing citizens to the kiosks. Once citizens use this service, they will be much more likely to use the kiosks at King Soopers locations in the future.

Additionally, given that the number of motor vehicle transactions have continued to grow by over 100,000 each of the last 3 years, the Clerk cannot continue to meet ever-growing demands without increasing staff. Motor Vehicle revenue has increased over \$500,000 in the last 3 years. Processing transactions remotely through the kiosks will free up line staff to focus on more complex services. Additional kiosks are one tool the Clerk can use to help maintain staffing levels while transaction counts increase.

Fiscal Justification

The County retains \$4 from every motor vehicle transaction, called the Clerk Hire fee, with Adams County residents, including kiosk transactions. This revenue will offset the transaction processing fee.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Clerk and Recorder's Office – Motor Vehicle 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: 1**Cost Center: 1023**

	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:	7685		*See Note
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 AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND INTELLECTUAL TECHNOLOGY, INC., FOR ADDITIONAL
SELF SERVICE KIOSKS

WHEREAS, pursuant to Colorado Revised Statute § 42-1-231, the Adams County Clerk and Recorder is authorized to conduct a kiosk pilot program using a private contractor to provide motor vehicle registration services; and,

WHEREAS, Intellectual Technology, Inc., (Contractor) was awarded the contract with Arapahoe County and has successfully created and implemented the only motor vehicle self service kiosks for use in the State of Colorado; and,

WHEREAS, on June 27, 2017, the Adams County Clerk and Recorder's Office was granted approval by the Adams County Board of County Commissioners to utilize the Arapahoe County agreement with Contractor to conduct a similar pilot program at Adams County Motor Vehicle Department's Westminster location; and,

WHEREAS, on January 16, 2018, the County and Contractor amended the agreement to expand the kiosk services to allow for the renewal of vehicle registrations by citizens who are not residents of Adams County; and,

WHEREAS, the County and Contractor mutually desire to operate additional self services kiosks at various County and non-County locations; and,

WHEREAS, the County will pay the contractor at the rates listed in Amendment Two.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two with Intellectual Technology, Inc., for expanded services on the motor vehicle self service kiosk 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 29, 2018
SUBJECT: Pregnancy Prevention Services - TANF Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Human Services Department, Workforce and Business Center (TANF)
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 proposal award with Friends First, Inc., to provide pregnancy prevention services for Temporary Assistance to Needy Families (TANF) in Adams County.

BACKGROUND:

Adams County's Human Services Department currently provides programs that are designed to reduce the incidence of out-of-wedlock pregnancies. The Human Services Department (HSD) received a Temporary Assistance for Needy Families (TANF) Block Grant from the Federal Government to assist with the goals of the Human Services Department (HSD) Workforce and Business Center.

A Request for Proposal was solicited through the Rocky Mountain E-Purchasing System and responses were opened on January 2, 2018. One proposal was submitted from Friends First, Inc., located in Greenwood Village, Colorado. After a thorough evaluation of the proposal, HSD confirmed that the Friends First, Inc., submittal was responsive, responsible, and in the best interest of the County. HSD recommends awarding an initial one (1) year agreement with two (2) one-year renewal options.

The Human Services Department TANF Block Grant will assist the Workforce and Business Center (TANF) program in 2018 by providing services at Adams City Middle School, Bennett High School, Bennett Middle School, Global Leadership Academy, and Stuart Middle School. These services will include Adult Identity Mentoring (AIM) curriculum during the school day, the Students Teaching About Relationships and Success (STARS) mentoring program will be provided during and after school hours. A parent education component has been added to invited parents to attend three evening sessions. These three assemblies will be provided to encourage parents to support their kids in achieving their goals.

The grant will provide eighty-five (85%) percent Federal funding, with Adams County responsible for the remaining fifteen (15%) percent.

The cost for the first year of the agreement will be in the amount of two hundred forty-two thousand, nine hundred, sixty-nine dollars and sixty-eight cents (\$242,969.68). The service effective date will begin June 1, 2018, through May 31, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Workforce and Business Center (TANF)

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 15
Cost Center: 3070 i871 4180

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$206,524.23
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$206,524.23</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$242,969.68
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>\$242,969.68</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT BETWEEN ADAMS COUNTY AND
FRIENDS FIRST, INC., TO PROVIDE PREGNANCY PREVENTION SERVICES
FOR TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

WHEREAS, Friends First, Inc., submitted a proposal to provide pregnancy prevention services for Temporary Assistance to Needy Families (TANF) in Adams County; and,

WHEREAS, the pregnancy prevention program is being funded eighty-five (85%) percent by a federal grant, with Adams County responsible for the remaining fifteen (15%) percent; and,

WHEREAS, Friends First, Inc., agrees to provide the services for a total amount of \$242,969.68 for the first year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Friends First, Inc., to provide pregnancy prevention services for Temporary Assistance to Needy Families (TANF).

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Agreement with Friends First, 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 29, 2018
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 One 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 4.35% for the 2018/2019 renewal year. Staff feels the increase is fair and reasonable as the Denver/Boulder/Greeley Consumer Price Index for the second half of 2017 was at 3.7% and the yearly minimum wage increases of approximately 9.5%.

The recommendation is to approve Amendment One to renew the custodial cleaning services agreement with Commercial Cleaning Systems in the not to exceed amount of \$966,436.08. This renewal is the first 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		1,072,162.00
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/>

New FTEs requested: ☐ YES ☒ NOFuture Amendment Needed: ☐ YES ☒ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND 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 an increase of 4.35% to the current contract, in the not to exceed amount of \$966,436.08 for the renewal year.

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

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: On-Call Painting Services Countywide Projects
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:
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 Southwestern Painting Services, Inc., to provide on-call painting services for various countywide projects.

BACKGROUND:

The Adams County Facilities and Fleet Management Department is responsible for various countywide painting projects. The projects allocated for completion in 2018 include, but are not limited to; the County Detention Center Module Pods, Laundry Floor and Booking Canopy Poles; the County Fairground Maintenance Shop, Waymire Dome and Barn Number Four (4); the County Government Center Work Force area, Brantner Gulch conference rooms, and second, third, and fourth floor Government Center towers.

A formal Request for Proposals (RFP) for on-call painting services was solicited on March 20, 2018, utilizing the Rocky Mountain Purchasing System (BidNet). Three (3) proposals were received on April 9, 2018, from the following firms:

- ❖ Southwestern Painting Services, Inc.
- ❖ Gonzales Custom Painting, Inc.
- ❖ Certapro Painters

After a thorough review, the evaluation team deemed Certapro Painters non-responsive and determined the submitted proposal from Southwestern Painting Services, Inc., to be the best value to Adams County in the fair and reasonable not to exceed amount of \$350,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department

ATTACHED DOCUMENTS:Resolution
Summary Sheet**FISCAL IMPACT:**

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

Fund:00001**Cost Center: 1130**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7845		\$483,500
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$483,500

New FTEs requested: ☐ YES ☒ NOFuture Amendment Needed: ☐ YES ☒ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND
SOUTHWESTERN PAINTING, INC., FOR COUNTYWIDE ON-CALL PAINTING
SERVICES**

WHEREAS, Southwestern Painting, Inc., submitted a proposal for Countywide On-Call Painting Services for the Facilities and Fleet Management Department; and,

WHEREAS, Southwestern Painting, Inc., is deemed the lowest most responsive and responsible proposer; and,

WHEREAS, the Facilities and Fleet Management Department would like to award the agreement to Southwestern Painting, Inc., in the not to exceed amount of \$350,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Southwestern Painting Services, Inc., for Countywide On-Call Painting Services be approved.

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

RFP #2018.604 - ON-CALL PAINTING SERVICES EVALUATION SUMMARY SHEET

CONTRACTOR: SOUTHWESTERN PAINTING, INC.

CATEGORY: (project specific)	Total Available Weighted Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4				CATEGORY TOTALS	COST
PROJECT OVERVIEW	35	24.5	28	31.5	28				112	Pricing based on service rates per task item and square foot.
CORE SERVICE DELIVERABLES: Scope / Specification Requirements	30	21	2.4	24	24				71.4	
REFERENCE INFORMATION	25	20	17.5	20	22.5				80	
ADDITIONAL INFORMATION: Understanding of Project Service Levels	10	8	7	8	8				31	
TOTALS:	100	73.5	54.9	83.5	82.5				294.4	

TOTAL SCORE:

294.4

AVG. SCORE:

74

CONTRACTOR: GONZALES CUSTOM PAINTING, INC.

CATEGORY: (project specific)	Total Available Weighted Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4				CATEGORY TOTALS	COST
PROJECT OVERVIEW	35	21	24.5	17.5	17.5				80.5	Pricing based on service rates per task item and square foot.
CORE SERVICE DELIVERABLES: Scope / Specification Requirements	30	15	21	24	15				75	
REFERENCE INFORMATION	25	15	15	12.5	7.5				50	
ADDITIONAL INFORMATION: Understanding of Project Service Levels	10	3	5	0	5				13	
TOTALS:	100	54	65.5	54	45				218.5	

TOTAL SCORE:

218.5

AVG. SCORE:

55



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: 2018 Miscellaneous Concrete and ADA Ramps 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: N/A
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 H&A Concrete Sawing, Inc., for the 2018 Miscellaneous Concrete and ADA Ramps Program.

BACKGROUND:

The Public Works Department (Public Works) anticipates improving and increasing Americans with Disabilities Act (ADA) accessibility by removing the existing ramps, installing new ADA ramps, and a few curb ramps along Broadway Street and Conifer Road between US-36 and West 84th Avenue. The 2018 Miscellaneous Concrete and ADA Ramps Program consists of design and construction engineering for new ADA ramps as well as improving damaged and safety related miscellaneous concrete in unincorporated Adams County.

The Invitation for Bid for the 2018 program was solicited through the Rocky Mountain e-Purchasing System. Bids were opened on April 25, 2018, and five bids were submitted. After verifying the unit prices, Public Works confirmed that H&A Concrete Sawing, Inc., is the lowest, responsive, and responsible bidder.

Bidder	Total Bid
H&A Concrete Sawing, Inc.	\$944,528.00
Silva Construction, Inc.	\$972,453.80
Villalobos Concrete	\$1,078,767.10
ABCO Contracting, Inc.	\$1,144,887.80
Jalisco International	\$1,275,780.80

Public Works recommends awarding the 2018 Miscellaneous Concrete and ADA Ramps Program to H&A Concrete Sawing, Inc., in the not to exceed amount of \$944,528.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

Maps

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: 3055 & 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7826		\$450,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$1,450,000</u>

New FTEs requested: ☐ YES ☒ NOFuture Amendment Needed: ☐ YES ☒ NO**Additional Note:**

**RESOLUTION AWARDING AN AGREEMENT BETWEEN ADAMS COUNTY AND
H&A CONCRETE SAWING, INC., FOR THE 2018 MISCELLANEOUS CONCRETE
AND THE AMERICANS WITH DISABILITIES ACT (ADA) RAMPS PROGRAM**

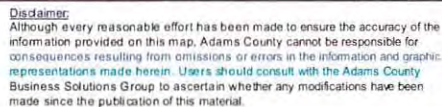
WHEREAS, H&A Concrete Sawing, Inc., submitted a bid for the 2018 Miscellaneous Concrete and ADA Ramps Program for the Public Works Department; and,

WHEREAS, H&A Concrete Sawing, Inc., is the lowest responsive and responsible bidder; and,

WHEREAS, H&A Concrete Sawing, Inc., agrees to provide the services set forth in the bid materials, in the not to exceed amount of \$944,528.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to H&A Concrete Sawing, Inc., under the terms and conditions listed in the bid materials.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with H&A Concrete Sawing, Inc., for said work, after negotiation and approval as to form is completed by the County Attorney's Office.



● Curb Ramp Replacement





2018 MISCELLANEOUS CONCRETE - AREA 1



Disclaimer:
Although every reasonable effort has been made to ensure the accuracy of the information provided on this map, Adams County cannot be responsible for consequences resulting from omissions or errors in the information and graphic representations made herein. Users should consult with the Adams County Business Solutions Group to ascertain whether any modifications have been made since the publication of this material.

Adams County Business Solutions Group
4430 South Adams County Parkway, 1st Floor
Brighton, CO 80601 Tel: 720.523.6800
www.adcgov.org/gis
Map Prepared: 3/29/2018

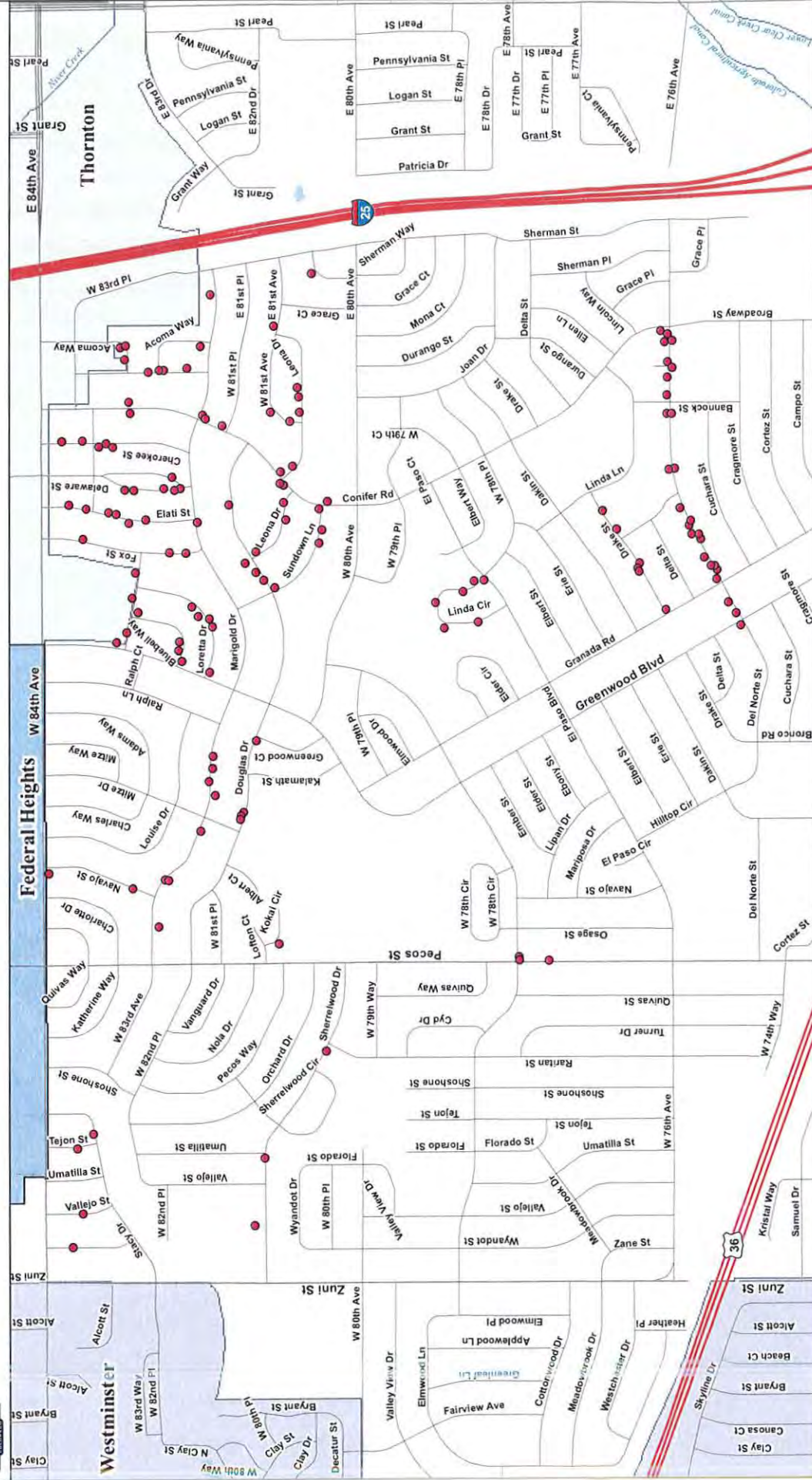
W 70th Ave and Pecos St
South of Hwy 36

● Concrete Replacement

0 180 360 Feet



2018 MISCELLANEOUS CONCRETE - AREA 2



0 385 770 Feet

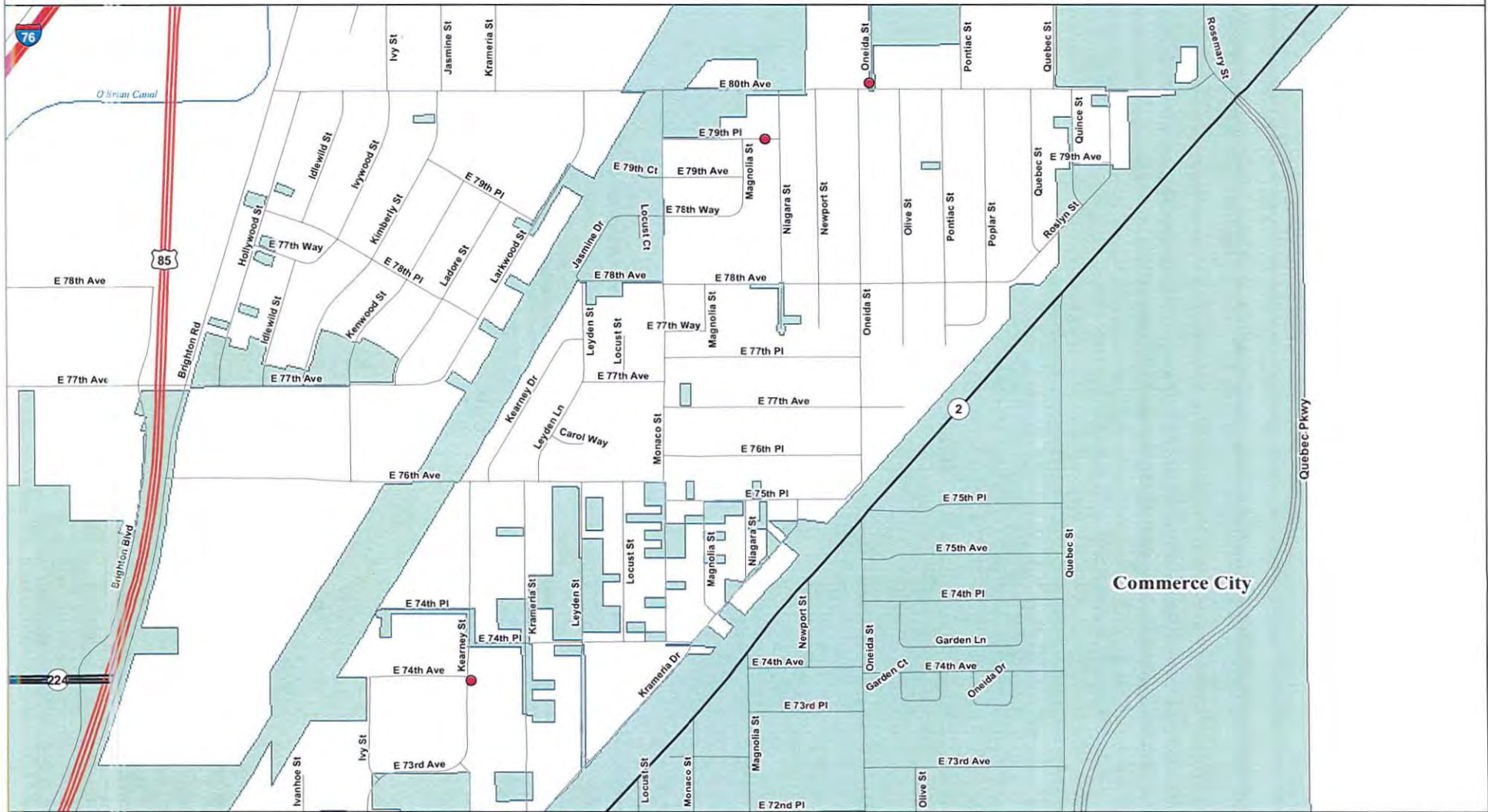
Zuni St to Sherman St
Hwy 36 to W 84th Ave

Adams County Business Solutions Group
4430 South Adams County Parkway, 1st Floor
Brighton, CO 80601 Tel: 720.523.6800
www.adco.gov.org
Map Prepared: 3/29/2018

Disclaimer:
Although every reasonable effort has been made to ensure the accuracy of the information provided on this map, Adams County cannot be held responsible for any errors or omissions. Users should consult with the Adams County Business Solutions Group to ascertain whether any modifications have been made since the publication of this material.



2018 MISCELLANEOUS CONCRETE - AREA 3



Disclaimer:
Although every reasonable effort has been made to ensure the accuracy of the information provided on this map, Adams County cannot be responsible for consequences resulting from omissions or errors in the information and graphics representations made herein. Users should consult with the Adams County Business Solutions Group to ascertain whether any modifications have been made since the publication of this material.

Adams County Business Solutions Group
4430 South Adams County Parkway, 1st Floor
Brighton, CO 80601 Tel: 720.523.6800
www.adcogov.org/gis
Map Prepared: 3/29/2018

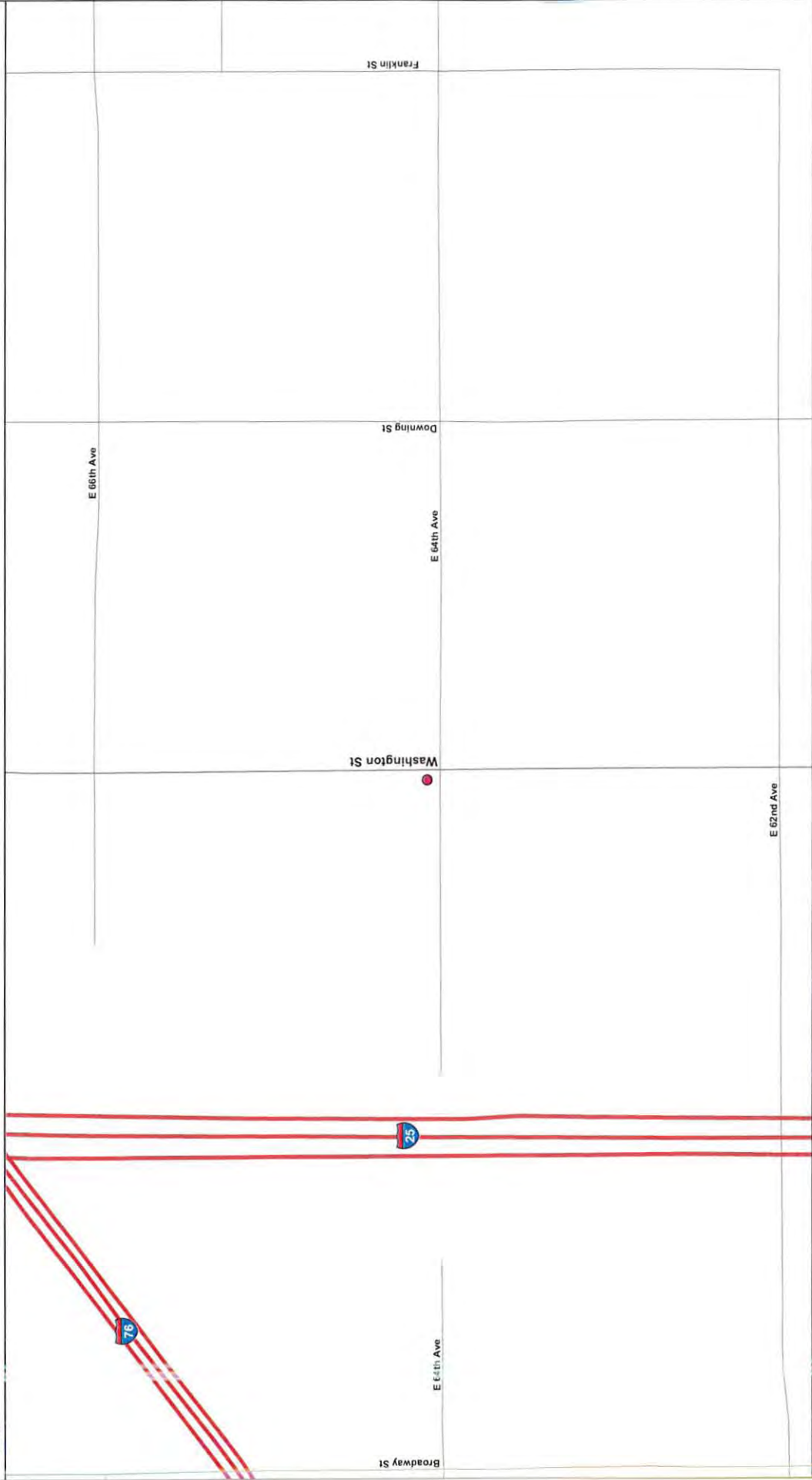
Dupont Area

● Concrete Replacement

0 310 620 Feet



2018 MISCELLANEOUS CONCRETE - AREA 4



Disclaimer: Adams County has been made to ensure the accuracy of the information provided on this map. Adams County cannot be responsible for consequences resulting from omissions or errors in the information and graphic representations made herein. Users should consult with the Adams County Engineer for any discrepancies before using this material.

Adams County Business Solutions Group
 4400 South Adams Blvd
 Brighton, CO 80601 Tel: 724.523.6800
www.adco.gov.org/pls
 Map Prepared: 3/30/2018

E 64th Ave & Washington St

Concrete Replacement

0 175 350 Feet



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Resolution Approving Option Letter #1 for Attachment-C AAA Supplemental Contract Information between the Denver Regional Council of Governments and Adams County for the A-Lift Community Program Contract
FROM: Rebecca Zamora
AGENCY/DEPARTMENT: County Managers Office
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

DRCOG is currently reversing the 10% grant reduction it required in February 2018. DRCOG is reinstating \$39,000.00 bringing Adams County's grant back to its original August 15, 2017 contract amount of \$390,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

A-Lift partners include the City of: Arvada, Aurora, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster.

ATTACHED DOCUMENTS:

1. Public Hearing Agenda Item Form
2. A-Lift Memo
3. Attachment C-Supplemental Contract Information Form
4. Resolution Approving Attachment C- Supplemental 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:			

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

RESOLUTION APPROVING OPTION LETTER #1 FOR ATTACHMENT-C AAA
SUPPLEMENTAL CONTRACT INFORMATION BETWEEN THE DENVER REGIONAL
COUNCIL OF GOVERNMENTS AND ADAMS COUNTY FOR THE A-LIFT COMMUNITY
PROGRAM CONTRACT

WHEREAS, Adams County, in partnership with the cities of Arvada, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster, works together with the Denver Regional Council of Governments (DRCOG) contractually to coordinate the A-Lift program, a transit service for seniors and special needs residents in Adams County; and,

WHEREAS, DRCOG and Adams County entered into a fiscal contract on August 15, 2017, to manage Title III funding in the amount of \$390,000.00 for the A-Lift Program; and,

WHEREAS, it is acknowledged that DRCOG took precautionary measures in 2017 and early 2018 to ensure that it is a conservative steward of remaining Title III funds until a new Federal budget is adopted; and,

WHEREAS, DRCOG has provided the County with supplemental contract information and is now reinstating the full contract amount of \$390,000.00; and,

WHEREAS, all supporting parties of the A-Lift program want to continue a positive relationship with DRCOG and work together to provide transportation services to our residents; and,

WHEREAS, it is acknowledged that signing this Option Letter #1 ensures full funding for the A-Lift Transit program.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Option Letter #1 between Adams County and the Denver Regional Council of Governments, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Option Letter #1 on behalf of Adams County.

Memo



Department of Regional Affairs

To: Board of County Commissioners
From: Rebecca Zamora
CC: Ray Gonzales
Date: 5/15/2018
Re: RESOLUTION FOR AMENDMENT NO.3 REVERSING AMENDMENT 2 FOR THE CONTRACT BY AND BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) AND ADAMS COUNTY FOR A-LIFT COMMUNITY TRANSIT PROGRAM CONTRACT

Comments: DRCOG is currently reinstating the 10% grant reduction it required in February 2018. DRCOG is reinstating \$39,000.00 bringing Adams County's grant back to its original August 15, 2017 contract amount of \$390,000.00.

Attachment C - AAA Supplemental Contract Information

Provider:	Adams County for A-LIFT Community Transit
Contract Title:	A-LIFT Community Transit Program
Contract Number:	EX17003

Service	Contracted Funds	Local Cash	Local In Kind	Reimbursement Rate	Program Income
Current: Assisted Transportation- Project 624018	\$351,000.00	\$39,000.00	\$0.00	\$23.40	\$4,500.00
Contract Totals	\$351,000.00	\$39,000.00	\$0.00		\$4,500.00
Revised: Assisted Transportation- Project 624018	\$390,000.00	\$43,333.33	\$0.00	\$23.40	\$5,000.00
Contract Totals	\$390,000.00	\$43,333.33	\$0.00		\$5,000.00

	Current	Revised
Total Unduplicated Clients	405	450

Scope/Units

Service	Adams	Arapahoe	Broomfield	Clear Creek	Denver	Douglas	Gilpin	Jefferson	Total Units
Current - Assisted Transportation	14,460	450	90	-	-	-	-	-	15,000
Revised - Assisted Transportation	16,067	500	100	-	-	-	-	-	16,667

Non-compensated Units

Service	Current - Units	Revised - Units
Information and Assistance	900	1000
Outreach	450	500

Service Definition

Compensated

Assisted Transportation: Unit: 1 One-way trip

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

Non-compensated

Information and Assistance: Unit: 1 Contact

A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Outreach: Unit: 1 Contact

Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.

OPTION LETTER #1

THIS OPTION LETTER is made and entered into this _____ day of _____, 2018 by and between Denver Regional Council of Governments ("DRCOG") and Adams County (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: A-Lift Community Transit Program

Original Contract Date: 6/30/17

Contract Number: EX17003

Project Number: 624018

Contractor Address: 4430 South Adams County Parkway, Fifth Floor, Brighton, Colorado 80601

Term End Date June 30, 2018

Amended funding and scope/units are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

ADAMS COUNTY

By: _____
Douglas W. Rex
Executive Director

By: _____

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: Adams County Head Start's (ACHS) Colorado Department of Public Health & Environment – Child and Adult Care Food Program (CACFP) Contract Amendment
FROM: Chris Kline, Director of Human Services Department
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Approve the resolution to amend the contract between Adams County Head Start's (ACHS) Colorado Department of Public Health & Environment – Child and Adult Care Food Program (CACFP)

BACKGROUND:

Adams County Head Start is submitting a contract amendment to the Colorado Department of Public Health & Environment - Child and Adult Care Food Program. The purpose of the amendment is to update the original contract to reflect Adams County's change of address.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Colorado Department of Public Health & Environment

ATTACHED DOCUMENTS:

Colorado Department of Public Health and Environment – Child and Adult Care Food Program Contract Amendment
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

Additional Note:

**RESOLUTION APPROVING CONTRACT AMENDMENT #2 BETWEEN
ADAMS COUNTY AND THE COLORADO DEPARTMENT OF PUBLIC
HEALTH AND ENVIRONMENT FOR THE CHILD AND ADULT CARE FOOD
PROGRAM**

WHEREAS, On May 1, 2010, Adams County entered into a contract with the Colorado Department of Public Health and Environment for the Child and Adult Care Food Program for Head Start; and,

WHEREAS, the purpose of Contract Amendment #2 is to update the original contract to reflect Adams County's change of address.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that Contract Amendment #2 between Adams County and the Colorado Department of Public Health & Environment for the Child and Adult Food Care Program be approved.

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

DEPARTMENT OR AGENCY NAME
**COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
FHLA-CACFP**

DEPARTMENT OR AGENCY NUMBER
FAAA

CONTRACT AMENDMENT ROUTING NUMBER
18-109431
To Original Contract Routing Number
11-13555

CONTRACT AMENDMENT #2

This Contract Amendment is made on April 18, 2018, by and between the State of Colorado, acting by and through the DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, whose address or principal place of business is 4300 Cherry Creek Drive South, Denver, Colorado 80246, hereinafter referred to as the "State"; and, ADAMS COUNTY BOARD OF COMMISSIONERS, HEAD START (a political subdivision), whose address or principal place of business is 4430 South Adams County Parkway, Brighton, CO, 80601, formerly known as 450 South 4th Avenue, Brighton, CO, 80601, hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a contract dated May 1, 2010, with blanket contract encumbrance number CFP11000001, and contract routing number 11 FLA 13555, hereafter referred to as the "Original Contract", whereby the Contractor was to provide to the State the following:

Carry out objectives of Section 17 of the National School Lunch Act, as amended, the regulations governing the Child and Adult Care Food Program issued thereunder (7 CFR 226), and Section 17 of Public Law 105-336, also known as "The Child Nutrition Reauthorization Act of 1998."

Changes were required to change the Contractor's legal address.

The State hereby exercises a "no cost" change within the current term of the Original Contract.

NOW THEREFORE, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Contract Amendment to the Original Contract consists of the payments and services that shall be made pursuant to this Contract Amendment, and promises and agreements herein set forth.
2. It is expressly agreed to by the parties that this Contract Amendment is supplemental to the Original Contract, contract routing number 11 FLA 13555, as amended by Contract Amendment No. 1 with contract routing number 16 FHLA 78603, collectively referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Contract Amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is expressly agreed to by the parties that the Original Contract is and shall be modified, altered, and changed in the following respects only:
 - A. The Contractor's address in the Original Contract, contract routing number 11 FLA 13555, dated May 1, 2010, is hereby changed from 450 South 4th Avenue, Brighton, CO, 80601 to the Contractor's new address of 4430 South Adams County Parkway, Brighton, CO, 80601.

The Original Contract is modified accordingly. All other terms and conditions of the Original Contract are reaffirmed.

4. The Effective Date of this Contract Amendment is May 26, 2018, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.
5. Except for the General Provisions and Special Provisions of the Original Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Contract Amendment and any of the terms and provisions of the Original Contract, the terms and provisions of this Contract Amendment shall in all respects supersede, govern, and control. The Special Provisions shall always control over other provisions of the Original Contract or any subsequent amendments thereto. The representations in the Special Provisions to the Original Contract concerning the absence of personal interest of state of Colorado employees are presently reaffirmed.
6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

SIGNATURE PAGE

Contract Routing Number 18 FHILA 109431

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AMENDMENT

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

CONTRACTOR
ADAMS COUNTY BOARD OF COMMISSIONERS
HEAD START

A Political Subdivision

STATE OF COLORADO
John W. Hickenlooper, Governor

Colorado Department of Public Health and Environment
Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

Print Name of Authorized Individual

Print Title of Authorized Individual

Signature of Authorized Individual

Date


By: _____

Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment
Audrey Christensen
CACFP Fiscal Administrator

By: _____


Signature of Authorized CDPHE Program Approver

Date

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: _____

Signature – Senior Assistant Attorney General

Date

In accordance with §24-30-202 C.R.S., this Contract Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Effective Date: _____

LCO 5/2/18

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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 29, 2018
SUBJECT: 7190 Colorado Boulevard (former HSB) – Contract to Buy and Sell Real Estate
FROM: Nicci Beauprez, Land & Asset Coordinator, Facilities and Fleet Management, and; Sean Braden, Manager of Planning, Design & Construction, Facilities and Fleet Management
HEARD AT STUDY SESSION ON: Multiple Previous Occasions
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Contract to Buy and Sell Real Estate for 7190 Colorado Boulevard to Urban Land Conservancy.

BACKGROUND:

With the relocation of staff and services to the Human Services Center this past September 2017, the facility known as Human Services Building (HSB) at 7190 Colorado Boulevard has been vacated. With assistance from our commercial broker, Guidance Corporate Realty, significant efforts have been undertaken to market and solicit the facility for sale since 2016. Various interested parties have expressed interest since the initial offering, and the County has received two offers over the past several months.

Urban Land Conservancy (ULC) is currently offering \$3,800,000 to purchase the top 4 floors of the six story building, as well as the surrounding property. The County will retain the first and second floors as well as the basement space. All floors will be subject to a Condominium Association that will be mutually developed between the County and ULC, and include shared common spaces for access and maintenance. The agreement also requires that this association and related terms and conditions are developed within 90 days of approval of the Purchase Agreement. Our broker has expressed that the proposed Purchase Price is within the fair market value for this facility type and location.

Recommendation is to approve the sale of this facility according to the purchase agreement and subsequent Condominium Association.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
County Manager's Office

ATTACHED DOCUMENTS:

Resolution
Agreement

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING CONTRACT TO BUY AND SELL REAL ESTATE
BETWEEN ADAMS COUNTY AND URBAN LAND CONSERVANCY FOR A PORTION
OF THE PROPERTY LOCATED AT 7190 COLORADO BOULEVARD, COMMERCE
CITY, COLORADO**

WHEREAS, Adams County owns the commercial building and land located at 7190 Colorado Boulevard, Commerce City, Colorado ("Property"); and,

WHEREAS, by means of the attached Contract to Buy and Sell Real Estate, Adams County wishes to sell floors three through six of the building and all the surrounding land on the Property to the Urban Land Conservancy ("Buyer") and to retain the remainder of the Property after converting the Property into condominium units; and,

WHEREAS, the sale price for the portion of the Property conveyed to Buyer is three million eight hundred thousand dollars.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Contract to Buy and Sell Real Estate between Adams County and the Urban Land Conservancy, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Contract to Buy and Sell Real Estate on behalf of Adams County.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-15) (Mandatory 1-16)

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

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)**
☒ **Property with No Residences**
☐ **Property with Residences-Residential Addendum Attached**

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Urban Land Conservancy, a Colorado nonprofit corporation, or its permitted assigns,
will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** _____.

2.2. No Assignability. This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Seller, Adams County, Colorado, a governmental entity, is
the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Adams, Colorado:
That certain "Buyer's Unit" in the to-be-formed common interest community, as set forth in the Addendum attached hereto, which
Purchaser's Unit shall be comprised of floors 3, 4, 5 & 6 in the six story building located on the land described on Exhibit A attached
hereto, totaling approximately 46,000 square feet, together with the land surrounding such building estimated to contain 4.73 acres

known as No. 7190 Colorado Boulevard, Commerce City, Colorado 80022,
Street Address City State Zip

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

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

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are
included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside
telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems,
built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers
(including _____ remote controls). If checked, the following are owned by the Seller and included (leased items should be listed
under **Due Diligence Documents**): ☐ **None** ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems**
(including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items
are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the
following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings,
blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates,
heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and
clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____.
Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the
Purchase Price:

54
55
56
57 **2.5.5. Parking and Storage Facilities.** ☐ Use Only ☐ Ownership of the following parking facilities:

58 ; and ☐ Use Only ☐ Ownership of the following storage facilities: _____.

59 **2.6. Exclusions.** The following items are excluded (Exclusions):

60
61
62 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

63 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

64
65
66 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

67 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,
68 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

69
70
71 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
72 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household
73 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
74 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
75 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
76 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
77 Permit # is _____.

78 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

79
80
81
82 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
83 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
84 applicable legal instrument at Closing.

85 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	3 business days MEC
		Title	
2	§ 8.1	Record Title Deadline	15 days MEC
3	§ 8.2	Record Title Objection Deadline	80 days MEC
4	§ 8.3	Off-Record Title Deadline	15 days MEC
5	§ 8.3	Off-Record Title Objection Deadline	80 days MEC
6	§ 8.4	Title Resolution Deadline	90 days MEC
7	§ 8.6	Right of First Refusal Deadline	n/a
		Owners' Association	
8	§ 7.3	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Objection Deadline	n/a
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	15 days MEC
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	30 days MEC
12	§ 5.2	Loan Objection Deadline	90 days MEC
13	§ 5.3	Buyer's Credit Information Deadline	20 days MEC
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	30 days MEC
15	§ 5.4	Existing Loan Documents Deadline	n/a
16	§ 5.4	Existing Loan Documents Objection Deadline	n/a
17	§ 5.4	Loan Transfer Approval Deadline	n/a
18	§ 4.7	Seller or Private Financing Deadline	90 days MEC

		Appraisal	
19	§ 6.2	Appraisal Deadline	75 days MEC
20	§ 6.2	Appraisal Objection Deadline	85 days MEC
21	§ 6.2	Appraisal Resolution Deadline	90 days MEC
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	80 days MEC
23	§ 9.3	New ILC or New Survey Objection Deadline	85 days MEC
24	§ 9.4	New ILC or New Survey Resolution Deadline	90 days MEC
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	85 days MEC
26	§ 10.3	Inspection Resolution Deadline	90 days MEC
27	§ 10.5	Property Insurance Objection Deadline	90 days MEC
28	§ 10.6	Due Diligence Documents Delivery Deadline	20 days MEC
29	§ 10.6	Due Diligence Documents Objection Deadline	80 days MEC
30	§ 10.6	Due Diligence Documents Resolution Deadline	90 days MEC
31	§ 10.6	Environmental Inspection Objection Deadline	90 days MEC
32	§ 10.6	ADA Evaluation Objection Deadline	90 days MEC
33	§ 10.7	Conditional Sale Deadline	n/a
34	§ 11.1	Tenant Estoppel Statements Deadline	n/a
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	n/a
		Closing and Possession	
36	§ 12.3	Closing Date	15 days after Inspection Objection Deadline
37	§ 17	Possession Date	Closing Date
38	§ 17	Possession Time	
39	§ 28	Acceptance Deadline Date	
40	§ 28	Acceptance Deadline Time	
41	§30.7	ULC Board Approval Date	Inspection Objection Deadline
42	§30.7	Acceptance Deadline Time	Inspection Objection Deadline

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 3,800,000.00	
2	§ 4.3	Earnest Money		\$ 75,000.00
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 3,725,000.00
10		TOTAL	\$ 3,800,000.00	\$ 3,800,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ _____ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a wire transfer of funds _____, will be payable to and held by Land Title Guarantee Company _____ (Earnest Money Holder), in its trust account, on behalf of

both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

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

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

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

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

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☐ Does ☒ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

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

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:
☐ Conventional ☐ Other _____

4.6. Assumption. ~~Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum, and also including escrow for the following as indicated: ☐ Real Estate Taxes ☐ Property Insurance Premium and ☐ _____.~~

~~Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, then Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on the reduced amount of the actual principal balance.~~

~~Seller ☐ Will ☐ Will Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before Loan Transfer Approval Deadline ☐ at Closing of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$ _____.~~

4.7. Seller or Private Financing.

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

4.7.1. Seller Financing. ~~If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ Buyer ☐ Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before Seller or Private Financing Deadline.~~

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

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

5. FINANCING CONDITIONS AND OBLIGATIONS.

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

5.2. Loan Objection. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

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

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

6. APPRAISAL PROVISIONS.

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

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

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

6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

217 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒
218 Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company,
219 lender's agent or all three.

221 7. **OWNERS' ASSOCIATION.** ~~This Section is applicable if the Property is located within a Common Interest~~
222 ~~Community and subject to such declaration.~~

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

238 7.2. ~~Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the~~
239 ~~following:~~

240 7.2.1. ~~All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating~~
241 ~~agreements, rules and regulations, party wall agreements;~~

242 7.2.2. ~~Minutes of most recent annual owners' meeting;~~

243 7.2.3. ~~Minutes of any directors' or managers' meetings during the six-month period immediately preceding the~~
244 ~~date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,~~
245 ~~collectively, Governing Documents); and~~

246 7.2.4. ~~The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual~~
247 ~~and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if~~
248 ~~any (collectively, Financial Documents).~~

249 7.3. **Association Documents to Buyer.**

250 7.3.1. ~~Seller to Provide Association Documents. Seller is obligated to provide to Buyer the Association~~
251 ~~Documents, at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the~~
252 ~~Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon~~
253 ~~Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

254 7.4. **Conditional on Buyer's Review.** ~~Buyer has the right to review the Association Documents. Buyer has the Right to~~
255 ~~Terminate under § 25.1, on or before Association Documents Objection Deadline, based on any unsatisfactory provision in any~~
256 ~~of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after~~
257 ~~Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to~~
258 ~~Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive~~
259 ~~the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing~~
260 ~~Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to~~
261 ~~Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any~~
262 ~~Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).~~

263 8. **TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

264 8.1. **Evidence of Record Title.**

265 ☒ 8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
266 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
267 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
268 Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be
269 issued and delivered to Buyer as soon as practicable at or after Closing.

270 ☐ 8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
271 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must
272 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
273 Price.

274 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

275 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
276 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
277 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
278 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
279 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
280 will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
281 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
282 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
283 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
284 object under § 8.4 (Right to Object to Title, Resolution).

285 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
286 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of
287 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
288 Documents).

289 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
290 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
291 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
292 party or parties obligated to pay for the owner's title insurance policy.

293 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
294 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

295 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
296 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
297 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
298 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
299 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
300 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
301 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
302 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
303 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
304 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
305 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
306 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
307 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
308 Commitment and Title Documents as satisfactory.

309 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
310 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
311 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights
312 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has
313 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g.,
314 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any
315 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
316 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
317 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
318 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection
319 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in
320 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by
321 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
322 knowledge.

323 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
324 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
325 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

326 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
327 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
328 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
329 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
330 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
331 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
332 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
333 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

334 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or
335 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

336 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
337 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
338 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
339 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
340 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
341 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
342 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
343 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
344 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
345 RECORDER, OR THE COUNTY ASSESSOR.

346 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any
347 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

348 **8.6. Right of First Refusal or Contract Approval.** ~~If there is a right of first refusal on the Property or a right to approve~~
349 ~~this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the~~
350 ~~right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.~~
351 ~~If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and~~
352 ~~effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval~~
353 ~~of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.~~

354 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
355 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
356 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
357 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
358 various laws and governmental regulations concerning land use, development and environmental matters.

359 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE
360 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER
361 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR
362 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,
363 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS
364 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE
365 MINERAL ESTATE, OIL, GAS OR WATER.

366 **8.7.2. SURFACE USE AGREEMENT.** THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
367 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
368 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
369 RECORDER.

370 **8.7.3. OIL AND GAS ACTIVITY.** OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
371 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
372 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
373 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

374 **8.7.4. ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL
375 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
376 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
377 AND GAS CONSERVATION COMMISSION.

378 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,
379 or not covered by the owner's title insurance policy.

380 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
381 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

382 9. NEW ILC, NEW SURVEY.

383 **9.1. New ILC or New Survey.** If the box is checked, a ☐ **New Improvement Location Certificate (New ILC)**
384 ☒ **New Survey** in the form of a Condominium Map is required and the following will apply:

385 **9.1.1. Ordering of New ILC or New Survey.** ☒ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The
386 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
387 date after the date of this Contract.

388 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or
389 before Closing, by: ☐ **Seller** ☐ **Buyer** or:

390 Condominium Map to be paid for as provided in §30.17 of the Addendum attached hereto. Any other Survey of the
391 Property required by Buyer or its Lender will be ordered by Buyer at its sole cost and expense.

392
393 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider
394 of the opinion of title if an Abstract of Title), and Buyer's lender will receive a New ILC or New Survey on or before
395 **New ILC or New Survey Deadline.**

396 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
397 to all those who are to receive the New ILC or New Survey.

398 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
399 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
400 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
401 Seller incurring any cost for the same.

402 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If
403 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
404 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

405 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

406 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
407 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

408 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on
409 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
410 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC**
411 **or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey
412 Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

413

DISCLOSURE, INSPECTION AND DUE DILIGENCE

414 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

415 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to
416 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
417 by Seller to Seller's actual knowledge, current as of the date of this Contract.

418 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
419 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
420 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

421 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
422 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
423 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
424 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
425 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
426 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
427 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
428 discretion, Buyer may, on or before **Inspection Objection Deadline**:

429 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

430 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
431 Buyer requires Seller to correct.

432 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
433 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
434 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the
435 Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

436 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
437 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
438 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
439 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
440 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
441 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
442 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
443 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
444 pursuant to an Inspection Resolution.

445 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
446 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
447 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

448 **10.6. Due Diligence.**

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

- ☒ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.2.** Property tax bills for the last n/a years;
- ☒ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;
- ☒ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- ☒ **10.6.1.5.** Operating statements for the past 3 years;
- ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
- ☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☒ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 2 years;
- ☒ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);
- ☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☒ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☒ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☒ **10.6.1.14.** Other documents and information:
- any and all documents in Seller's possession or reasonable control relating to the Property.
- All of the items listed in 10.6.1.1 through and including 10.6.1.13 shall be delivered by Seller to the extent the same are in Seller's possession or reasonable control.

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

10.6.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

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

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

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

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or wells and soils tests ~~Buyer~~ ^{may reasonably require}, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** will be extended by 30 days (Extended Environmental Inspection Objection

Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

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

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

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

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

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

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

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

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

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

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

11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

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

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

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient Special Warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as

provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**,

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

13.4. Inclusion of the Property within any special taxing district, and

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other as contemplated by this Contract.

14. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

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

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

15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

15.3. **Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change Fee) must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

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

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

15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller

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

16. **PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other _____.

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

16.3. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☒ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately \$_____ per _____ and that there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a current Status Letter.

619 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.
620 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

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

623
624 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
625 to Buyer for payment of \$ n/a _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
626 **Possession Time** until possession is delivered.

627

GENERAL PROVISIONS

628 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

629 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
630 Time (Standard or Daylight Savings as applicable).

631 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
632 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
633 federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a
634 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

638 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
639 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of
640 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance
641 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under
642 § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should
643 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance
644 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
645 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event
646 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the
647 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if
648 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
649 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and
650 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the
651 insurance claim.

652 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
653 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
654 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
655 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
656 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
657 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
658 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
659 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
660 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the
661 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
662 may be purchased and may cover the repair or replacement of such Inclusions.

663 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
664 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
665 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
666 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
667 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
668 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

669 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
670 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

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

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

678 **21.1. If Buyer is in Default:**

679 ☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
680 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
681 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect
682 to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

683 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller
684 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
685 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
686 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
687 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
688 performance and additional damages.

689 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
690 hereunder will be returned and Buyer may recover such damages as may be proper. ~~Alternatively, Buyer may elect to treat this~~
691 ~~Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.~~

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

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

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

716 **25. TERMINATION.**

717 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
718 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
719 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
720 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
721 satisfactory and waives the Right to Terminate under such provision.

722 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
723 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

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

731 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
732 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
733 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
734 Closing must be received by the party, not Broker or Brokerage Firm).

735 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
736 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
737 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
738 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

739 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
740 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
741 access the documents, or (3) ~~facsimile at the Fax No. of the recipient.~~

742 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
743 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
744 located in Colorado.

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

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

754 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

755 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
756 Commission.)

757 See Addendum attached hereto and incorporated herein by this reference
758
759
760
761
762
763
764

765 **31. ATTACHMENTS.**

766 **31.1.** The following attachments **are a part** of this Contract:

767 Exhibit A- legal description
768 Addendum
769
770
771

772 **31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract:

773 n/a
774
775
776

SIGNATURES

Buyer's Name: Urban Land Conservancy, a Colorado nonprofit corporation

Buyer's Name: _____

Debra Burtis 5/22/18
Buyer's Signature Date

Buyer's Signature Date

Address: 1600 Downing St., Suite 300
Denver, CO 80218
Phone No.: 303-377-4477
Fax No.: n/a
Email Address: aaron@urbanlandc.org

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Adams County, Colorado

Seller's Name: _____

Seller's Signature Date
County Manager's Office, 4430 S.
Address: Adams County Pkwy, 5th Floor, Suite
Brighton, CO 80601
Phone No.: 720-523-6792
Fax No.: _____
Email Address: _____

Seller's Signature Date
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.

Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Seller's Agent ☐ Transaction-Broker in this transaction.

☐ This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Address: _____

Phone No.:

Fax No.:

Email Address:

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ Seller's Agent ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by ☒ Seller ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: Guidance Corporate Realty Advisors

Broker's Name: Norman DeHart

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

EXHIBIT A

Legal Description of Property

BLOCK 1 AND 2, COLO CON SUBDIVISION, AND A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 664 FEET NORTH OF THE SOUTHWEST CORNER OF PLOT 7, ADAMS COUNTY POULTRY FARMS;
THENCE EAST 257.8 FEET TO THE EAST LINE OF SAID PLOT;
THENCE NORTH 176 FEET;
THENCE WEST 257.8 FEET;
THENCE SOUTH 176 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

THE LEGAL DESCRIPTION WRITTEN ABOVE IS ALSO DESCRIBED AS:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, AS NOTED ON THE "COLO CON SUBDIVISION" RECORDED OCTOBER 19, 1971 UNDER RECEPTION NO. [938931](#) OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°55'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 512.40 FEET TO A POINT THAT IS THE NORTHEAST CORNER OF PLOT 5 OF ADAMS COUNTY POULTRY FARMS, RECORDED MARCH 19, 1923 UNDER RECEPTION NO. [90239](#) IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00°02'30" EAST ALONG THE EAST LINE OF SAID PLOT 5, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT IS ALSO THE NORTHEAST CORNER OF COLO CON SUBDIVISION, A RESUBDIVISION OF SAID PLOT 5, RECORDED OCTOBER 19, 1971 UNDER RECEPTION NO. [938931](#) OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00°02'30" EAST, CONTINUING ALONG SAID EAST LINE A DISTANCE OF 597.78 FEET TO A POINT THAT IS 664 FEET NORTH OF THE SOUTHEAST CORNER OF PLOT 7 AND ON THE EAST LINE OF PLOT 7 OF SAID ADAMS COUNTY POULTRY FARMS PLAT;

THENCE SOUTH 89°55'00" WEST, PARALLEL WITH THE SOUTH LINE OF SAID PLOT 7, A DISTANCE OF 257.80 FEET, TO A POINT THAT IS ON THE WEST LINE OF SAID PLOT 7 AND 664 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PLOT 7;

THENCE NORTH 00°02'30" WEST ALONG THE WEST LINE OF SAID PLOT 7, A DISTANCE OF 176.00 FEET, TO A POINT THAT IS THE NORTHWEST CORNER OF SAID PLOT 7;

THENCE SOUTH 89°55'00" WEST, ALONG THE SOUTH LINE OF SAID PLOT 5 OF SAID ADAMS COUNTY POULTRY FARMS PLAT, A DISTANCE OF 214.32 FEET TO A POINT THAT IS ON THE EASTERLY RIGHT OF WAY OF STATE HIGHWAY NO. 2, AS STATED IN THE LEGAL DESCRIPTION OF SAID COLO CON SUBDIVISION;

THENCE ALONG THE SAID RIGHT OF WAY AS NOTED ON SAID COLO CON SUBDIVISION THE FOLLOWING THREE COURSES:

- 1) NORTH 25°28'53" EAST, A DISTANCE OF 245.25 FEET;
- 2) NORTH 37°33'00" EAST, A DISTANCE OF 2.70 FEET TO A POINT OF NON-TANGENT CURVE;
- 3) ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 53°03'09" WEST, HAVING A DELTA OF 13°01'42", A RADIUS OF 1015.00 FEET, A DISTANCE OF 230.40 FEET TO A POINT THAT IS 30.00 FEET SOUTH, BY PERPENDICULAR MEASUREMENT, OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE NORTH 89°55'00" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 248.00 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

By and Between

ADAMS COUNTY, COLORADO,

a governmental entity

("Seller")

and

URBAN LAND CONSERVANCY,

a Colorado nonprofit corporation, or its assigns

("Buyer")

THIS ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE is entered into simultaneously with and is part of that certain Contract to Buy and Sell Real Estate (Land) dated _____, 2018 between Buyer and Seller (this Addendum and the foregoing Contract, collectively the "Contract"). In the event of any conflict or inconsistency between the provisions of the Contract to Buy and Sell Real Estate and the provisions of this Addendum, the provisions of this Addendum shall govern and control. Capitalized terms used in this Addendum which are not defined herein shall have the meanings ascribed to such terms in the Contract to Buy and Sell Real Estate (Land).

30.1. Representations and Warranties.

(a) To the best of Seller's actual knowledge, Seller hereby represents and warrants to Buyer as follows:

(i) Seller has full right and authority to enter into this Contract and consummate the Transaction contemplated hereby (the "Transaction"). All requisite company action has been taken by Seller in connection with the entering into of this Contract. The person signing this Contract on behalf of Seller is authorized to do so. Execution of this Contract will not result in any breach of, or constitute a default under, any contract or other agreement to which Seller is a party.

(ii) There are no lawsuits, actions or proceedings presently pending, nor to Seller's knowledge, have any lawsuits been threatened in writing, concerning the Property or the ability of Seller to consummate the Transaction.

(iii) Seller has received no notice of any currently unresolved violation of any applicable statutes (including without limitation, the Americans With Disabilities Act, as amended), ordinances or codes (including without limitation, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), or the rules and regulations of any governmental authority having jurisdiction over the Property, where such violation relates to the Property or any part thereof.

(iv) Seller has not granted any options or refusal rights with respect to the Property.

(v) The Property is vacant and there are no leases in place, pending or under negotiation.

(vi) Seller is the legal fee simple titleholder of the Property and has good, marketable and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, pledges, judgments or other similar matters (other than matters shown on the Title Commitment and as otherwise contemplated by this Contract).

(b) Buyer hereby represents and warrants to Seller as follows:

(i) Buyer has capacity to enter into this Contract, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder.

(ii) No pending or, to the knowledge of Buyer, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Contract or would declare illegal, invalid or non-binding any of Buyer's obligations or covenants to Seller.

(iii) Buyer is duly authorized to execute and deliver, acting through its duly empowered and authorized officers and members, respectively, and perform this Contract and all documents and instruments and transactions contemplated hereby or incidental hereto, and such execution, delivery and performance by Buyer does not (i) violate any provision of any law, governmental rule or regulation currently in effect, (ii) violate any judgment, decree, writ, injunction, award, determination or order currently in effect that names or is specifically directed at Buyer or its property, or (iii) require the consent, approval, order or authorization of, or any filing with or notice to, any court or other governmental authority.

(iv) The joinder of no person or entity other than Buyer is necessary to consummate the transactions to be performed by Buyer and Buyer has all necessary right and authority to perform such acts as are required and contemplated by this Contract.

The representations and warranties contained in this Section shall be deemed to have been remade by the respective Party as of the Closing Date and shall survive for one (1) year following the Closing.

If any circumstances arise after the date hereof and prior to Closing that make any of the foregoing representations, warranties and covenants untrue, the warranting Party shall promptly notify the other party in writing, and if the warranting Party does not cure the condition by Closing the warranting Party shall be in default hereunder. Except to the extent of any such notices given to a Party, the representations, warranties and covenants of each Party shall be deemed to be true and accurate at the time of Closing.

30.2. **Damage, Liens and Liability.** The following sentence is hereby added to the end of Section 10.4: "Notwithstanding any provision contained in this Section 10.4, Buyer's obligation to indemnify Seller shall not extend to any claim or liability arising from Seller's negligence or willful misconduct."

30.3 **Inspections.**

(a) The inspections referenced in Section 10.3 hereof shall include such environmental, noise level, engineering and property inspections, and engineering, well and soils tests upon the Property as Buyer may reasonably require. Prior to performing its inspections, (a) Buyer shall provide at least one (1) business day's prior written notice thereof to Seller; (b) Seller and/or its agent may be present for all such Inspections; and (c) Buyer shall secure and keep in full force and effect throughout the term of this Contract, the following insurance coverage, at Buyer's sole cost and expense: (i) commercial general liability insurance, including contractual liability (to specifically include coverage for Buyer's indemnification obligations under this Contract), with such coverage and such limits as may be reasonably requested by Seller; (ii) worker's compensation insurance for the employees of Buyer and Buyer's agents and contractors in accordance with applicable state law; and (iii) such other insurance coverage and limits as may reasonably be requested by Seller; *provided, however*, that limits of liability can be provided in a combination of comprehensive general liability and umbrella liability policies. Buyer shall also cause all of its agents and contractors to secure and keep in full force and effect during the period in which they have access to the Property insurance coverage of customary types and limits.

(b) Notwithstanding anything in this Contract to the contrary, Buyer shall not be permitted to perform any invasive tests on the Property without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer desires to perform any invasive tests, then Buyer shall give prior written notice thereof to Seller, which notice shall be accompanied by a detailed description and plan of the invasive tests Buyer desires to perform. Notwithstanding any provision in this Contract, in no event shall Buyer have any liability relating to the mere discovery of adverse conditions on the Property not created by Buyer. Seller shall be responsible to obtain any third-party consent required to accommodate Buyer's inspections.

(c) All products and materials resulting from Buyer's inspections (collectively, the "Materials"), shall be the property of Buyer; *provided, however*, that if Buyer terminates this Contract (other than as a result of a Seller default hereunder), upon Seller's sole option and its reimbursement to Buyer of the out-of-pocket costs incurred by Buyer for procurement of the Materials, Buyer shall deliver all of the Materials to Seller and, to the extent assignable, Buyer shall promptly assign to Seller all of Buyer's right, title and interest in and to such Materials. Notwithstanding the foregoing, if this Contract is terminated due to a Buyer default, at Seller's election, Buyer shall deliver and assign the Materials to Seller without reimbursement by Seller.

(d) Buyer shall have until the Inspection Objection Deadline in which to conduct its due diligence. Buyer may terminate this Contract for any reason or no reason

by providing written notice thereof to Seller on or before the expiration of the Inspection Objection Deadline, whereupon the Earnest Money shall be promptly returned to Buyer,.

(e) So long as Buyer is not in default under this Contract, Buyer shall be permitted a one-time thirty (30) day extension of the Inspection Objection Deadline, the Loan Objection Deadline and the Environmental Inspection Objection Deadline by (i) delivering written notice thereof to Seller no later than ten (10) days prior to the Inspection Objection Deadline, and (ii) within three (3) business days after giving such notice, delivering to Earnest Money Holder the amount of \$20,000.00, which amount when received by Earnest Money Holder shall be added to the Earnest Money and shall be held, credited and disbursed in the same manner as provided hereunder with respect to the Earnest Money.

30.4. **Assignment; Successors and Assigns.** The Contract and all rights and obligations hereunder shall not be assignable, directly or indirectly, by any party without the written consent of the other, except that the Buyer may assign the Contract without Seller's consent to any entity or entities owned in part and controlled or managed by Buyer, provided that Buyer shall give Seller, and Title Company written notice of such assignment at least five (5) business days before the Closing Date; provided, however, that, in the event the Contract shall be assigned by Buyer to any one or more entities owned in part and controlled or managed by the Buyer, the Buyer named herein shall remain jointly and severally liable with assignee for the obligations of the "Buyer" hereunder. Subject to the foregoing, the Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The Contract is not intended and shall not be construed to create any rights in or to be enforceable in any part by any other persons.

30.5. **Assessments.** Payment of any special improvement assessments due and payable for any period prior to Closing shall be paid by Seller. Any special improvement assessments payable for the year of Closing shall be prorated between Buyer and Seller as of the Closing Date in the same manner as general property taxes are to be prorated under Section 16 of this Contract. Payment of any special improvement assessments due for subsequent years shall be the responsibility of Buyer. The provisions of this Section 30.5 shall survive Closing.

30.6. **Form 1099.** The parties agree that Land Title Guarantee Company (the "Title Company") is hereby designated as the entity responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing as required under Internal Revenue Code Reg. § 1.60454 or any other regulation or reporting requirement.

30.7. **Additional Conditions to Closing.**

(a) Notwithstanding any provision contained in this Contract, Buyer's obligations under this Contract with respect to closing of the Transaction shall be conditioned upon satisfaction of Buyer's receipt of final authorization and approval of the Transaction from its board of directors on or before the Inspection Objection Deadline. Buyer shall take all requisite action necessary to place the Transaction before its board of directors for its consideration in a timely manner. In the event that such authorization and approval is not obtained by Buyer on or before the Inspection Objection Deadline,

unless otherwise mutually agreed by the parties hereto, this Contract shall terminate and become null and void upon the Inspection Resolution Deadline, whereupon the Earnest Money shall be promptly returned to Buyer and the parties shall have no further obligations hereunder (except for those which are expressly stated to survive termination of this Contract).

(b) The Transaction is conditional upon and subject to the unconditional approval of Seller's governing board (the "Adams Board Approval"). Seller shall use commercially reasonable efforts to obtain the Adams Board Approval on or before the Inspection Objection Deadline. Seller shall deliver to Buyer written notice that the Adams Board Approval has or has not been obtained promptly after the meeting of Seller's governing board at which the Transaction is reviewed for approval. In the event that Seller's governing board rejects or otherwise disapproves this Contract and/or the Transaction or does not issue the Adams Board Approval, this Contract shall terminate upon Buyer's receipt of notice thereof from Seller by The Inspection Objection Deadline and the parties shall have no further obligations pursuant to the Contract, except for those which survive termination of the Contract.

30.8. **Seller Covenants.** Until the earlier of Closing or the termination of this Contract, Seller undertakes and agrees as follows, except as otherwise contemplated by this Contract: (a) not to enter into any contract or covenant that will be binding upon Buyer or the Property after Closing; (b) to deliver to Buyer copies of all notices relating to the Property and received by Seller after the date hereof, including without limitation, notices related to condemnation, damage or destruction of the Property or any part thereof, release of hazardous materials at the Property, emergencies related to the Property, or other material change in the normal course of the operation of the Property (including the filing of any litigation, the existence of any material dispute with any person or entity, any tax claims, governmental or third party complaints, investigations or hearings, or communications indicating that the same may be contemplated); (c) not to do anything that would impair or modify the status of title as shown on the Title Commitment; (d) not to make any material changes in the physical condition of the Property; (e) to maintain any insurance coverage relating to the Property that is currently maintained by Seller, in the amounts and coverages currently in effect; (f) manage the Property in the same manner in which it is currently managed; (g) to keep, maintain and repair the Property in the same condition as exists on the date of this Contract (normal wear and tear excepted); and (h) not to alter or amend the zoning classification or subdivision of the Property, or otherwise perform or permit any act or deed which shall diminish, encumber or affect Seller's rights in and to the Property or prevent it from performing fully its obligations hereunder. Notwithstanding anything in this Contract to the contrary, Buyer shall not be obligated to close hereunder if, from the expiration of the Inspection Objection Deadline to the Closing Date, there shall be any material change in the physical or environmental condition of the Property, as determined by Buyer in good faith.

30.9. **Brokers.** Each of the parties represents and warrants to the other that notwithstanding any provision contained in this Contract, neither party has dealt with, negotiated through or communicated with any broker in connection with the Transaction, other than as provided in Section 34 of the Contract, and each party shall indemnify, defend and hold harmless the other party from and against any and all claims, loss, costs and expenses, including

reasonable attorneys' fees, resulting from any claims that may be made against the indemnified party by any broker claiming a commission or fee by, through or under the indemnifying party or otherwise. The parties' obligations under this Section 30.9 shall survive the Closing or termination of this Contract.

30.10. **Notices.** All notices required or permitted to be given under this Contract shall be given in the manner set forth in Section 27 of the Contract, addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto:

Seller: Adams County, Colorado
County Manager's Office
4430 South Adams County Parkway
5th Floor, Suite C5300
Brighton, Colorado 80601
Attention: Raymond H. Gonzales
Phone: 720-523-6792

with a copy to: 4430 S. Adams County Parkway
5th Floor
Suite C5000B
Brighton, CO 80601-8206
Attention: Doug Edelstein
Phone: 720.523.6116
Email: DEdelstein@adcogov.org

Buyer: URBAN LAND CONSERVANCY
1600 Downing Street, Suite 300
Denver, Colorado 80218
Attention: Debra Bustos, Sr. Vice President of Real Estate
Phone: (303) 377-4477
Email: dbustos@urbanlandc.org

with a copy to: Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202
Attention: Meredith R. Riley, Esq.
Phone: (303) 297-2400
Email: meredith.riley@kutakrock.com

30.11. **Personal Liability.** Notwithstanding anything to the contrary provided in this Contract, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Contract by the parties, that (a) there shall be absolutely no personal liability on the part of any shareholder, director, officer, manager, member or employee of any

party hereto with respect to any of the terms, covenants and conditions of this Contract; and (b) each party hereby waives any and all claims, demands and causes of action against the shareholders, directors, officers, managers, members or employees of the other party hereto in the event of any breach by any such party of any of the terms, covenants and conditions of this Contract to be performed by such other party.

30.12. **Further Assurances.** Each of the parties agrees, whenever and as often as reasonably requested to do so by the other party or the Title Company, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments, or other documents as may be necessary, expedient or proper, in order to complete any and all conveyances, transfers, sales and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Contract. The provisions of this Section 30.12 shall survive Closing.

30.13. **Marketing.** Seller agrees not to actively market the Property so long as this Contract is effective and in place.

30.14. **Environmental.** Notwithstanding any provision contained in Section 10.6, if Buyer's Phase I Environmental Site Assessment recommends, or Buyer desires to obtain, a Phase II Environmental Site Assessment ("Phase II Report"), solely the Environmental Inspection Objection Deadline (§ 3), and no other deadline, shall be extended by thirty (30) days and coincident with and as a condition to such such extension the Buyer shall deliver written confirmation to Seller that Buyer has waived all other grounds for termination of this Contract except for unacceptable results in a Phase II Report; *provided, however*, if Buyer has timely ordered the Phase II Report but the Phase II Report has not been delivered to Buyer at least five (5) days prior to the extended Environmental Inspection Objection Deadline, upon written notice by Buyer to Seller, Buyer may extend the Environmental Inspection Objection Deadline (§ 3) by an additional thirty (30) days (for a total extension of sixty (60) days). In the event that Buyer extends the Environmental Inspection Objection Deadline as provided in this Section, all references to "Environmental Inspection Deadline" shall be deemed to be references to the Environmental Inspection Objection Deadline as extended by Buyer, and if such extended Environmental Inspection Objection Deadline (§ 3) extends beyond the Closing Date (§ 3), the Closing Date (§ 3) shall be extended a like period of time.

30.15. **Grant Funds.** Notwithstanding anything contained in the Contract to the contrary, Buyer may elect to utilize grant funds, at its sole and absolute discretion, for the acquisition of the Property, related due diligence activities and inspections, and Seller agrees to reasonably cooperate with Buyer's application for grant funds and to comply with any local, state or federal grant requirements necessary for Buyer to obtain such grant funds all at no cost or expense to Seller. Buyer shall have the right to terminate this Contract on or before the Inspection Objection Deadline, as the same may have been amended, in the event that Buyer does not receive written determination of satisfactory completion of an environmental review (if required) and an approved request for release of federal funds.

30.16. **Buyer's 501(c)(3) Status.** Buyer advises that it is currently an entity exempt from income taxation pursuant to paragraphs 501(a) and 501(c)(3) of the Internal Revenue Code and the regulations promulgated thereunder; provided, however, Buyer makes no representations or warranties of any kind regarding the tax benefits that Seller may receive as a result of the taxexempt status of Urban Land Conservancy under the Code, and Seller acknowledges and agrees that if it desires to do so, on or before Closing, Seller, at its own cost and expense, shall consult with its own tax advisers with respect to the pursuit of any such tax benefits that may result from the sale of the Property as contemplated in this Contract.

30.17. **Condominium.**

(a) Seller will use reasonable efforts to provide drafts of the following documents relating to the formation of a common interest community on the Property (the "Community") within forty-five (45) days after mutual execution of the Contract: a condominium declaration (the "Declaration"), condominium map (the "Map") and other related condominium formation documents including the formation of an owners' association (collectively, the "Condominium Documents"). The Condominium Documents shall (i) provide separate legal descriptions for (a) the "Seller's Unit" which shall include floors 1 and 2 as well as the basement in the existing building, (b) the "Buyer's Unit" which shall include floors 3, 4, 5 and 6 in the existing building as well as the land surrounding the building which is estimated to contain 4.73 acres, (c) the common elements and (d) an area of land adjacent to the existing building which will be subject to withdrawal from the Community for Buyer's intended future development (the "Future Development Parcel"), (ii) allocate expenses of shared maintenance of the parking lot, building HVAC, plumbing and electrical systems, landscaping, snow removal, utilities, building and parking lot security, signage, internal wayfinding and other applicable shared expenses, (iii) provide for a right of first refusal for Buyer to purchase Seller's Unit for fair market value, (iv) provide procedures for withdrawal of the Future Development Parcel, (iv) set forth a preliminary operating budget of the owners' association, (vi) provide that Seller shall retain ownership and maintenance obligations relating to the existing rooftop communications equipment on the Building, and (vii) prohibit third-party cellular and communications companies from leasing or occupying any portion of the Community.

(b) Seller shall cause the preparation of the Condominium Documents, subject to Buyer's approval. The cost of preparation of the Condominium Documents, which cost shall include, but not be limited to, all related legal fees, surveyor's fees, and fees relating to recordation of any of the Condominium Documents (the "Document Expenses") shall be Seller's sole cost and expense up to \$50,000.00. In the event the amount of the Document Expenses exceeds fifty thousand dollars (\$50,000.00) then Seller and Buyer shall each pay fifty percent (50%) of any Document Expenses in excess of \$50,000.00.

(c) Seller and Buyer shall use commercially reasonable efforts to agree upon the Condominium Documents on or before the Inspection Objection Deadline. In the event Seller and Buyer are unable to agree on the terms of such Condominium Documents prior to the expiration of the Inspection Objection Deadline, then (i) either

party may notify the other in writing that this Contract is terminated, whereupon the Earnest Money shall be promptly returned to Buyer, this Contract shall terminate and neither Buyer nor Seller shall have any further rights or obligations under this Contract, except for those that expressly survive termination of this Contract, or (ii) the parties may, by mutual agreement, elect to extend the timeframe to negotiate the terms of the Condominium Documents to a date mutually acceptable to both Seller and Buyer (the "Extended Condominium Deadline") and the Closing Date shall be extended to the date which is 15 days after the Extended Condominium Deadline. If the Condominium Documents are agreed upon by Seller and Buyer on or before the Inspection Objection Deadline, or if the parties have agreed to an Extended Condominium Deadline, on or before such Extended Condominium Deadline, they will be executed by Buyer and Seller on or before the Closing Date and delivered into escrow in accordance with Section 12.1 of this Contract and, if applicable, recorded at Closing. In the event Seller and Buyer are unable to agree on the terms of such Condominium Documents prior to the expiration of the Extended Condominium Deadline, then either party may notify the other in writing that this Contract is terminated, whereupon the Earnest Money shall be promptly returned to Buyer, this Contract shall terminate and neither Buyer nor Seller shall have any further rights or obligations under this Contract, except for those that expressly survive termination of this Contract.

30.18 **Interior Architect.** Seller will use reasonable efforts to engage, within thirty (30) days after mutual execution of the Contract, an interior architect mutually acceptable to Seller and Buyer (the "Interior Architect") to develop the common elements to be located on the first floor of the existing building (the "Common Elements"). Seller and Buyer shall use commercially reasonable efforts to agree upon the Common Elements on or before the Inspection Objection Deadline. Seller and Buyer shall each pay fifty percent (50%) of the fees and expenses of the Interior Architect.

30.19 **Signage.** Seller and Buyer shall use commercially reasonable efforts to agree upon the type, location, and size of all interior and exterior signage on the Property including internal way-finding, exterior directional signage and parking lot signage (collectively "Signage") on or before the Inspection Objection Deadline. To the extent that any Signage requires approvals from the City of Commerce City, Colorado, then, prior to the Closing Date, Buyer and Seller shall cooperate to submit for such approvals.

[Remainder of page intentionally left blank; signature page(s) to follow]

SELLER:

ADAMS COUNTY, COLORADO,
a governmental entity

By: _____

Name: _____

Title: _____

BUYER:

URBAN LAND CONSERVANCY,
a Colorado nonprofit corporation, or its assigns

By: Debra Bustos

Name: Debra Bustos

Title: Senior Vice President of Real Estate



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PRC2016-00015

CASE NAME: DENVER MART LOGAN STREET PROJECT

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Board of County Commissioners**May 29, 2018**

CASE No.: PRC2016-00015	CASE NAME: Denver Mart Logan Street Project
Owner's Name:	Denver Mart LLC and Mart Lodging LLC
Applicant's Name:	John Doyle
Applicant's Address:	451 E. 58 th Ave., Denver, CO 80216
Location of Request:	451 E. 58 th Ave.
Parcel #:	0182510401001 (Multiple parcels)
Nature of Request:	1) Rezone a portion of the site from Industrial-2 (I-2) to Industrial-1 (I-1) (2) Lot line vacation to combine 12 parcels into two lots and 3) Vacate a portion of Logan Street right-of-way
Zone District:	Industrial-1 (I-1) and Industrial-2 (I-2)
Site Size:	Approximately 34.652 acres
Proposed Uses:	Commercial
Existing Use:	Commercial
Hearing Date(s):	PC: May 10, 2018/ 6:00 pm
	BOCC: May 29, 2018/ 9:30 am
Report Date:	May 11, 2018
Case Manager:	Emily Collins <i>EAC</i>
Staff Recommendation:	APPROVAL with 14 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

The site was platted as part of the Mapleton Addition Subdivision in 1916.

Between 2014 and 2015, the Board of County Commissioners approved multiple conditional use permits to allow temporary special events on the subject property, including a drive-in movie theater.

SUMMARY OF APPLICATION

Background:

The applicant, Denver Mart, LLC, is requesting to rezone a section of the property from Industrial 2 (I-2) to Industrial 1 (I-1). Currently, a section of the northern property is designated as I-2. This area consists of five lots. The proposed rezoning will allow one designation on the property and enhance unified development of the site. In addition to the rezoning, the applicant is also requesting to vacate a portion of Logan Street right-of-way, which abuts the property to the west and serves as the one access to the site. The purpose of the road vacation is to give the applicant the autonomy and ability to perform road maintenance whenever needed. County staff reviewed the portion of the road to be vacated and determined the road vacation conforms to the County's requirements, and it will not create any nonconforming lot or leave any land adjoining the roadway without an established public road or private access easement. The property also consist of 12 lots, as part of the subject request, the applicant is requesting to remove the internal lot lines to create two lots from the existing 12 lots.

Site Characteristics:

The subject property is approximately 34 acres and generally located 500 feet east of Interstate-25 and E. 58th Avenue. The site consists of twelve parcels platted in the Mapleton Addition Subdivision. A majority of the site, approximately thirty acres, is located on the northwestern corner of E. 58th Avenue and Washington Street. The remainder of the site is located on the northeastern corner of E. 58th and Washington. Currently, the site is developed with a 324,000 square foot commercial structure and associated parking spaces. The structure is mainly used for commercial trade shows and special events.

E. 58th Avenue abuts the property to the south and Washington Street abuts the property to the east. The site has access on both streets. The property also has access on Logan Street to the west. There is a cul-de-sac at the terminus of Logan Street. There is no right-of-way extending beyond the cul-de-sac.

Development Standards and Regulations:

Rezoning:

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the approval criteria for rezoning a property. These include compliance with the requirements and purposes of the Development Standards and Regulations, consistency with the comprehensive plan, and compatibility with the surrounding area. The site is currently designated both Industrial-2 (I-2) and Insutrial-1 (I-1) on the County's zoning map. Per Sections 3-24-01 and 3-25-01 of the County's Development Standards and Regulations, the purpose of the I-1 and I-2 designation is to provide a general commercial and restricted industrial district. In addition, the I-2 zone district also provides for light manufacturing, fabrication, assembly, and storage uses.

The applicant is requesting to rezone a portion of the site from I-2 to I-1 to create a unified zoning designation on the property. The proposed request to rezone a portion of the site from I-2 to I-1 is consistent with the Development Standards and Regulations, as well as the future land use designations of commercial and industrial. Section 3-24-01 of the County's Development

Standards and Regulations outline the purpose of the I-1 zone district as providing a variety of compatible businesses, warehouse, and offices. Uses permitted in the I-1 zone district include light industrial or commercial, such as office, warehousing, business parks, retail, or restaurants which generate employment and contribute to the County's tax base.

The subject request also conforms to the dimensional requirements for the I-1 zone district. Per Section 3-24-07 of the County's Development Standards and Regulations, the minimum lot size for properties in the I-1 zone district is one (1) acre and minimum lot width is one-hundred (100) feet. The section of the property to be rezoned is approximately 34 acres and has approximately 785 feet of street frontage, which conforms to the minimum dimensional requirements for lot size and width in the I-1 zone district.

Roadway Vacation:

The applicant is requesting to vacate a portion of Logan Street right-of-way to allow private ownership of the street and ability to conduct regular maintenance without depending on the County. A section of Logan Street will remain public right-of-way to provide access to two existing commercial businesses; however, a portion of the proposed roadway vacation abuts a property developed with a hotel (Comfort Inn) adjacent to the Denver Mart site, and the remainder of the right-of-way proposed to be vacated abuts property owned by the Denver Mart.

Section 2-02-16-08-05 of the County's Development Standards and Regulations outlines the criteria for approval for a roadway vacation. These include the roadway vacation shall comply with the Development Standards and Regulations, not create a non-conforming lot, approval shall not adversely affect the public health, safety, and welfare, and the vacation shall not leave any adjoining roadway without an established public road or private access easement. The request to vacate a section of Logan Street public right-of-way abutting the property on the west will not leave any land adjoining the property without an established public road or private access easement. The applicant has provided a copy of an executed access and maintenance agreement, between the Denver Mart and the hotel property owner (Mart Lodging, LLC). This agreement has also been recorded with the Adams County Clerk and Recorder's Office and referenced on the proposed plat. Additionally, there is a cul-de-sac at the terminus of Logan Street. There is no public right-of-way extending beyond the cul-de-sac or planned road extension to connect the street to other properties. The section of the road to be vacated serves only the subject property and the property occupied by the hotel.

Lot Line Adjustment:

The request also includes vacation of multiple internal lot lines on the property. Removal of the lot lines creates two lots from the current existing twelve lots. In addition, there are structures built across the existing lot lines. This creates unnecessary complications in adhering to the County's development standards. Removing the lot lines, specifically combining three lots on the eastern side of Washington Street (see Exhibit 3.3) into one lot and combining nine lots on the western section of Washington Street into one lot will enhance future unified development of the site.

The proposed lot line vacation complies with the criteria for approval which include compliance with the development standards and regulations and the intent of the subdivision regulations. In

addition, approval of the lot line vacation does not create non-conforming lots. The proposed plat complies with the minimum dimensional requirements for the zone district. In addition, all the lots will have access to public or private roadways.

Future Land Use Designation/Comprehensive Plan:

The future land use designation on the western property is Commercial and the designation on the eastern property is Industrial. Per Chapter 5 of the Adams County Comprehensive Plan, the Commercial future land use designation is intended to serve retail and service needs of surrounding development and primarily comprised of retail and/or office uses with secondary uses such as neighborhood schools, community facilities, parks, and open space. The purpose of the Commercial future land use designation is also to provide employment by supporting and attracting businesses that provide employment opportunities and contribute to the County's tax base. In addition, the Industrial future land use designation is intended to provide a setting for a wide range of employment uses, including manufacturing, warehouses, distribution, and limited supporting uses such as retail. Rezoning the property to I-1 will enhance future development of the site and provide a zone district that is consistent with the future land use designations.

Surrounding Zoning Designations and Existing Use Activity:

Northwest I-2 Interstate	North I-2 Industrial	Northeast I-3 Commercial Office
West I-1 Commercial	Subject Property I-1 and I-2 Commercial	East I-1 Commercial
Southwest I-1 Commercial	South I-1 Commercial	Southeast I-1 Commercial

Compatibility with the Surrounding Area:

A majority of the properties adjacent to the site are developed with commercial or light industrial uses, including office, restaurant, warehousing, and indoor manufacturing. Rezoning the property to the Industrial-1 district will not be out of character with the surrounding areas. In addition, the two major roadways which abuts the property to the east and west, Washington Street to the east and Interstate-25 to the west, makes it suitable to utilize the property for uses intended to be developed in the commercial future land use designation.

The request to vacate a portion of Logan Street right-of-way and consolidate multiple parcels into two lots will also not be out of character with existing development or future development of the area or consistency with the County's Comprehensive Plan. The street vacation will not leave any property without access or be detrimental to public health and safety. Consolidating the multiple lots into two will also enhance future redevelopment of the site.

Planning Commission Update:

The Planning Commission (PC) considered this case on May 10, 2018 and recommended unanimous approval (7-0) of the request. At the hearing, the PC asked staff if the proposed

request would create any non-conforming lot or uses on the property. Staff informed the PC that no non-conforming lot will be created with approval of any of the request. There were no members of the public present to speak in support or in opposition.

Staff Recommendation:

Based upon the application, the criteria for approval for a rezoning, a roadway vacation, lot line vacations, and a recent site visit, the PC and staff recommends Approval of this request with 14 findings-of-fact:

RECOMMENDED FINDINGS OF FACT

Rezoning:

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations
4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

Lot Line Vacation:

5. The vacation complies with these standards and regulations and the original conditions of approval.
6. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
7. The vacation is in keeping with the purpose and intent of the subdivision regulations.
8. The approval will not adversely affect the public health, safety, and welfare.

Roadway Vacation:

9. The roadway vacation complies with these standards and regulations and the original conditions of approval.
10. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
11. The roadway vacation is in keeping with the purpose and intent of the subdivision regulations.
12. The approval will not adversely affect the public health, safety, and welfare.
13. The vacation does not leave any land adjoining the roadway without an established public road or private access easement connecting said land with another established public road.
14. If the roadway is a state or federal highway, the vacation has been approved by the state transportation commission.

CITIZEN COMMENTS

Notifications Sent	Comments Received
83	0

All property owners and residents within eight-hundred and fifty feet of the subject property were notified of the request. As of writing this report, staff has received no comments on the request.

COUNTY AGENCY COMMENTS

Staff reviewed the request and had no concerns with the proposed rezoning.

REFERRAL AGENCY COMMENTS

Tri-County Health Department, Adams County Fire Rescue, and North Pecos Water and Sanitation District reviewed the request and had no concerns. Xcel Energy also reviewed the request and had no concerns with the lot line vacation and rezoning. However, requested an easement on the proposed plat for all existing underground utilities located in the section of Logan Street right-of-way proposed to be vacated. This easement has been provided on the plat.

Responding with Concerns:

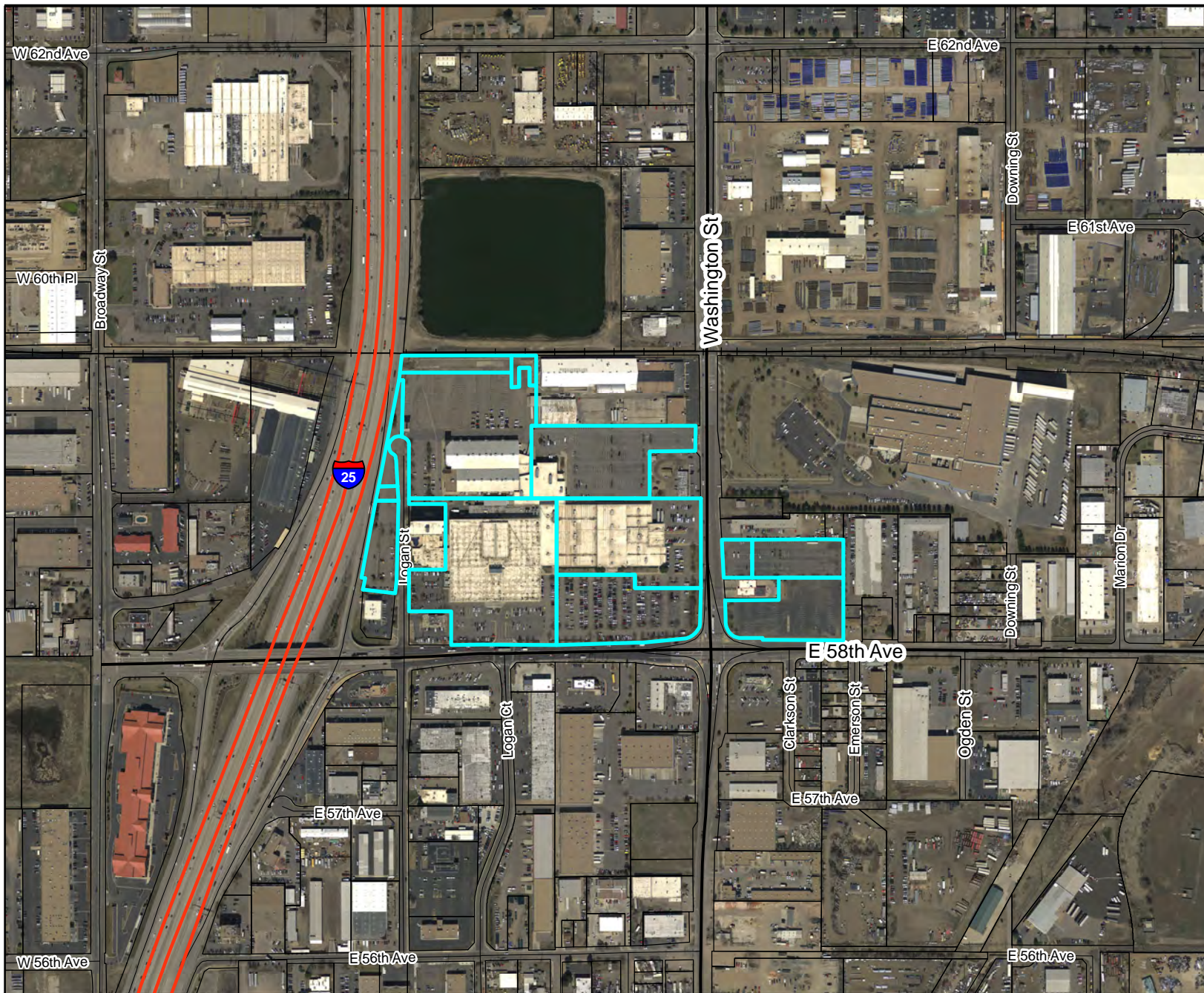
None

Responding without Concerns:

Adams County Fire Rescue
North Pecos Water and Sanitation District
Tri-County Health Department
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Century Link
CDOT
Colorado Geological Survey
Comcast
Metro Wastewater Reclamation
North Washington Water and Sanitation District
RTD
Union Pacific Railroad



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

PRC2016-00015

Denver Mart Logan Street Project

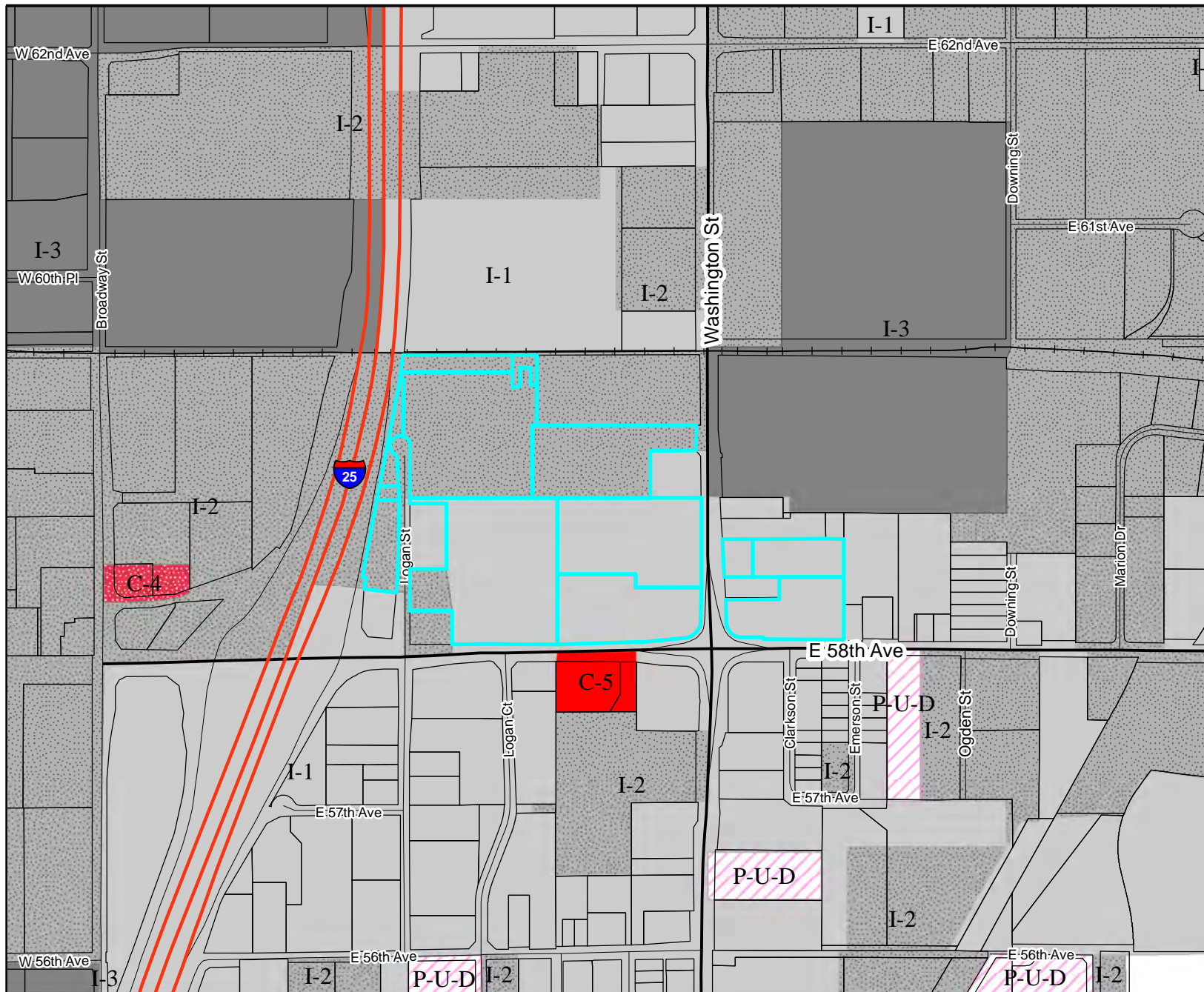
Exhibit 2.1



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
 - A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

PRC2016-00015

Exhibit 2.2

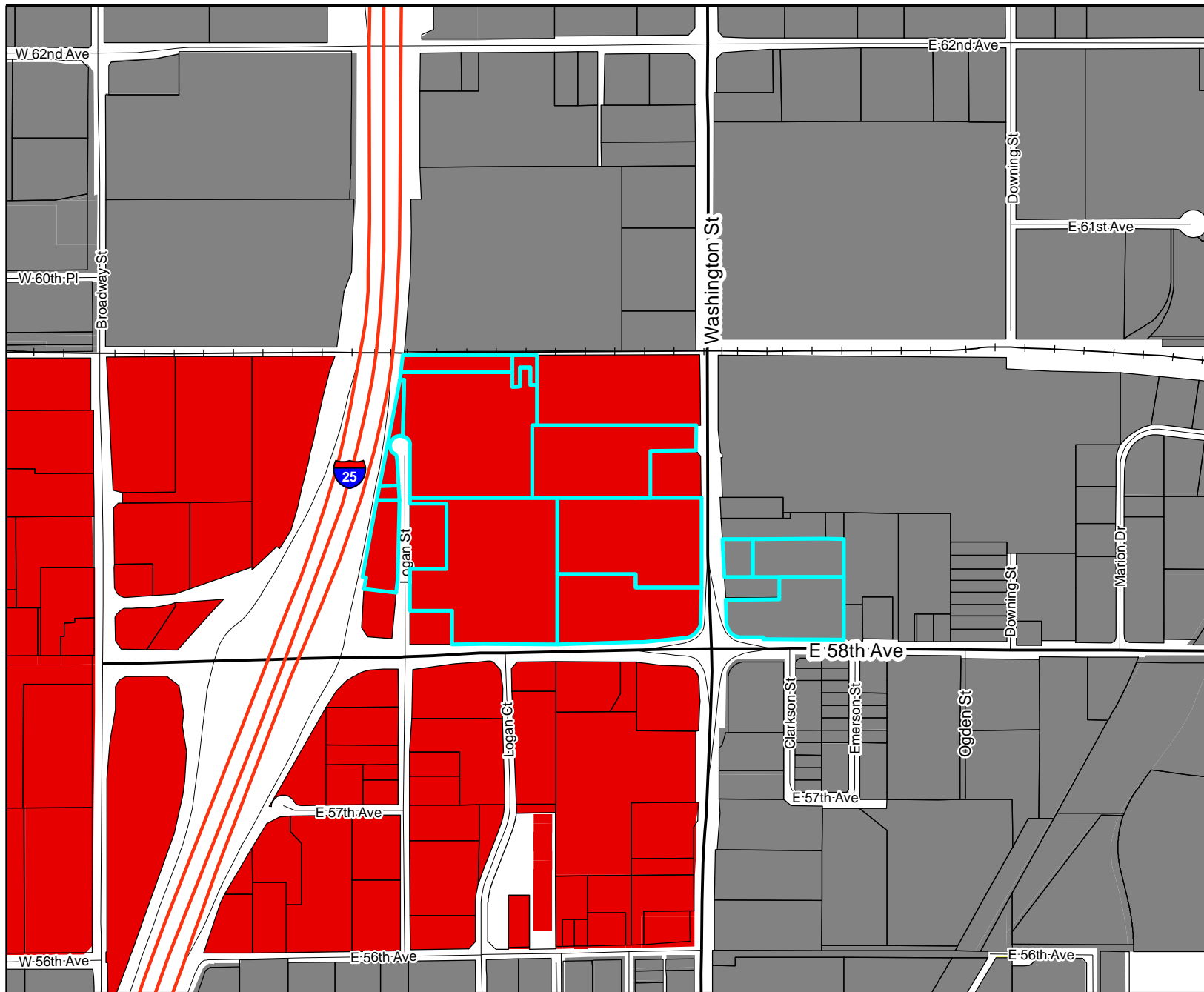
Denver Mart Logan Street Project



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
 - A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

PRC2016-00015

Exhibit 2.3

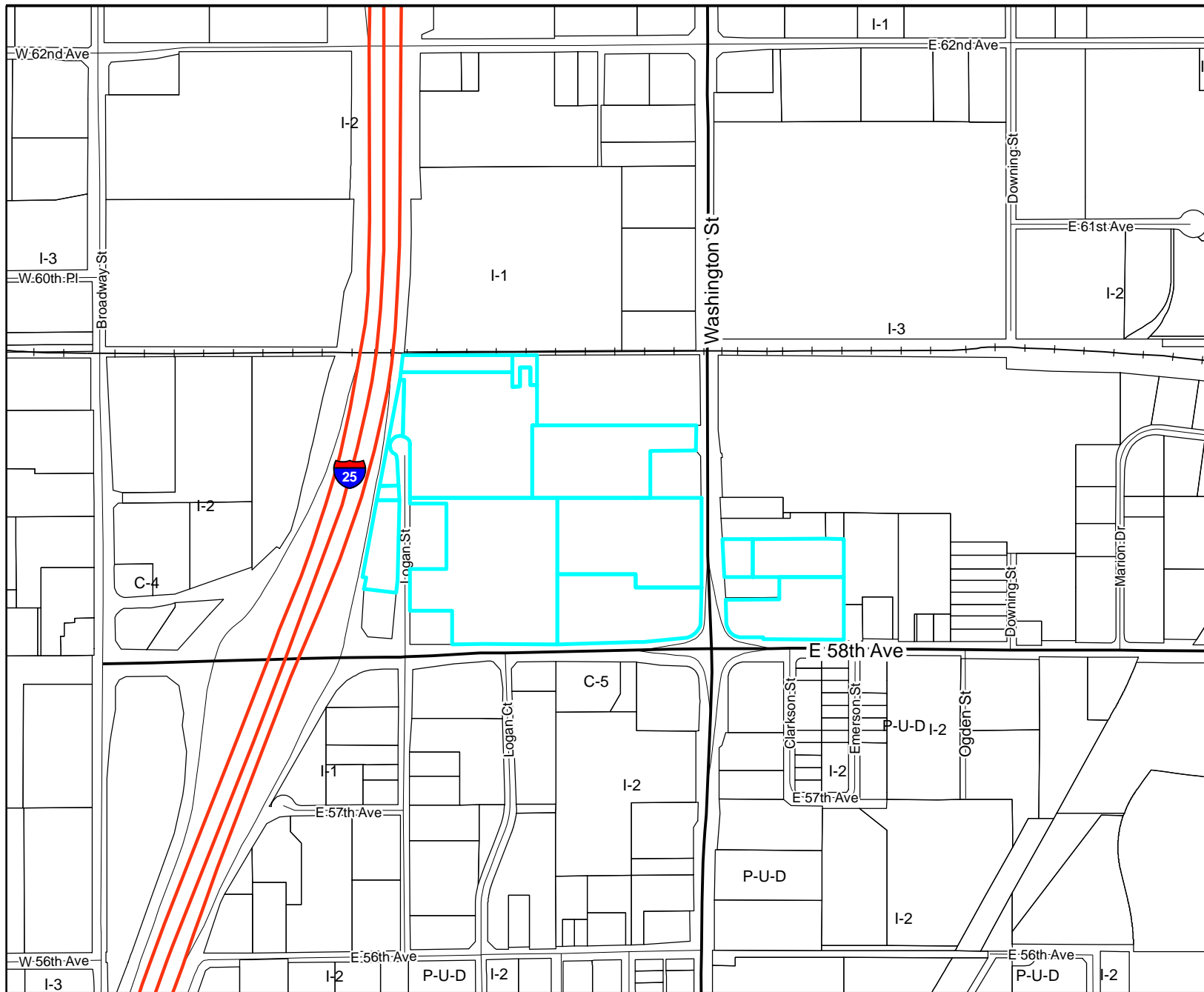
Denver Mart Logan Street Project



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

PRC2016-00015

Denver Mart Logan Street Project

Exhibit 2.4



For display purposes only.

Explanation

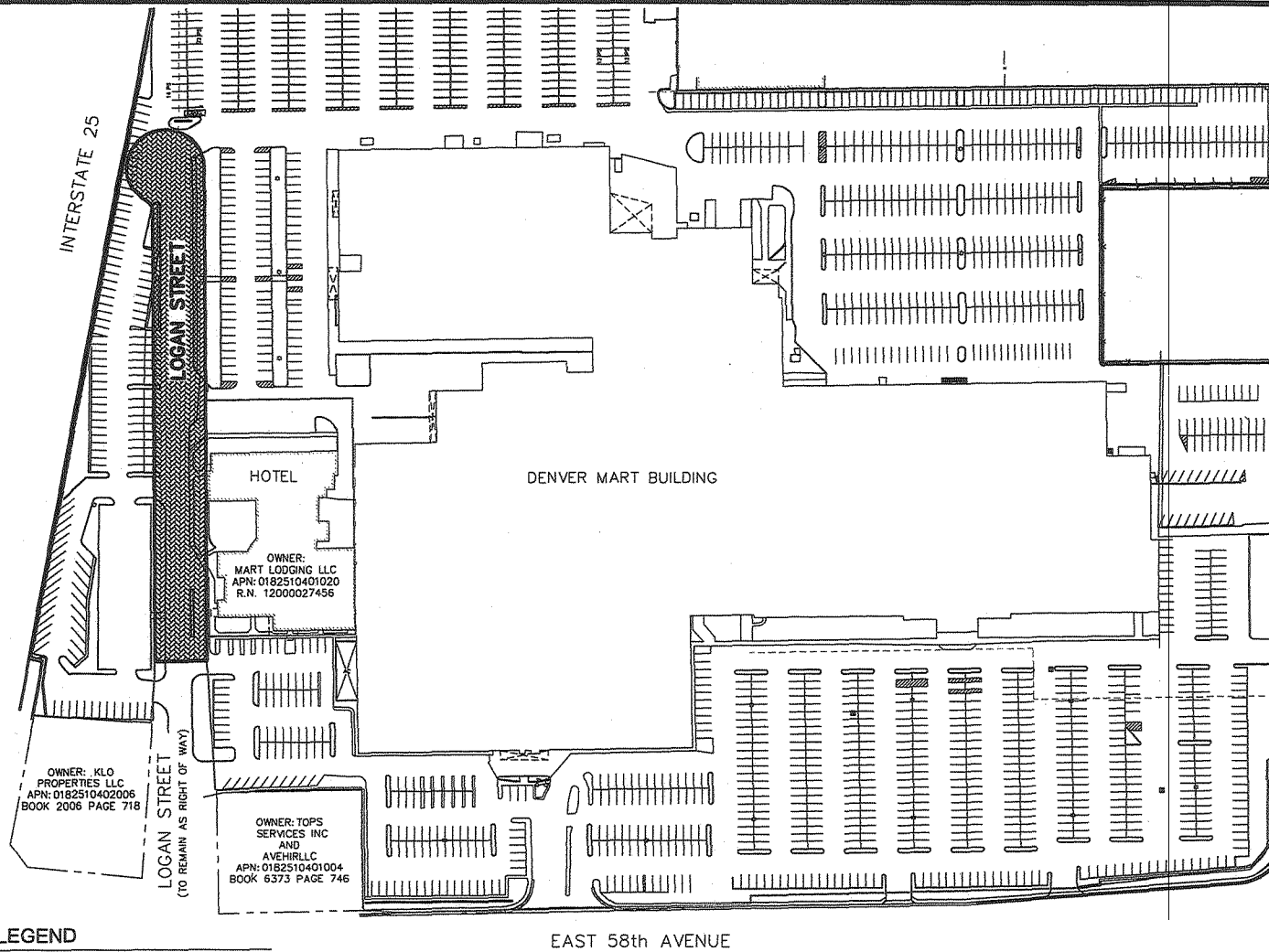
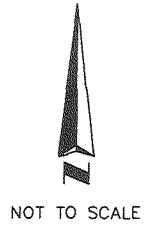
The Following is a short explanation of the proposal on behalf of the Denver Mart:

- Roadway Vacation of Logan St. North of 58th Avenue
- Plat Correction
- Rezoning

The Denver Mart in cooperation with the Comfort Inn Central is requesting the Roadway Vacation of approximately 614 feet of Logan St. north of 58th Avenue. The portion of Logan St. serves as the main ingress and egress to the Denver Mart and the Comfort Inn Centrals property and is not a through street. Upon vacation of the portion of the existing Logan St., shown on the attached exhibit, the applicants are prepared to execute a non-exclusive easement to allow for any existing utilities in the area of Logan St. being vacated if needed. The Denver Mart and the Comfort Inn Central will share in the maintenance and general upkeep of vacated portion of Logan St.

During the Roadway Vacation process Adams County has requested the Denver Mart consolidate and rezone our 12 Parcels, into 2 lots. Please refer to attached exhibit for list of plats effected. We are willing to make this consolidation based on the counties request.

The Denver Marts property is also currently divided into two zones. I-1 and I-2. The County has advised they would prefer to rezone under the I-1 zone. The Denver Mart will be requesting the new formation of plats be considered in the I-2 zone. The Denver Mart and the Denver Mart Drive In both fall under the Permitted Principal Commercial uses as Commercial retail, Drive In facilities, and Indoor Commercial recreation/entertainment. Keeping the I-2 zone allows for operation to continue as is, without the possibility of the Drive In's status being compromised further down the road should county choose to appeal its placement in an I-1 zone.



LEGEND



DENOTES PORTION OF EXISTING
LOGAN STREET TO BE VACATED
(+/- 614 LINEAR FEET OF ROADWAY,
+/- 38,357 SQ.FT., OR 0.881 ACRES)

— DENOTES DENVER MART PROPERTY BOUNDARY

EXHIBIT

OF
PROPOSED LOGAN STREET
VACATION AREA

ADAMS COUNTY

DENVER COLORADO

SCALE:

NOT TO SCALE

DRAWN BY/DATE:
CB 09/21/16

DRAWING FILE NAME:
1400936-ROW Vacation Exhibit.dwg



AMERICAN
SURVEYING
& MAPPING INC

3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FLORIDA 32803
PHONE (407) 426-7979

ORLANDO, FLORIDA 32803
WWW.ASMCORPORATE.COM

DEDICATION STATEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT DENVER MART, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND MART LODGING, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

THOSE PARCELS AS DESCRIBED IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792 AND RECEPTION NUMBER 12000027456, RECORDS OF THE RECORDER'S OFFICE, ADAMS COUNTY, COLORADO, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE SHEET 2 FOR DESCRIPTIONS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, AN OUTLOT AND STREETS AS SHOWN HEREON UNDER THE NAME AND STYLE OF "MAPLETON ADDITION AMENDED No. 5", AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT.

EXECUTED THIS _____ DAY OF _____, 20_____.

OWNER: DENVER MART, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NAME _____ TITLE _____

OWNER: MART LODGING, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NAME _____ TITLE _____

DENVER MART, LLC ACKNOWLEDGEMENT

STATE OF _____ }
CITY, COUNTY _____ } SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE

ME THIS _____ DAY OF _____, 20 _____

BY _____ FOR DENVER MART, LLC.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

LIENHOLDER CERTIFICATE (DENVER MART, LLC)

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED IN BOOK _____ AT PAGE(S) _____ OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME & TITLE _____

STATE OF _____ }
CITY, COUNTY _____ } SS

THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND

SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____

BY _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO COMBINE MULTIPLE PARCELS INTO THREE (3) LOTS AND ONE (1) OUTLOT AND TO VACATE A PORTION OF THE LOGAN STREET RIGHT OF WAY, AS SHOWN HEREON. THE PURPOSE OF OUTLOT A WILL BE FOR INGRESS AND EGRESS FOR THE BENEFIT OF LOTS 2 AND 3.

MAPLETON ADDITION AMENDED No. 5

BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 11 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN ADAMS COUNTY, COLORADO

MART LODGING, LLC ACKNOWLEDGEMENT

STATE OF _____ }
CITY, COUNTY _____ } SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE

ME THIS _____ DAY OF _____, 20 _____

BY _____ FOR MART LODGING, LLC.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

LIENHOLDER CERTIFICATE (MART LODGING, LLC)

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED IN BOOK _____ AT PAGE(S) _____ OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME & TITLE _____

STATE OF _____ }
CITY, COUNTY _____ } SS

THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND

SWORN BEFORE ME THIS _____ DAY OF _____, 20 _____

BY _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

HLA ASSOCIATES LP ACKNOWLEDGEMENT (AS TO OUTLOT A ONLY)

STATE OF _____ }
CITY, COUNTY _____ } SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE

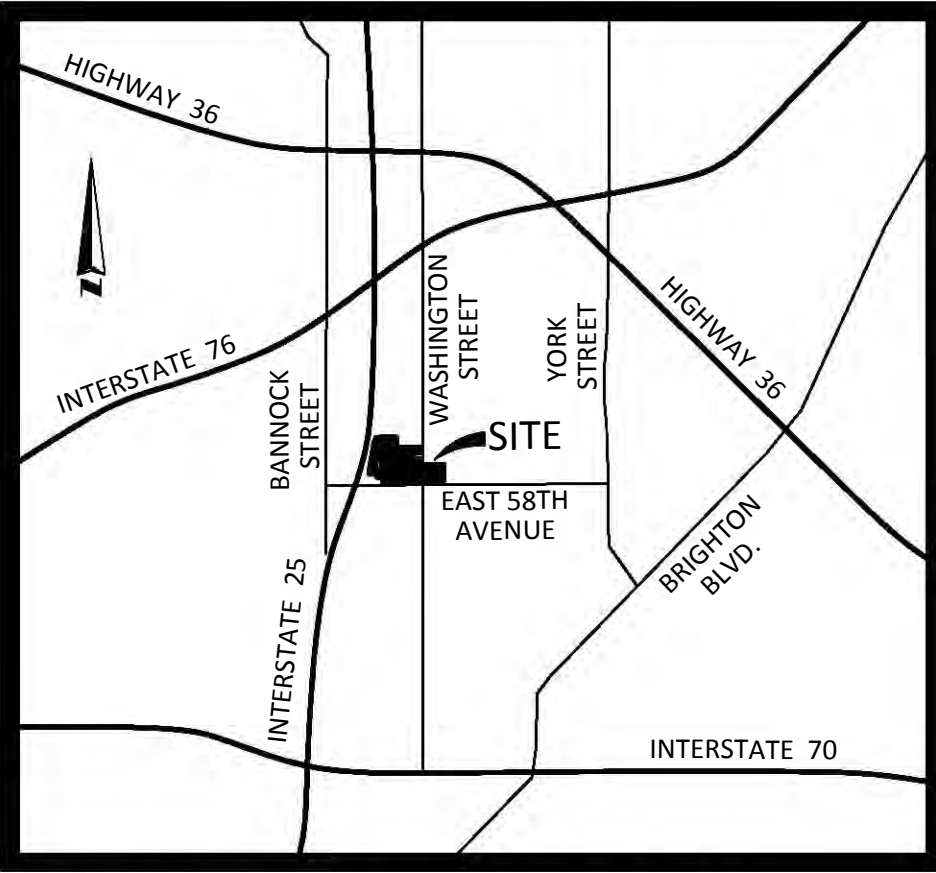
ME THIS _____ DAY OF _____, 20 _____

BY _____ FOR HLA ASSOCIATES LP.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____



VICINITY MAP- SCALE: 1"= 1 MILE

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, IS BASED ON A FIELD SURVEY PREPARED BY THIS FIRM IN 2014, AND IS ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

CHARLES BERESFORD
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 35583
FOR AND ON BEHALF OF AMERICAN SURVEYING AND MAPPING, INC.
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FL. 32803 (407) 426-7979

COMMUNITY AND ECONOMIC DEVELOPMENT,
DEVELOPMENT REVIEW APPROVAL

APPROVED BY THE ADAMS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT, DEVELOPMENT REVIEW,

THIS _____ DAY OF _____, A.D., 20_____.

DIRECTOR _____

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

THIS _____ DAY OF _____, A.D., 20_____.

CHAIR _____

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY RECORDER, IN THE STATE OF COLORADO AT _____ .M.

ON THE _____ DAY OF _____ A.D., _____

COUNTY CLERK AND RECORDER _____

BY: _____
DEPUTY

RECEPTION NO. _____



MAPLETON ADDITION AMENDED No. 5
BEING A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 10 AND
A PORTION OF THE SOUTHWEST ONE–QUARTER OF SECTION 11
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

LEGAL DESCRIPTIONS

LOT 1

BEING LOCATED IN THE NORTHWEST ONE–QUARTER OF THE SOUTHWEST ONE–QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING ALL OF PARCELS F, J AND K OF RECORD IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792, RECORDS OF THE RECORDER'S OFFICE, ADAMS COUNTY COLORADO, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16TH CORNER ON THE EAST LINE OF SECTION 10, THENCE N00°24'28"W ALONG THE WEST LINE OF SAID SOUTHWEST ONE–QUARTER OF SECTION 11 A DISTANCE OF 209.95 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°35'32"E A DISTANCE OF 85.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF WASHINGTON STREET (RIGHT OF WAY WIDTH VARIES) AND BEING THE SOUTHWEST CORNER OF THE ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300077), AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTEEN (13) COURSES ALONG THE PERIMETER BOUNDARIES OF SAID PARCELS F, J AND K OF RECORD IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792:

1. N89°49'18"E A DISTANCE OF 228.98 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300077);
2. N00°24'28"W ALONG THE EAST LINE OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300077) AND ALSO ALONG THE EAST LINE OF THAT ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300075) A DISTANCE OF 98.21 FEET TO THE NORTHEAST CORNER OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300075);
3. S89°49'18"W ALONG THE NORTH LINE OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300075) A DISTANCE OF 240.01 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID WASHINGTON STREET;
4. N03°12'01"W ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 165.23 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF RECORD IN BOOK 2005 AT PAGE 216;
5. THENCE LEAVING SAID EAST RIGHT OF WAY, N89°49'18"E ALONG THE SOUTH LINE OF SAID PARCEL OF RECORD IN BOOK 2005 AT PAGE 216 AND ALONG THE SOUTH LINE OF THAT PARCEL OF RECORD IN BOOK 2004 AT PAGE 1112 A DISTANCE OF 527.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF RECORD IN BOOK 2004 AT PAGE 1112, AND BEING A POINT IN THE WEST LINE OF THAT PARCEL OF RECORD IN BOOK 2548 AT PAGE 390;
6. S00°24'28"E ALONG SAID WEST LINE OF THAT PARCEL OF RECORD IN BOOK 2548 AT PAGE 390 A DISTANCE OF 165.00 FEET TO A POINT;
7. S00°26'29"E CONTINUING ALONG THE WEST LINE OF THAT PARCEL OF RECORD IN BOOK 2548 AT PAGE 390 A DISTANCE OF 261.71 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF EAST 58TH AVENUE (RIGHT OF WAY WIDTH VARIES);
8. S89°44'44"W ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE A DISTANCE OF 308.87 FEET TO A POINT;
9. N00°15'09"E CONTINUING ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE A DISTANCE OF 1.49 FEET TO A POINT;
10. S89°44'51"W CONTINUING ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE A DISTANCE OF 121.00 FEET TO A POINT OF CURVATURE;
11. CONTINUING ALONG SAID EAST RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 77°00'00"E, AN ARC LENGTH OF 88.70 FEET, THE CHORD OF WHICH BEARS N51°45'09"W A CHORD DISTANCE OF 82.17 FEET TO A POINT OF COMPOUND CURVATURE ON THE EAST RIGHT OF WAY OF SAID WASHINGTON STREET;
12. CONTINUING ALONG SAID EAST RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 06°07'50", AN ARC LENGTH OF 14.44 FEET, THE CHORD OF WHICH BEARS N10°52'44"W A CHORD DISTANCE OF 14.44 FEET TO A POINT;
13. CONTINUING ALONG SAID EAST RIGHT OF WAY, N07°08'06"W A DISTANCE OF 98.04 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 194,351 SQUARE FEET, OR 4.462 ACRES.

LOT 2

BEING LOCATED IN THE NORTH ONE–HALF OF THE SOUTHEAST ONE–QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING ALL OF PARCELS A, B, C, D, E, G, H AND I OF RECORD IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792, RECORDS OF THE RECORDER'S OFFICE, ADAMS COUNTY COLORADO, AND FURTHER BEING A PORTION OF BLOCKS 28, 29, 41, 42, 43, 44, 45, 46, 47 AND 48 OF MAPLETON ADDITION OF RECORD AT PLAT FILE 12, MAP 13, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 10, THENCE N00°27'23" W ALONG THE WEST LINE OF THE NORTHEAST ONE–QUARTER OF SAID SOUTHEAST ONE–QUARTER OF SECTION 10 A DISTANCE OF 329.62 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°32'37"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF LOGAN STREET (RIGHT OF WAY WIDTH VARIES) AT THE NORTHERN POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40, AND THE POINT OF BEGINNING;

THENCE N00°27'23"W ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 27.53 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE LEAVING SAID EAST RIGHT OF WAY OF LOGAN STREET THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456:

1. N89°11'13"E A DISTANCE OF 173.41 FEET TO A POINT;
2. N00°52'57"W A DISTANCE OF 272.99 FEET TO A POINT;
3. S89°11'13"W A DISTANCE OF 171.41 FEET TO A POINT ON SAID EAST RIGHT OF WAY OF LOGAN STREET;

THENCE N00°27'23"W ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N00°27'23"W, CONTINUING ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 240.16 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 70°31'35", AN ARC LENGTH OF 55.39 FEET, THE CHORD OF WHICH BEARS N35°43'11"W A CHORD DISTANCE OF 51.96 FEET TO A POINT OF COMPOUND CURVATURE AT THE POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF SAID LOGAN STREET;

THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 169°27'58", AN ARC LENGTH OF 133.10 FEET, THE CHORD OF WHICH BEARS S24°16'39"W, A CHORD DISTANCE OF 89.62 FEET TO A POINT OF REVERSE CURVATURE;

LEGAL DESCRIPTIONS (CONTINUED)

LOT 2 (CONTINUED)

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 60°00'03", AN ARC LENGTH OF 15.71 FEET, THE CHORD OF WHICH BEARS S30°27'51"E, A CHORD DISTANCE OF 15.00 FEET TO A POINT;

THENCE S00°27'23"E ALONG THE WEST RIGHT OF WAY OF SAID LOGAN STREET A DISTANCE OF 518.72 FEET TO THE NORTHERLY POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 36 AND DEED BOOK 842 AT PAGE 38;

THENCE S03°46'08"W ALONG THE WEST LINE OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 36 AND DEED BOOK 842 AT PAGE 38 A DISTANCE OF 71.09 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF RECORD IN BOOK 2006 AT PAGE 718;

THENCE N86°11'10"W ALONG THE NORTH LINE OF SAID PARCEL OF RECORD IN BOOK 2006 AT PAGE 718 A DISTANCE OF 137.57 FEET TO THE EASTERLY LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 25 OF RECORD IN BOOK 4190 AT PAGE 579;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY LINES OF SAID LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 25:

1. N10°25'50"E A DISTANCE OF 63.77 FEET TO A POINT;
2. N74°16'41"W A DISTANCE OF 14.06 FEET TO A POINT;
3. N10°35'15"E A DISTANCE OF 870.31 FEET TO A POINT;

THENCE LEAVING SAID EASTERLY LINES OF SAID LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 25, N89°09'55"E A DISTANCE OF 7.16 FEET TO SAID WEST LINE OF THE NORTHEAST ONE–QUARTER OF THE SOUTHEAST ONE–QUARTER OF SECTION 10;

THENCE CONTINUING N89°09'55"E A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N00°27'23"W A DISTANCE OF 88.87 FEET TO A POINT ON THE SOUTH LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY OF RECORD IN BOOK 75 AT PAGE 275;

THENCE N89°25'57"E ALONG SAID SOUTH LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY A DISTANCE OF 549.69 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF RECORD IN BOOK 5280 AT PAGE 977;

THENCE S00°25'58"E ALONG THE WEST LINE OF SAID PARCEL OF RECORD IN BOOK 5280 AT PAGE 977 A DISTANCE OF 296.03 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF RECORD IN BOOK 5280 AT PAGE 977;

THENCE N89°11'13"E ALONG THE SOUTH LINE OF SAID PARCEL OF RECORD IN BOOK 5280 AT PAGE 977 A DISTANCE OF 689.58 FEET TO A POINT ON THE WEST RIGHT OF WAY OF WASHINGTON STREET (RIGHT OF WAY WIDTH VARIES);

THENCE S00°24'28"E ALONG THE SAID WEST RIGHT OF WAY OF WASHINGTON STREET A DISTANCE OF 120.27 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF RECORD IN BOOK 4419 AT PAGE 481;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID PARCEL OF RECORD IN BOOK 4419 AT PAGE 481:

1. S89°11'13"W A DISTANCE OF 195.00 FEET TO A POINT;
2. S00°24'28"E A DISTANCE OF 200.02 FEET TO A POINT;
3. N89°11'13"E A DISTANCE OF 194.96 FEET TO A POINT ON SAID WEST RIGHT OF WAY OF WASHINGTON STREET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID WEST RIGHT OF WAY OF WASHINGTON STREET:

1. S00°24'28"E A DISTANCE OF 460.04 FEET TO A POINT;
2. S44°35'32"W A DISTANCE OF 9.03 FEET TO A POINT;
3. S00°24'28"E A DISTANCE OF 90.00 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 75°08'16", AN ARC LENGTH OF 45.90 FEET, THE CHORD OF WHICH BEARS S34°45'01"W A CHORD DISTANCE OF 42.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF EAST 58TH AVENUE (RIGHT OF WAY WIDTH VARIES);

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE:

1. S83°04'21"W A DISTANCE OF 205.50 FEET TO A POINT;
2. S88°48'02"W A DISTANCE OF 374.04 FEET TO A POINT;
3. S00°25'58"E A DISTANCE OF 10.00 FEET TO A POINT;
4. S88°48'02"W A DISTANCE OF 411.37 FEET TO THE EASTERLY POINT OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40;

THENCE N85°13'30"W ALONG A NORTHERLY LINE OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40 A DISTANCE OF 38.49 FEET TO SOUTHEAST CORNER OF THAT PARCEL OF RECORD IN BOOK 6373 AT PAGE 746;

THENCE N00°50'00"W ALONG THE EAST LINE OF SAID PARCEL OF RECORD IN BOOK 6373 AT PAGE 746 A DISTANCE OF 143.26 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF RECORD IN BOOK 6373 AT PAGE 746;

THENCE S89°10'00"W ALONG THE NORTH LINE OF SAID PARCEL OF RECORD IN BOOK 6373 AT PAGE 746 A DISTANCE OF 169.82 FEET TO A POINT ON THE EAST LINE OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40;

THENCE N03°46'30"W ALONG SAID EAST LINE OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40, A DISTANCE OF 151.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,286,469 SQUARE FEET, OR 29.533 ACRES.

LEGAL DESCRIPTIONS (CONTINUED)

LOT 3

COMMENCING AT THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 10, THENCE N00°27'23"W ALONG THE WEST LINE OF THE NORTHEAST ONE–QUARTER OF SAID SOUTHEAST ONE–QUARTER OF SECTION 10 A DISTANCE OF 329.62 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°32'37"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF LOGAN STREET (RIGHT OF WAY WIDTH VARIES) AT THE NORTHERN POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40; THENCE N00°27'23"W ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 27.53 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF RECORD AT RECEPTION NUMBER 12000027456 AND THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST RIGHT OF WAY OF LOGAN STREET, S89°11'13"W A DISTANCE OF 30.00 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST ONE–QUARTER OF THE SOUTHEAST ONE–QUARTER OF SECTION 10;

THENCE N00°27'23"W ALONG SAID WEST LINE OF THE NORTHEAST ONE–QUARTER OF THE SOUTHEAST ONE–QUARTER OF SECTION 10 A DISTANCE OF 273.00 FEET TO A POINT;

THENCE N89°11'13"E A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456:

1. N89°11'13"E A DISTANCE OF 171.41 FEET TO A POINT;
2. S00°52'57"W A DISTANCE OF 272.99 FEET TO A POINT;
3. S89°11'13"W A DISTANCE OF 173.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 55,260 SQUARE FEET, OR 1.269 ACRES.

OUTLOT A

BEING LOCATED IN THE NORTH ONE–HALF OF THE SOUTHEAST ONE–QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING ORIGINALLY PLATTED BY VIRTUE OF MAPLETON ADDITION OF RECORD AT PLAT FILE 12, MAP 13, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 10, THENCE N00°27'23"W ALONG THE WEST LINE OF THE NORTHEAST ONE–QUARTER OF SAID SOUTHEAST ONE–QUARTER OF SECTION 10 A DISTANCE OF 329.62 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°32'37"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF LOGAN STREET (RIGHT OF WAY WIDTH VARIES) AT THE NORTHERN POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40, AND THE POINT OF BEGINNING;

THENCE S89°32'37"W ACROSS SAID RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 60.00 FEET TO THE WEST RIGHT OF WAY OF SAID LOGAN STREET;

THENCE N00°27'23"W ALONG SAID WEST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 518.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 60°00'03", AN ARC LENGTH OF 15.71 FEET, THE CHORD OF WHICH BEARS N30°27'51"W A CHORD DISTANCE OF 15.00 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 169°27'58", AN ARC LENGTH OF 133.10 FEET, THE CHORD OF WHICH BEARS N24°16'39"E, A CHORD DISTANCE OF 89.62 FEET TO A POINT OF COMPOUND CURVATURE AT THE POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF SAID LOGAN STREET;

THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 70°31'35", AN ARC LENGTH OF 55.39 FEET, THE CHORD OF WHICH BEARS S35°43'11"E, A CHORD DISTANCE OF 51.96 FEET TO A POINT;

THENCE S00°27'23"E ALONG THE EAST RIGHT OF WAY OF SAID LOGAN STREET A DISTANCE OF 270.16 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE LEAVING SAID EAST RIGHT OF WAY OF LOGAN STREET THE FOLLOWING THREE (3) COURSES ACROSS SAID LOGAN STREET:

1. S89°11'13"W A DISTANCE OF 30.00 FEET;
2. S00°27'23"E A DISTANCE OF 273.00 FEET;
3. N89°11'13"E A DISTANCE OF 30.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY OF LOGAN STREET AT THE SOUTHWEST CORNER OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE S00°27'23"E A DISTANCE OF 27.53 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 30,169 SQUARE FEET, OR 0.693 ACRES.



MAPLETON ADDITION AMENDED No. 5
BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND
A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 11
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

GENERAL NOTES

1. THIS PLAT HAS BEEN PREPARED BASED UPON A FIELD SURVEY PERFORMED BY THIS FIRM IN 2014, AND IS BASED ON CHICAGO TITLE INSURANCE COMPANY POLICY NO. CO-FWCO-IMP-72306-1-14-C2004369, FOR INFORMATION REGARDING OWNERSHIP, EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF CERTIFICATION SHOWN HEREON.

3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

4. LINEAR UNITS USED FOR THIS PLAT IS THE U.S. SURVEY FOOT.

5. BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF DENVER AND RIO GRANDE RAILROAD RIGHT-OF-WAY, MONUMENTED AS SHOWN HEREON, BEARING N89°25'57"E PER BOOK 5118 PAGES 641-655.

6. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 080001 0611 H (MAP NO. 08001C0611H), WHICH BEARS A REVISION DATE OF 03/05/2007, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

7. CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

INGRESS-EGRESS EASEMENT FOR MART LODGING LLC

A NON-EXCLUSIVE INGRESS-EGRESS EASEMENT FOR THE BENEFIT OF THE MART LODGING LLC PARCEL (ASSESSOR PARCEL NUMBER 0182510401020) OVER A PORTION OF LOGAN STREET VACATED BY THIS PLAT HAS BEEN EXECUTED BY SEPARATE DOCUMENT AND IS SHOWN ON THIS PLAT. SAID ACCESS SHALL BE MAINTAINED BY THE ADJACENT LANDOWNERS.

UTILITY EASEMENT RESERVATION

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR EXISTING SEWER, GAS, WATER AND SIMILAR PIPELINES AND APPURTENANCES, AND FOR ELECTRIC, TELEPHONE AND SIMILAR LINES AND APPURTENANCES WITHIN THE VACATED PORTIONS OF LOGAN STREET VACATED BY THIS PLAT.

OUTLOT A

UPON APPROVAL AND RECORDATION OF THIS PLAT, OWNERSHIP OF OUTLOT A WILL BE BY HLA ASSOCIATES LP. THE PURPOSE OF OUTLOT A WILL BE FOR AN INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOTS 2 AND 3.

AREA TABULATION

LOT 1: 192,783 SQUARE FEET, OR 4.426 ACRES (NET)
LOT 2: 1,282,048 SQUARE FEET, OR 29.432 ACRES (NET)
LOT 3: 55,260 SQUARE FEET, OR 1.269 ACRES
OUTLOT A: 30,169 SQUARE FEET, OR 0.693 ACRES

VACATED LOGAN STREET: 38,359 SQUARE FEET, OR 0.881 ACRES TOTAL
PORTION TO OUTLOT A: 30,169 SQUARE FEET, OR 0.693 ACRES
PORTION TO LOT 3: 8,190 SQUARE FEET, OR 0.188 ACRES

TITLE COMMITMENT SCHEDULE B SECTION 2 ITEMS

CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 097-C2027204-057-057, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF APRIL 13, 2017 WAS RELIED UPON FOR THE PREPARATION OF THIS PLAT. PLOTTABLE EASEMENTS ARE SHOWN HEREON. THE FOLLOWING IS A LIST OF NON-PLOTTABLE SURVEY RELATED EASEMENTS OR ENCUMBRANCES THAT ARE REPORTED IN SAID COMMITMENT:

EASEMENTS, TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE DEED, WHICH WAS RECORDED MAY 26, 1917 IN BOOK 87 AT PAGE 357. (AFFECTS, NOTHING TO PLOT)

EASEMENTS, TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT, WHICH WAS RECORDED NOVEMBER 2, 1967 IN BOOK 1398 AT PAGE 139. (AFFECTS, NOTHING TO PLOT)

EASEMENTS, TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE LIMITED SPECIAL WARRANTY DEED, WHICH WAS RECORDED JANUARY 31, 1994 IN BOOK 4248 AT PAGE 412. (AFFECTS PARCEL I, NOTHING TO PLOT)

EASEMENTS INCLUDING BUT NOT LIMITED TO RIGHT OF WAY FOR THE ROCKY MOUNTAIN DITCH AND ANY RIGHTS OF THE PUBLIC RELATING THERETO, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE PLAT OF PLAT OF MAPLETON ADDITION RECORDED MAY 3, 1966 AT RECEPTION NO. 785275. (NO VISIBLE EVIDENCE OF THE ROCKY MOUNTAIN DITCH WAS OBSERVED ON SITE)

EASEMENT AND RIGHT OF WAY TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE UTILITY LINES, GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN THE INSTRUMENT RECORDED AUGUST 23, 1935 IN BOOK 225 AT PAGE 513, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED. (DOES AFFECT-BLANKET IN NATURE)

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY FOR INTERSTATE HIGHWAY NO. 25, ALSO KNOWN AS COLORADO STATE HIGHWAY NO. 25, FROM AND TO ANY PART OF SUBJECT PROPERTY ABUTTING UPON SAID HIGHWAY, AS GRANTED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, BY THE DEED RECORDED APRIL 28, 1960 IN BOOK 842 AT PAGE 36 AND BY THE RULE AND ORDER RECORDED NOVEMBER 10, 1993 IN BOOK 4190 AT PAGE 579. (CALLS FOR NO POINT OF ACCESS ALONG INTERSTATE 25, NOTHING TO PLOT)

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY FOR INTERSTATE HIGHWAY NO. 25, ALSO KNOWN AS COLORADO STATE HIGHWAY NO. 25, FROM AND TO ANY PART OF SUBJECT PROPERTY ABUTTING UPON SAID HIGHWAY, AS GRANTED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, BY THE DEED RECORDED APRIL 28, 1960 IN BOOK 842 AT PAGE 38 AND BY THE RULE AND ORDER RECORDED NOVEMBER 10, 1993 IN BOOK 4190 AT PAGE 579. (CALLS FOR NO POINT OF ACCESS ALONG INTERSTATE 25, NOTHING TO PLOT)

TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE AGREEMENT, WHICH WAS RECORDED JANUARY 8, 1965 IN BOOK 1202 AT PAGE 20. (AFFECTS, NOTHING TO PLOT)

TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THE AGREEMENT, WHICH WAS RECORDED JULY 16, 1968 IN BOOK 1449 AT PAGE 244. (AFFECTS, NOTHING TO PLOT)

EASEMENTS, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE CROSS EASEMENT AND RECIPROCAL PARKING EASEMENT), WHICH WAS RECORDED SEPTEMBER 14, 1973 IN BOOK 1888 AT PAGE 577 AND THE ASSIGNMENT RECORDED JULY 19, 1974 IN BOOK 1943 AT PAGE 305. (AFFECTS, BLANKET IN NATURE)

TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE CROSS EASEMENT AND RECIPROCAL PARKING EASEMENT), WHICH WAS RECORDED SEPTEMBER 14, 1973 IN BOOK 1888 AT PAGE 583 AND THE ASSIGNMENT RECORDED JULY 19, 1974 IN BOOK 1943 AT PAGE 305. (AFFECTS, BLANKET IN NATURE)

ENCROACHMENTS OF FOUNDATION, FENCE, DOCK AND OTHER SURVEY MATTERS DISCLOSED BY AND MORE FULLY SET FORTH IN THE DEEDS RECORDED MARCH 5, 1985 IN BOOK 2974 AT PAGE 254 AND THE DEED RECORDED JULY 3, 1985 IN BOOK 3021 AT PAGE 256. (AFFECTS, NOTHING TO PLOT)

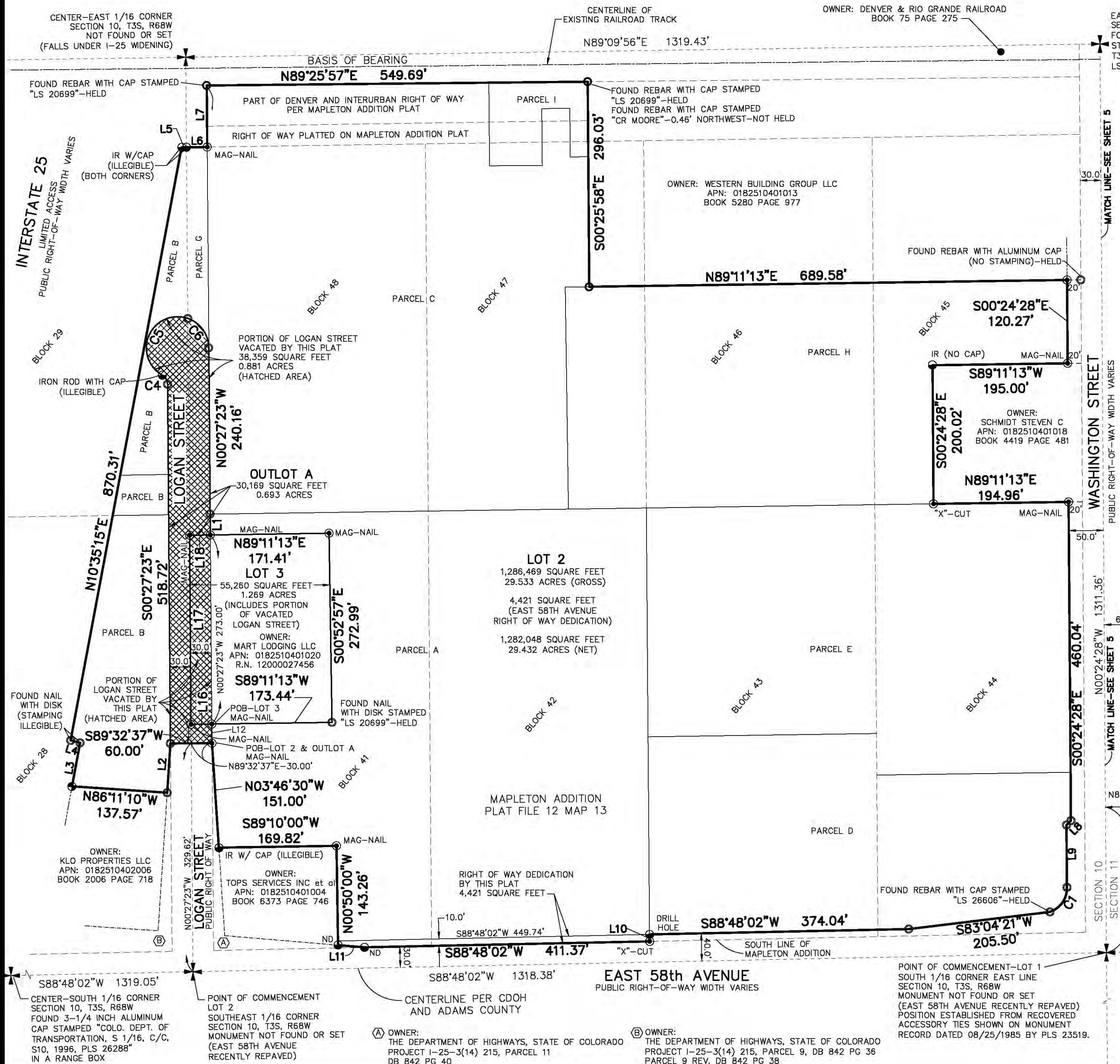
EASEMENTS, TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT AGREEMENT, WHICH WAS RECORDED JULY 16, 1996 IN BOOK 4795 AT PAGE 184. (AFFECTS, NOTHING TO PLOT)

EASEMENTS, TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT AGREEMENT, WHICH WAS RECORDED JULY 26, 1996 IN BOOK 4802 AT PAGE 190, AS AMENDED BY RELEASE OF LEASE AND CONFIRMATION OF EASEMENT RECORDED JANUARY 2, 1997 IN BOOK 4911 AT PAGE 856. (AFFECTS, NOTHING TO PLOT)

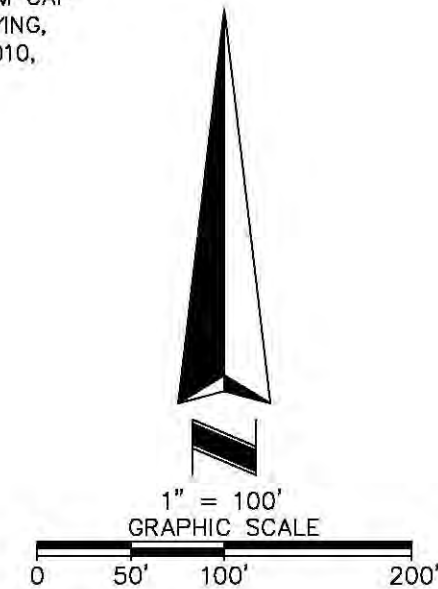


MAPLETON ADDITION AMENDED No. 5
BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND
A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 11
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

SHEET 4 OF 6
CASE NO. PRC2016-00015



EAST 1/4 CORNER
SECTION 10, T3S, R68W
FOUND 3-1/4 INCH ALUMINUM CAP
STAMPED "FLATIRON SURVEYING,
T3S, R68W, 1/4, S10/S11, 2010,
LS 16406" IN RANGE BOX



SEE SHEET 5 FOR LINE AND CURVE TABLES

NOTE: FOR PLOTTABLE EASEMENTS AFFECTING
THIS LOT, SEE SHEET 6 OF 6

LEGEND

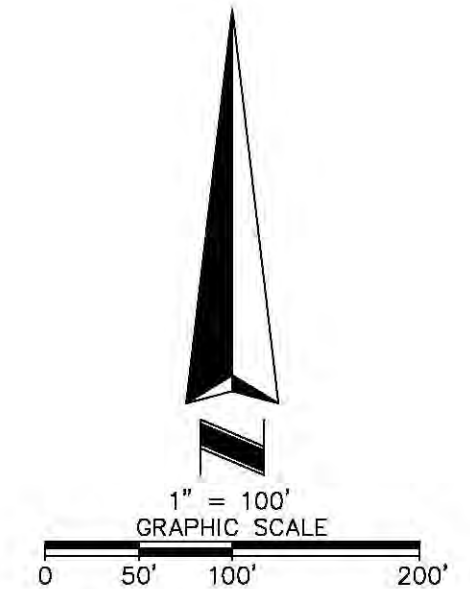
- | | |
|------|-------------------------------------|
| APN | ADAMS COUNTY ASSESSOR PARCEL NUMBER |
| CDOH | COLORADO DEPARTMENT OF HIGHWAYS |
| DB | DEED BOOK |
| IR | IRON ROD |
| ND | NAIL & DISK |
| PG | PAGE |
| POB | POINT OF BEGINNING |
| RN | RECEPTION NUMBER |
- ✦ ALIQUOT CORNER AS NOTED
- REBAR WITH CAP STAMPED "PLS 10945" UNLESS OTHERWISE NOTED
 - REBAR WITH CAP STAMPED "PLS 20699" UNLESS OTHERWISE NOTED
 - NAIL WITH BRASS DISK STAMPED "PLS 10945" UNLESS OTHERWISE NOTED
 - MONUMENT WITH NO IDENTIFICATION, AS NOTED
 - REBAR WITH CAP STAMPED "PLS 38142" UNLESS OTHERWISE NOTED

ASM AMERICAN SURVEYING & MAPPING INC.

3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FLORIDA 32803
PHONE (407) 426-7979 WWW.ASMCORPORATE.COM

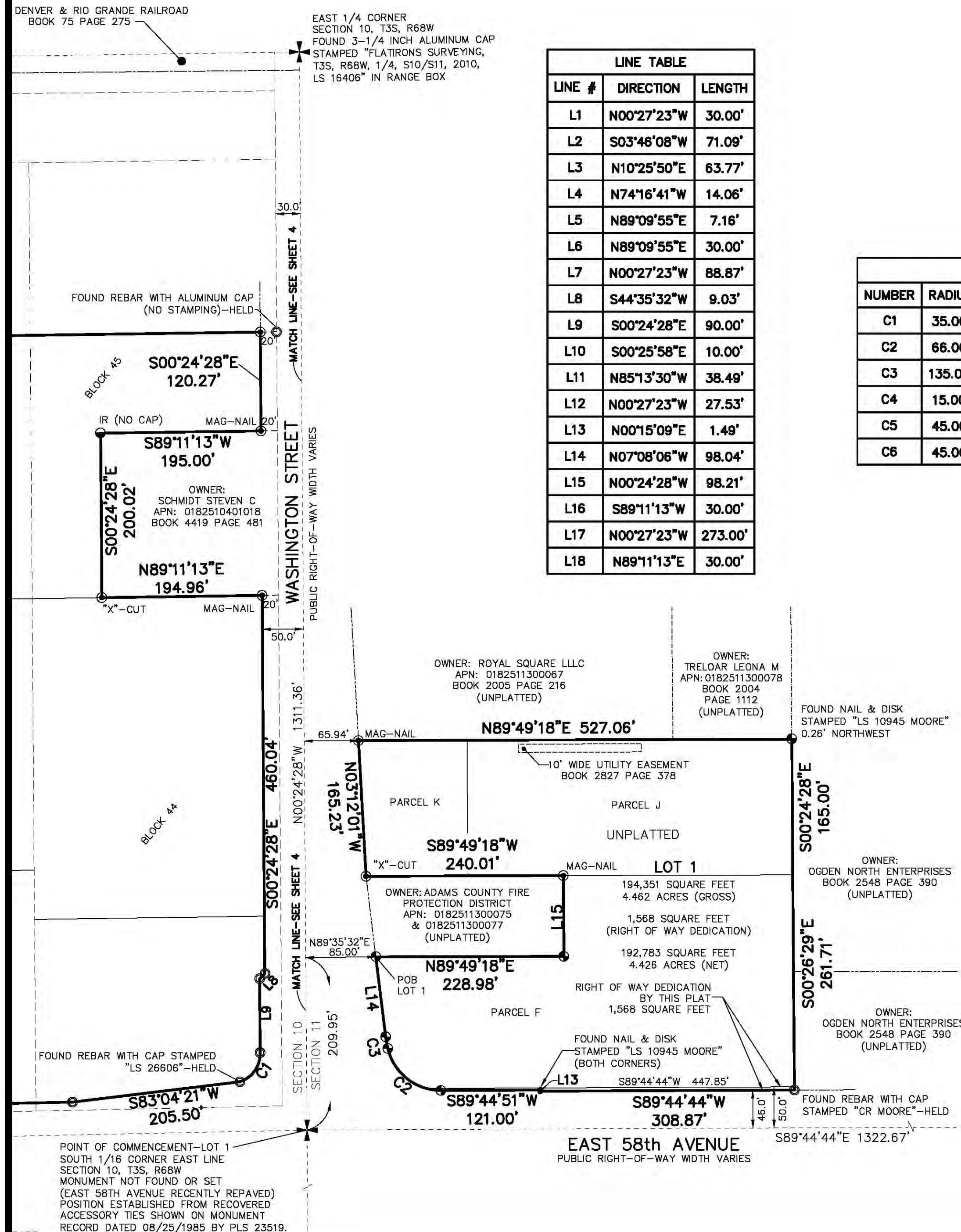
MAPLETON ADDITION AMENDED No. 5
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TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

SHEET 5 OF 6
CASE NO. PRC2016-00015



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°27'23"W	30.00'
L2	S03°46'08"W	71.09'
L3	N10°25'50"E	63.77'
L4	N74°16'41"W	14.06'
L5	N89°09'55"E	7.16'
L6	N89°09'55"E	30.00'
L7	N00°27'23"W	88.87'
L8	S44°35'32"W	9.03'
L9	S00°24'28"E	90.00'
L10	S00°25'58"E	10.00'
L11	N85°13'30"W	38.49'
L12	N00°27'23"W	27.53'
L13	N00°15'09"E	1.49'
L14	N07°08'06"W	98.04'
L15	N00°24'28"W	98.21'
L16	S89°11'13"W	30.00'
L17	N00°27'23"W	273.00'
L18	N89°11'13"E	30.00'

CURVE DATA					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	35.00'	75°08'16"	45.90'	42.68'	S34°45'01"W
C2	66.00'	77°00'00"	88.70'	82.17'	N51°45'09"W
C3	135.00'	06°07'50"	14.44'	14.44'	N10°52'44"W
C4	15.00'	60°00'03"	15.71'	15.00'	S30°27'51"E
C5	45.00'	169°27'58"	133.10'	89.62'	S24°16'39"W
C6	45.00'	70°31'35"	55.39'	51.96'	N35°43'11"W



- LEGEND
- APN ADAMS COUNTY ASSESSOR PARCEL NUMBER
 - CDOH COLORADO DEPARTMENT OF HIGHWAYS
 - DB DEED BOOK
 - IR IRON ROD
 - ND NAIL & DISK
 - PG PAGE
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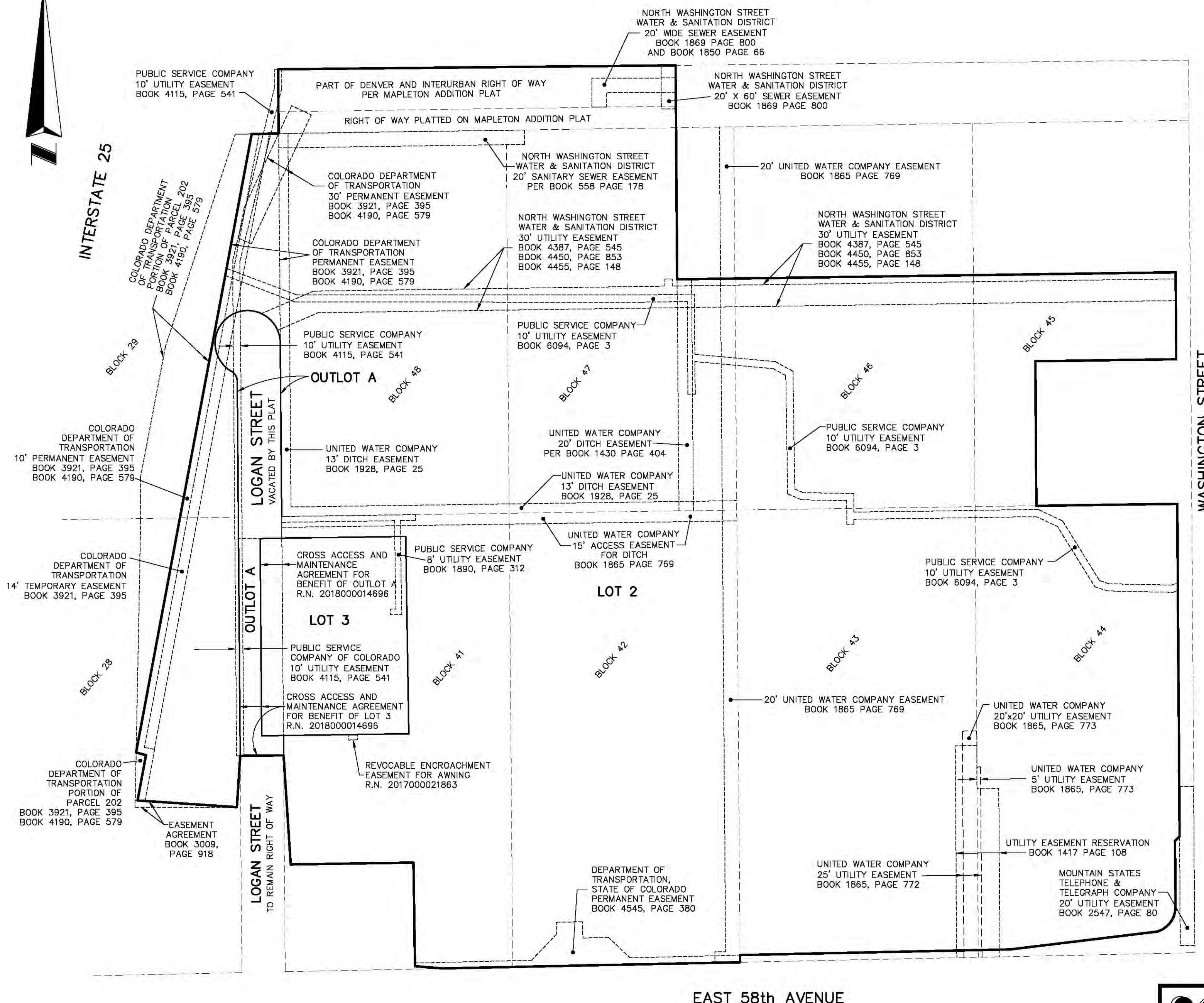
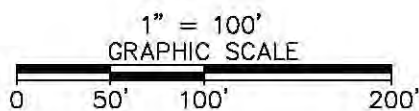
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MAPLETON ADDITION AMENDED No. 5

BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND
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TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

DETAIL SHEET- PLOTTABLE EASEMENTS AFFECTING LOT 2



EAST 58th AVENUE



CROSS ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Cross Access Easement and Maintenance Agreement (the "Agreement") is entered into as of the Effective Date defined below, by and between the **Hawthorn Lakes Associates Ltd**, a Texas limited partnership, having an address of 451 East 58th Avenue, Denver, Colorado, ("HLA"), and **Mart Lodging LLC**, a Colorado limited liability company, having an address of 10 East 120th Avenue, Northglenn, Colorado 80233-1002 ("Lodging"). HLA and Lodging may be individually referred to herein as a "Party" and jointly referred to herein as the "Parties."

RECITALS

A. HLA is an affiliate of Denver Mart LLC, a Delaware limited liability company (the "Mart"), which is owner of real property known as the Denver Mart, having an address of 451 East 58th Avenue, Denver Colorado, also known as Adams County Assessor's Parcel No. 0182510401021, (hereinafter, the "Mart Parcel").

B. Lodging is the owner of real property known as the Comfort Inn Central, having an address of 401 East 58th Avenue, Denver, Colorado, also known as Adams County Assessor's Parcel No. 0182510401020, (hereinafter, the "Inn Parcel"). The Mart Parcel and the Inn Parcel may individually referred to herein as a "Parcel" and collectively referred to herein as the "Parcels."

C. The Mart has made application to Adams County to vacate a portion of Logan Street north of 58th Avenue as it abuts the Inn Parcel and portions of the Mart Parcel, and upon the granting of such application by Adams County, ownership of vacated Logan Street described on the attached **Exhibit A**, which abuts the Mart Parcel, shall be conveyed to the HLA; and ownership of vacated Logan Street described on the attached **Exhibit B**, which abuts the Inn Parcel shall revert to or be conveyed to Lodging. The property described in **Exhibits A and B** shall be collectively referred to herein as "Vacated Logan Street."

D. HLA and Lodging desire to enter into this Agreement to grant access to the Inn Parcel and the Mart Parcel over their respective portions of Vacated Logan Street, and to provide for the sharing of certain maintenance costs.

NOW THEREFORE, for valuable consideration, including the agreements hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties as follows:

1. Grant of Cross-Easement for Access. HLA hereby grants and conveys to Lodging, and Lodging hereby grants and conveys to HLA and the Mart, reciprocal and non-exclusive easement, right and privilege of use, both pedestrian and automotive, for the purpose of ingress, egress and passage, upon and over Vacated Logan Street, as shown on the annexed **Exhibit A** for the benefit of the Inn Parcel, and as shown on **Exhibit B** for the benefit of the HLA and the Mart Parcel.

2. Grant of Easement for Access to Mart. HLA hereby grants and conveys to the Mart, a non-exclusive easement, right and privilege of use, both pedestrian and automotive, for the purpose of ingress, egress and passage, upon and over Vacated Logan Street, as shown on the annexed **Exhibit A**, for the benefit of the Mart Parcel.

3. Non-Merger and Continued Effect. The easements hereby granted shall run with the land and be for the benefit of and appurtenant to each of the Parcels, and may be enforced either at law or in equity without the requisite showing of irreparable harm or damage. The Parties intend that no merger shall occur by virtue of the fact that the dominant estate and servient estate of these easements are now, may continue

to be, or may again in the future be owned by the same party or parties, including the current owner of the Parcels. It is the intent of each Party that this easement and agreement shall continue in perpetuity unless and until extinguished by a writing duly made and acknowledged by Parties, or their successors or assigns, and in compliance with local zoning codes then existing.

4. Parties Indemnified From Claims. Each Party and its respective assigns agrees to indemnify and protect the other Party and defend and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, a person or persons, corporations or property by reason of such Party's use of the easement granted by the other Party, and in case any suit or action is brought against the indemnified Party which arises out of, or by reason of any cause related to the indemnifying Party's use of the easement, the indemnifying Party or its assigns, will, upon notice to them of the commencement of such action, defend the same at their sole cost and expense and satisfy any judgment which may be rendered against the indemnified Party in any such suit or action.

5. Maintenance of Vacated Logan Street.

5.1 Either Party may perform maintenance on Vacated Logan Street at its own expense upon reasonable notice to the other Party.

5.2 Either Party may remove snow and ice from Vacated Logan Street as it deems reasonably necessary and at its own cost and expense, so long as such removal is done in a good and workmanlike manner, and does not result in the blockage of Vacated Logan Street or a disproportionate depositing of snow on the Inn Parcel or the Mart Parcel.

5.3 Maintenance costs shall be shared between the parties if such costs are reasonable, the maintenance covers all of Vacated Logan Street such as to benefit both Parcels, and prior to any costs being incurred for such maintenance, the Party proposing the maintenance gives at least fifteen (15) days' notice of such proposal to the other Party, provides a copy of all plans, bids and specifications for such maintenance, and considers in good faith the comments of the other Party. If maintenance costs are to be shared and the work is to be performed by a Party or its affiliate, the other Party must first give written consent to such work before any such cost may be shared. Where maintenance of Vacated Logan Street is to be shared between the Parties, as described above, HLA shall be responsible for 75% of such cost and Lodging shall be responsible for 25% of such costs.

5.4 In all cases, maintenance on Vacated Logan Street shall be performed in a good and workmanlike manner, in accordance with applicable law, and shall not be performed so as to result in any unreasonable limitation on the other Party's use of Vacated Logan Street under the circumstances.

5.5 Where costs of maintenance on Vacated Logan Street are to be shared, such share of costs incurred shall, if unpaid after 60-days' notice to the non-paying Party has been given, be a burden upon the Parcel of the non-paying Party with a lien therefore against such Parcel for such unpaid costs. Any such lien shall attach upon the filing and recording of an affidavit by the Party incurring the cost. Such affidavit shall set forth the description of the Parcel against which the lien is claimed, the total amount of the expenditure, the portion attributable to such Parcel, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the other Party by regular mail, with postage prepaid, at its last known address.

5.6 Each Party shall be separately responsible to repair, and for the costs thereof, of any damage caused to Vacated Logan Street as a result of extraordinary use by such Party, its contractors, guests or invitees. "Extraordinary use" shall include, but not be limited to, movement of construction equipment or other heavy loads.

6. Binding Effect. This Agreement shall be recorded in the real property records of Adams County, Colorado, shall run with the land, and shall be binding on all successors and assigns of Parties.

7. Entire Agreement – Amendments. The entire agreement of the Parties with respect to the subject matter is set forth in this Agreement and the Parties are not bound by any agreements or understandings other than are expressly set forth hereunder. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same is in writing and signed by the Parties.

8. Effective Date. This Agreement shall be effective upon the date which title to property described in **Exhibit A** is vested in the HLA, and to property described in **Exhibit B** is vested in Lodging.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, to be effective as of the date and year first above written.

HAWTHORN LAKES ASSOCIATES LTD

MART LODGING LLC

By [Signature]
Woodhaven-Hawthorn Inc,
Its General Partner
Edward D. Herrick, President

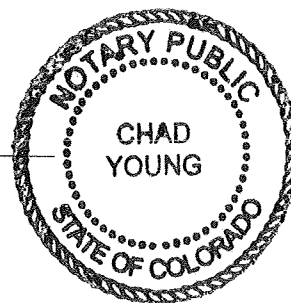
By [Signature]
Bruce Rahmani, Manager

STATE OF Colorado)
) ss.
COUNTY OF San Miguel)

The foregoing instrument was subscribed and sworn to before me this 15th day of February, 2018, by Edward D. Herrick, President of Woodhaven-Hawthorn Inc, as General Partner of Hawthorn Lakes Associates Ltd.

My commission expires: 09.12.2019

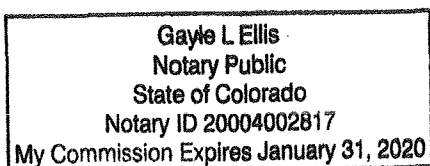
[Signature]
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was subscribed and sworn to before me this 21st day of February, 2018, by Bruce Rahmani, as Manager of HLA Lodging LLC.

My commission expires: 1/31/2020



[Signature]
Notary Public

EXHIBIT A

Mart Lodging LLC Ingress-Egress Easement Description

Being located in the north one-half of the southeast one-quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian and being a portion of Logan Street originally platted by virtue of Mapleton Addition of record at Plat File 12, Map 13, records of the Recorder's Office, Adams County, Colorado and being a portion of said Logan Street vacated by PRC2016-00015, and being further described as follows:

Basis Of Bearings: Bearings shown hereon are based on the south line of the Denver & Rio Grande Railroad right of way, also being the north line of Parcel C of record at Reception Number 2014000058792, bearing N89°25'57"E a distance of 549.69 feet, and being monumented at the west end by a found #5 rebar with a cap stamped "LS 20699" and on the east end by a found #5 rebar with cap stamped "LS 20699", with all other bearings contained herein relative thereto;

Commencing at the Southeast 1/16th corner of said Section 10, thence N00°27'23" W along the west line of the northeast one-quarter of said southeast one-quarter of Section 10 and along the centerline of said Logan Street (right of way width varies) a distance of 329.62 feet to the south line of that portion of Logan Street vacated by said PRC2016-00015, and the Point Of Beginning;

Thence S89°32'37"W a distance of 30.00 feet to a point on the west right of way of said Logan Street;

Thence N00°27'23"W along said west right of way of Logan Street a distance of 300.15 feet to a point;

Thence N89°11'13"E a distance of 30.00 feet to a point on said centerline of Logan Street;

Thence S00°27'23"E along said centerline of Logan Street a distance of 273.00 feet to a point;

Thence N89°11'13"E a distance of 30.00 feet to a point on the east right of way of said Logan Street and also being the southwest corner of that parcel of record at Reception Number 12000027456;

Thence S00°27'23"E along said east right of way of Logan Street a distance of 27.53 feet to the southeast corner of said portion of Logan Street vacated by said PRC2016-00015;

Thence S89°32'37"W along the south line of said portion of Logan Street vacated by said PRC2016-00015, a distance of 30.00 feet to the Point Of Beginning.

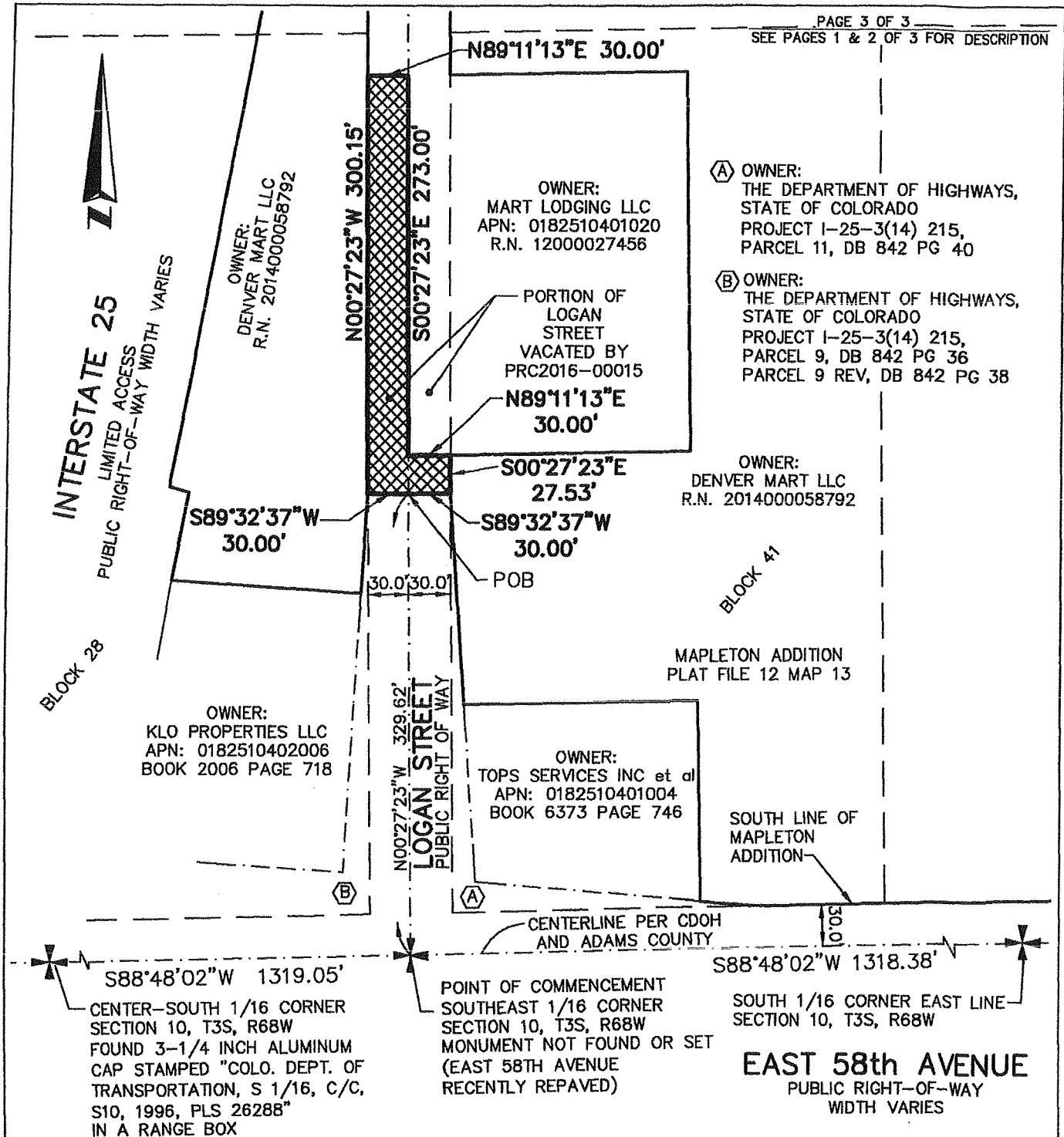
Containing a calculated area of 9,830 square feet, or 0.226 acres.

This description based on a field survey by this Firm conducted in 2014.

For and on behalf of American Surveying & Mapping, Inc.



Charles Beresford PLS
Colorado Registration Number 35583
American Surveying & Mapping, Inc.
3191 Maguire Boulevard, Suite 200
Orlando FL 32803
(407) 426-7979

**EXHIBIT FOR**PROPOSED INGRESS-EGRESS EASEMENT
FOR MART LODGING, LLC

ACROSS A PORTION OF VACATED LOGAN STREET

ADAMS COUNTY, COLORADO S/E 1/4 OF SECTION 10, T3S, R68W

DATE: 10/12/16

SCALE: 1"=100'

APPROVED BY: CB

JOB NO. 1400936

DRAWN BY: CB

REVISED:

10/25/17-COMMENTS

ASM**AMERICAN
SURVEYING
& MAPPING INC.**3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7978
WWW.ASMCORPORATE.COMNOTE: THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED DESCRIPTION.

1" = 100'

GRAPHIC SCALE

0 50' 100' 200'

LEGEND:APN ASSESSOR PARCEL NUMBER
DB DEED BOOK
PG PAGE
POB POINT OF BEGINNING
RN RECEPTION NUMBER

EXHIBIT B

Denver Mart LLC Ingress-Egress Easement Description

Being located in the north one-half of the southeast one-quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian and being a portion of Logan Street originally platted by virtue of Mapleton Addition of record at Plat File 12, Map 13, records of the Recorder's Office, Adams County, Colorado, and being a portion of said Logan Street vacated by PRC2016-00015, and being further described as follows:

Basis Of Bearings: Bearings shown hereon are based on the south line of the Denver & Rio Grande Railroad right of way, also being the north line of Parcel C of record at Reception Number 2014000058792, bearing N89°25'57"E a distance of 549.69 feet, and being monumented at the west end by a found #5 rebar with a cap stamped "LS 20699" and on the east end by a found #5 rebar with cap stamped "LS 20699", with all other bearings contained herein relative thereto;

Commencing at the Southeast 1/16th corner of said Section 10, thence N00°27'23" W along the west line of the northeast one-quarter of said southeast one-quarter of Section 10 and along the centerline of said Logan Street (right of way width varies) a distance of 329.62 feet to the south line of that portion of Logan Street vacated by said PRC2016-00015;

Thence continuing along said centerline of Logan Street N00°27'23"W a distance of 27.34 feet to the Point Of Beginning;

Thence N00°27'23"W continuing along said centerline of Logan Street a distance of 273.00 feet to a point;

Thence N89°11'13"E a distance of 30.00 feet to a point on the east right of way of said of Logan Street, and being the northwest corner of that parcel of record at Reception Number 12000027456;

Thence S00°27'23"E along said east right of way of Logan Street and along the west line of said parcel of record at Reception Number 12000027456 a distance of 273.00 feet to a point;

Thence S89°11'13"W a distance of 30.00 feet to the Point Of Beginning.

Containing a calculated area of 8,190 square feet, or 0.188 acres.

This description based on a field survey by this Firm conducted in 2014.

POB	POINT OF BEGINNING
RN	RECEPTION NUMBER

For and on behalf of American Surveying & Mapping, Inc.



Charles Beresford PLS
Colorado Registration Number 35583
American Surveying & Mapping, Inc.
3191 Maguire Boulevard, Suite 200
Orlando FL 32803
(407) 426-7979



Development Review Team Comments

Date: 12/7/16

Project Number: PRC2016-00015

Project Name: Denver Mart Logan St. Project

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.

Commenting Division: Development Services, Planning

Name of Review: Emily Collins

Email: ecollins@adcogov.org

PLN1. This request is for the following:

- a. Lot Line Vacation to combine multiple parcels into two lots.
- b. Vacate a portion of Logan Street (approximately 614 linear feet) north of 58th Ave.
- c. Rezone a portion of the property from Industrial-1 to Industrial-2.

PLN2. The subject properties are designated Industrial-1 (I-1) and Industrial-2 (I-2):

- a. Denver Mart properties include 12 parcels and approximately 33.995 acres combined.
- b. I-1 zone district is intended to provide for a general commercial and restricted industrial district to provide for a variety of compatible business, warehouse, wholesale, office, and limited industrial uses.
- a. I-2 zone district is accommodate light manufacturing, processing, fabrication, assembly, and storage of non-hazardous and/or non-obnoxious material and products as well as allowing service facilities for industries and their employees.

PLN3. Comprehensive Plan Designation- Commercial:

- a. Intended to serve either neighborhood or regional needs and can be comprised of a variety of uses, including retail sales, restaurants and other services, and professional and commercial offices.
- b. The primary objective of the Commercial land use designation is to support and attract businesses that provide employment opportunities, meet the needs of County residents and visitors, and contribute to the County's tax base.
- c. Staff is supportive of I-1 zoning, the purpose of which is more compatible with the Comprehensive Plan designation.

PLN5. Roadway Vacation, Section 2-02-16-08:

a. Criteria for approval:

1. The roadway vacation complies with these standards and regulations and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The roadway vacation is in keeping with the purpose and intent of the subdivision regulations.
4. The approval will not adversely affect the public health, safety, and welfare.
5. The vacation does not leave any land adjoining the roadway without an established public road or private access easement connecting said land with another established public road.
6. If the roadway is a state or federal highway, the vacation has been approved by the state transportation commission.

PLN6. Rezone, Section 2-02-13:

a. Criteria for approval:

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations.
4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

b. Staff is not supportive of the request for Industrial-2 zoning; however, staff is supportive of Industrial-1 zoning.

- b. The existing Conditional Use Permit for the drive-in movie theater (RCU2014-00022) expires on January 27, 2024. This use is categorized as Outdoor Commercial Recreation and requires a CUP in all Industrial zone districts.

PLN4. Lot Line Vacation, Section 2-02-16-03:

a. Proposed Lot 1 is approximately 4.462 acres

- i. Approximately 365 ft of frontage onto Washington Street and 429 ft onto E. 58th Ave.

b. Proposed Lot 2 is approximately 29.533 acres and does not include the portion of vacated Logan Street.

i. A revised lot line vacation plat is required to include the vacated portions.

- ii. Approximately 616 ft of frontage onto E. 58th Ave and 724 ft onto Washington

c. All lots must conform to the proposed zone district:

- i. I-1 requires a minimum 1 acre lot size and 100 feet in width
- ii. I-2 requires a minimum 2 acre lot size and 125 feet in width

d. Criteria for Approval:

- i. The vacation complies with these standards and regulations and the original conditions of approval.
- ii. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
- iii. The vacation is in keeping with the purpose and intent of the subdivision regulations.
- iv. The approval will not adversely affect the public health, safety, and welfare.

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: glabrie@adcogov.org

ENG1: Engineering has no objections to this vacation.

Commenting Division: Development Services, Right-Of-Way

Name of Review: Ian Cortez

Email: icortez@adcogov.org

Plat revisions

1. Revise the title of plat to MAPLETON ADDITION AMENDED NO. 5.
2. Be sure to provide a 1-inch border along the top, right and bottom sides of each sheet.
3. Submit an updated owner's title policy, dated within the last thirty (30) days of submittal.
4. Move the Dedication Statement above the Purpose Statement.
5. Revise the legal description within the dedication statement to be a metes and bounds description of the peripheral of Lot 1 together with the portion of vacated Logan Street and excepting therefrom that portion described in Reception No. 2012000027456 to Mart Lodging LLC and the peripheral of Lot 2. Please a note at this location and say "SEE SHEET 2 FOR LEGAL DESCRIPTION."
6. Revised the third paragraph of the Dedication Statement to include the following: "...into lots AND STREETS ..."
7. Move the Purpose Statement, Area Tabulation, Utility Easement Reservation, Ingress-Egress Easement statement and General Notes to the center 'column' on Sheet 1. And move the Notary Acknowledgement and Lienholder Certificate under the owner's signature block.
8. Reference the Policy Number instead of the File Number in the General Note 1.
9. Add the case number to the all Sheets: PRC2016-00015.
10. Remove the Logan Street Vacation Description.
11. If the location of the any of the easements defined within the Schedule B Exceptions of the title commitment are not shown on the plat, please provide a statement or general note as to why (i.e. Exception 10 – Book 87 at Page 357).
12. Provide private cross use easement for adjoiner loading dock onto 'Parcel C' as shown on ALTA Survey and noted on title commitment or policy. Furthermore, a private ingress/egress easement should be platted to gain access to loading dock.

13. Provide private cross use easement for adjoining awning onto 'Parcel A' as shown on ALTA Survey and noted on title commitment or policy.
14. Provide private cross use easement for adjoining awning onto 'Parcel H' as shown on ALTA Survey and noted on title commitment or policy.
15. Dedicate 10 feet of right-of-way along East 58th Avenue within Lot 2 from the 10.00 feet offset line.
16. Dedicate additional right-of-way along East 58th Avenue within Lot 1. Create a right-of-way line 50 feet northerly and parallel of the South line of the Northwest Quarter of the Southwest Quarter of Section 11.

Commenting Division: Building Safety

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- No comment.

Commenting Division: Environmental Analyst

Name of Review: Jen Rutter

Email: jrutter@adcogov.org

ENV1: No comments.

Commenting Division: Parks and Open Space

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PRK 1: No comments.

NO. 5

MAPLETON ADDITION AMENDED PLAT AND LOGAN STREET VACATION
BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND
A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 11
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

CASE NO. PRC 2016-00015

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO COMBINE MULTIPLE PARCELS INTO TWO (2) LOTS AND TO VACATE A PORTION OF THE LOGAN STREET RIGHT OF WAY, AS SHOWN HEREON.

AREA TABULATION

LOT 1: 194,351 SQUARE FEET, OR 4.462 ACRES
LOT 2: 1,286,466 SQUARE FEET, OR 29.533 ACRES
VACATED LOGAN STREET: 38,359 SQUARE FEET, OR 0.881 ACRES

UTILITY EASEMENT RESERVATION

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR EXISTING UTILITY PURPOSES OVER, ON AND UNDER THE PORTION OF LOGAN STREET VACATED BY THIS PLAT.

INGRESS-EGRESS EASEMENT FOR MART LODGING LLC

A NON-EXCLUSIVE INGRESS-EGRESS EASEMENT FOR THE BENEFIT OF THE MART LODGING LLC PARCEL OVER A PORTION OF LOGAN STREET VACATED BY THIS PLAT WILL BE EXECUTED BY SEPARATE DOCUMENT UPON APPROVAL OF THIS PLAT.

GENERAL NOTES

1. THIS PLAT HAS BEEN PREPARED BASED UPON A FIELD SURVEY PERFORMED BY THIS FIRM IN 2014, AND IS BASED ON CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 097-C2004369-028-058, AMENDMENT 1, FOR INFORMATION REGARDING OWNERSHIP, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. PLOTTABLE EASEMENTS LISTED IN THIS COMMITMENT ARE SHOWN HEREON.

2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF CERTIFICATION SHOWN HEREON.

3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMBINS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

4. LINEAR UNITS USED FOR THIS PLAT IS THE U.S. SURVEY FOOT.

5. BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF DENVER AND RIO GRANDE RAILROAD RIGHT-OF-WAY, MONUMENTED AS SHOWN HEREON, BEARING N89°25'57"E PER BOOK 5118 PAGES 641-655.

6. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 080001 0611 H (MAP NO. 08001C0611H), WHICH BEARS A REVISION DATE OF 03/05/2007, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

7. CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

DEDICATION STATEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT DENVER MART, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

~~ALL OF THOSE PARCELS AS DESCRIBED IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792, RECORDS OF THE RECORDER'S OFFICE, ADAMS COUNTY, COLORADO.~~

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF "MAPLETON ADDITION AMENDED PLAT", AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT.

EXECUTED THIS _____ DAY OF _____, 20____.

OWNER: DENVER MART, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NAME _____ TITLE _____

DENVER MART, LLC ACKNOWLEDGEMENT

STATE OF _____ }
CITY, COUNTY _____ } SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE

ME THIS _____ DAY OF _____, 20____

BY _____ FOR DENVER MART, LLC.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

LIENHOLDER CERTIFICATE

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED IN BOOK _____ AT PAGE(S) _____ OF HE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

NAME & TITLE _____

STATE OF _____ }
CITY, COUNTY _____ } SS

THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND

SWORN BEFORE ME THIS _____ DAY OF _____, 20____

BY _____

NOTARY PUBLIC _____

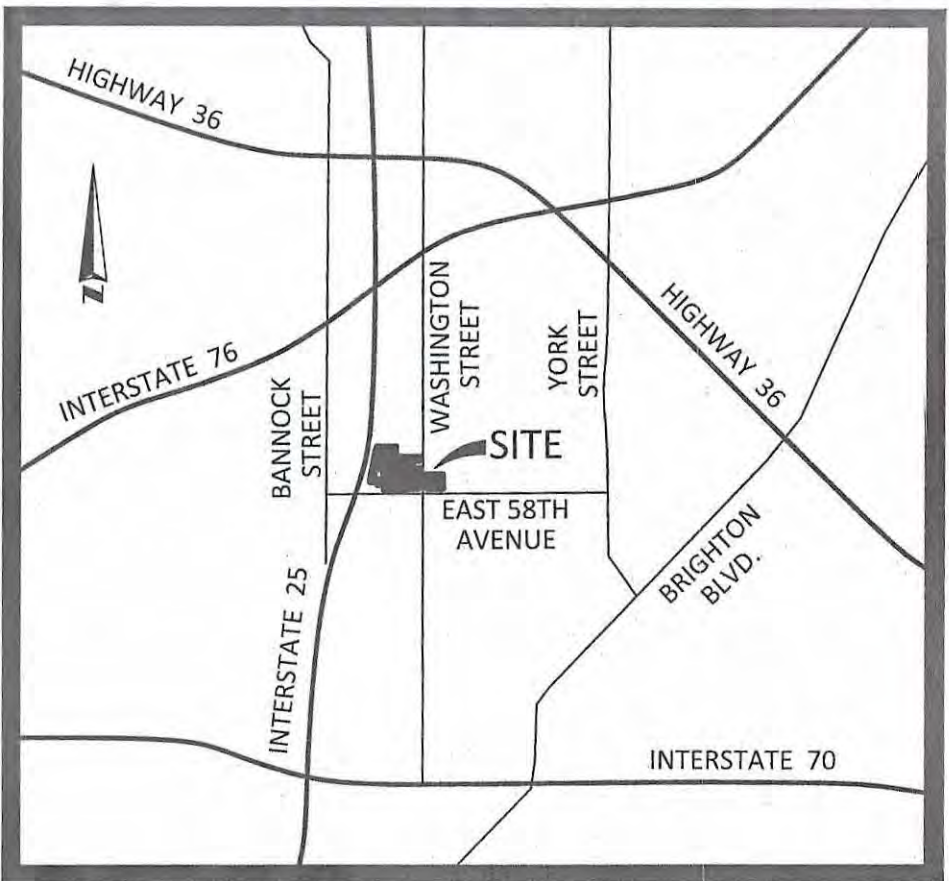
MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, IS BASED ON A FIELD SURVEY PREPARED BY THIS FIRM IN 2014, AND IS ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

CHARLES BERESFORD
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 35583
FOR AND ON BEHALF OF AMERICAN SURVEYING AND MAPPING, INC.
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FL. 32803
(407) 426-7979



VICINITY MAP- SCALE: 1"= 1 MILE

COMMUNITY AND ECONOMIC DEVELOPMENT,
DEVELOPMENT REVIEW APPROVAL

APPROVED BY THE ADAMS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT, DEVELOPMENT REVIEW,

THIS _____ DAY OF _____, A.D., 20____.

DEPUTY DIRECTOR _____

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

THIS _____ DAY OF _____, A.D., 20____.

CHAIRPERSON _____

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS

COUNTY RECORDER, IN THE STATE OF COLORADO AT _____ .M.

ON THE _____ DAY OF _____ A.D., _____

COUNTY CLERK AND RECORDER _____

BY: _____
DEPUTY

RECEPTION NO. _____

FIELD	PW	DRAWING SCALE	1"=N/A
DRAWN BY	CB	QC BY	CB
DRAWING NAME	1400936-DENVER MART PLAT.DWG		
DATE	REVISIONS	TECH	
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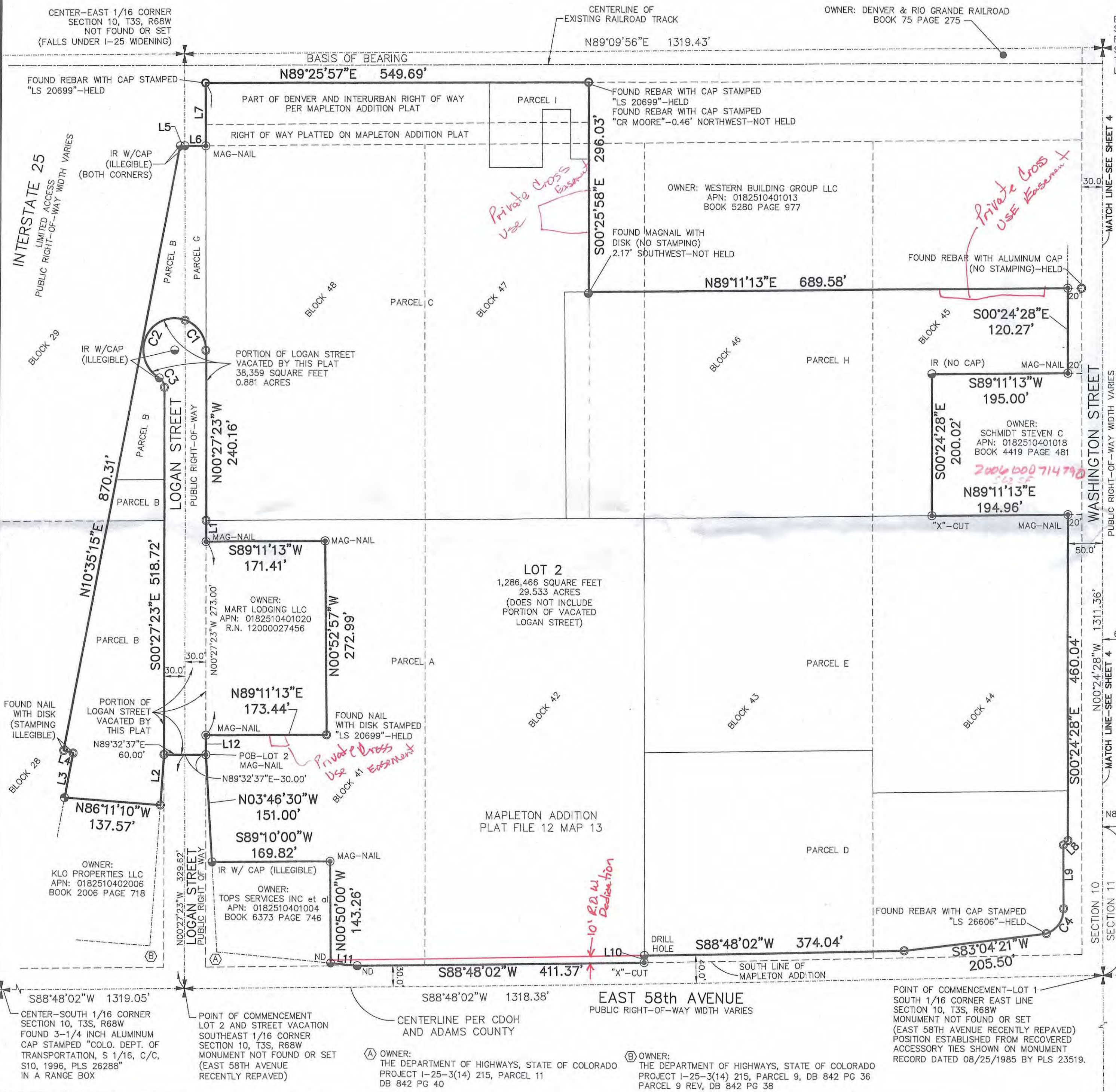
ASM AMERICAN SURVEYING & MAPPING INC.

3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FLORIDA 32803
PHONE (407) 426-7979 WWW.ASMCORPORATE.COM

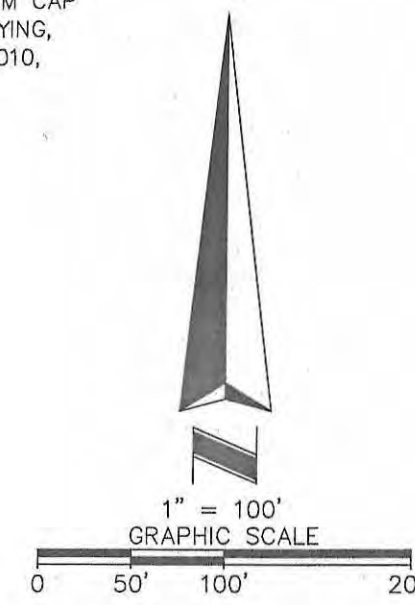
MAPLETON ADDITION AMENDED PLAT AND LOGAN STREET VACATION
BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND
A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 11
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

SHEET 3 OF 5

CASE NO. _____



EAST 1/4 CORNER
SECTION 10, T3S, R68W
FOUND 3-1/4 INCH ALUMINUM CAP
STAMPED "FLATIRON SURVEYING,
T3S, R68W, 1/4, S10/S11, 2010,
LS 16406" IN RANGE BOX



SEE SHEET 4 FOR LINE AND CURVE TABLES

NOTE: FOR PLOTTABLE EASEMENTS AFFECTING
THIS LOT, SEE SHEET 5 OF 5

LEGEND

- | | |
|------|-------------------------------------|
| APN | ADAMS COUNTY ASSESSOR PARCEL NUMBER |
| CDOH | COLORADO DEPARTMENT OF HIGHWAYS |
| DB | DEED BOOK |
| IR | IRON ROD |
| ND | NAIL & DISK |
| PG | PAGE |
| POB | POINT OF BEGINNING |
| RN | RECEPTION NUMBER |
- ✦ ALIQUOT CORNER AS NOTED
- REBAR WITH CAP STAMPED "PLS 10945" UNLESS OTHERWISE NOTED
 - REBAR WITH CAP STAMPED "PLS 20699" UNLESS OTHERWISE NOTED
 - ⊙ NAIL WITH BRASS DISK STAMPED "PLS 10945" UNLESS OTHERWISE NOTED
 - MONUMENT WITH NO IDENTIFICATION, AS NOTED
 - ⊙ REBAR WITH CAP STAMPED "PLS 38142" UNLESS OTHERWISE NOTED

ASM AMERICAN SURVEYING & MAPPING INC.

3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FLORIDA 32803
PHONE (407) 426-7979 WWW.ASMCORPORATE.COM

MAPLETON ADDITION AMENDED PLAT AND LOGAN STREET VACATION

BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 AND
A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 11
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

CASE NO. _____

DENVER & RIO GRANDE RAILROAD
BOOK 75 PAGE 275

EAST 1/4 CORNER
SECTION 10, T3S, R68W
FOUND 3-1/4 INCH ALUMINUM CAP
STAMPED "FLATIRONS SURVEYING,
T3S, R68W, 1/4, S10/S11, 2010,
LS 16406" IN RANGE BOX

FOUND REBAR WITH ALUMINUM CAP
(NO STAMPING)-HELD

BLOCK 45
S00°24'28"E
120.27'

IR (NO CAP) MAG-NAIL

S89°11'13"W
195.00'

OWNER:
SCHMIDT STEVEN C
APN: 0182510401018
BOOK 4419 PAGE 481

S00°24'28"E
200.02'

N89°11'13"E
194.96'

"X"-CUT MAG-NAIL

WASHINGTON STREET
PUBLIC RIGHT-OF-WAY WIDTH VARIES

OWNER: ROYAL SQUARE LLLC
APN: 0182511300067
BOOK 2005 PAGE 216
(UNPLATTED)

OWNER:
TRELOAR LEONA M
APN: 0182511300078
BOOK 2004
PAGE 1112
(UNPLATTED)

FOUND NAIL & DISK
STAMPED "LS 10945 MOORE"
0.26' NORTHWEST

PARCEL K

PARCEL J

S89°49'18"W
240.01'

"X"-CUT

MAG-NAIL

OWNER: ADAMS COUNTY FIRE
PROTECTION DISTRICT
APN: 0182511300075
& 0182511300077
(UNPLATTED)

UNPLATTED

LOT 1
194,351 SQUARE FEET
4.462 ACRES

PARCEL F

N89°35'32"E
85.00'

N89°49'18"E
228.98'

POB
LOT 1

FOUND NAIL & DISK
STAMPED "LS 10945 MOORE"
(BOTH CORNERS)
RD. W. Dedication

S89°44'51"W
121.00'

S89°44'44"W
308.87'

S89°44'44"E
1322.67'

FOUND REBAR WITH CAP
STAMPED "CR MOORE"-HELD

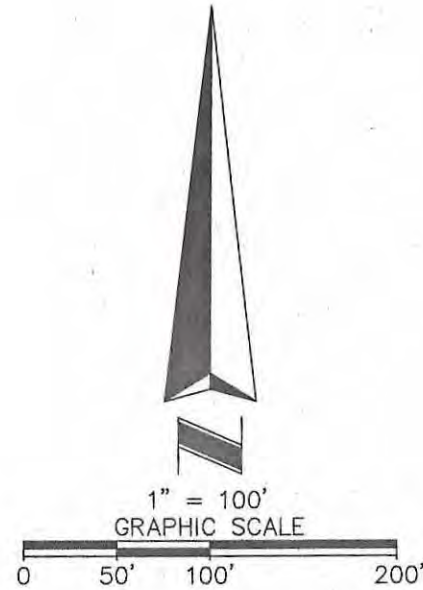
EAST 58th AVENUE
PUBLIC RIGHT-OF-WAY WIDTH VARIES

POINT OF COMMENCEMENT-LOT 1
SOUTH 1/16 CORNER EAST LINE
SECTION 10, T3S, R68W
MONUMENT NOT FOUND OR SET
(EAST 58TH AVENUE RECENTLY REPAVED)
POSITION ESTABLISHED FROM RECOVERED
ACCESSORY TIES SHOWN ON MONUMENT
RECORD DATED 08/25/1985 BY PLS 23519.

SOUTHWEST 1/16 CORNER
SECTION 11, T3S, R68W
MONUMENT NOT FOUND OR SET
(EAST 58TH AVENUE RECENTLY REPAVED)
POSITION ESTABLISHED FROM RECOVERED
ACCESSORY TIES SHOWN ON MONUMENT
RECORD DATED 12/02/1987 BY PLS 23519

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°27'23"W	30.00'
L2	S03°46'08"W	71.09'
L3	N10°25'50"E	63.77'
L4	N74°16'41"W	14.06'
L5	N89°09'55"E	7.16'
L6	N89°09'55"E	30.00'
L7	N00°27'23"W	88.87'
L8	S44°35'32"W	9.03'
L9	S00°24'28"E	90.00'
L10	S00°25'58"E	10.00'
L11	N85°13'30"W	38.49'
L12	N00°27'23"W	27.53'
L13	N00°15'09"E	1.49'
L14	N07°08'06"W	98.04'
L15	N00°24'28"W	98.21'

CURVE DATA					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	45.00'	70°31'35"	55.39'	51.96'	N35°43'11"W
C2	45.00'	169°27'58"	133.10'	89.62'	S24°16'39"W
C3	15.00'	60°00'03"	15.71'	15.00'	S30°27'51"E
C4	35.00'	75°08'16"	45.90'	42.68'	S34°45'01"W
C5	66.00'	77°00'00"	88.70'	82.17'	N51°45'09"W
C6	135.00'	06°07'50"	14.44'	14.44'	N10°52'44"W



LEGEND

- APN ADAMS COUNTY ASSESSOR PARCEL NUMBER
- CDOH COLORADO DEPARTMENT OF HIGHWAYS
- DB DEED BOOK
- IR IRON ROD
- ND NAIL & DISK
- PG PAGE
- POB POINT OF BEGINNING
- RN RECEPTION NUMBER
- ✦ ALIQUOT CORNER AS NOTED
- REBAR WITH CAP STAMPED "PLS 10945" UNLESS OTHERWISE NOTED
- REBAR WITH CAP STAMPED "PLS 20699" UNLESS OTHERWISE NOTED
- ⊕ NAIL WITH BRASS DISK STAMPED "PLS 10945" UNLESS OTHERWISE NOTED
- MONUMENT WITH NO IDENTIFICATION, AS NOTED
- ⊙ REBAR WITH CAP STAMPED "PLS 38142" UNLESS OTHERWISE NOTED

ASM AMERICAN SURVEYING & MAPPING INC.
3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FLORIDA 32803
PHONE (407) 426-7979 WWW.ASMCORPORATE.COM



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

December 1, 2016

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Emily Collins

**Re: Denver Mart Logan Roadway Vacation, Plat Correction and Rezoning
Case # PRC2016-00015**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for the above captioned project. Please be aware PSCo owns and operates existing natural gas and electric distribution facilities throughout the proposed right-of-way vacation area. Therefore, prior to or directly upon the Logan Street right-of-way being vacated, an easement for the installation of new or replacement facilities and maintenance of those facilities must be retained for all existing facilities.

Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

Should the project require any new gas or electric service or modification to existing facilities, the property owner/developer/contractor must contact the Builder's Call Line at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (*register*, application can then be tracked) to complete the application process. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right-of-Way Referral Processor
Public Service Company of Colorado



November 30, 2016

Emily Collins
Adams County Planning & Development Department
4430 South Adams County Parkway
Suite 2000A
Brighton, CO 80601-8216

RE: Denver Mart LLC, 401 E. 58th Avenue, PRC2016-00015
TCHD Case No. 4161

Dear Ms. Collins:

Thank you for the opportunity to review and comment on the lot line vacation, street vacation, and rezone at 401 E. 58th Avenue. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and has no comments.

Please feel free to contact me at (720) 200-1575 or email at kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "K Boyer", with a long horizontal flourish extending to the right.

Kathy Boyer, REHS
Environmental Health Specialist II

CC: Sheila Lynch, Monte Deatrich, TCHD



ADAMS COUNTY FIRE RESCUE

FIRE PREVENTION BUREAU

8055 N. Washington St.
Denver, CO 80229
(303)539-6862 / Fax: (303)287-1687

November 10, 2016

4430 South Adams County Parkway,
Suite W2000A

Re: Request for Comments
Case Name: Denver Mart Logan Street Project
Case Number: PRC2016-00015

Adams County Fire Rescue has reviewed the request for comments and we have no comments to add at this time. If any new information should come to our attention with this property then we will reevaluate the plans at that time.

Chris Wilder
Deputy Fire Marshal
Adams County Fire Prevention

Emily Collins

From: Russell M. Traska [manager@northpecoswater.org]
Sent: Wednesday, November 09, 2016 12:57 PM
To: Emily Collins
Subject: RE: PRC2016-00015 Denver Mart Request for Comments

This property is not within North Pecos Water District Boundaries and has no impact on our system, North Washington Water may have a stake in the easement for water and or sewer on the other hand.

Russell M. Traska
North Pecos Water & Sanitation District
6900 Pecos Street, Denver CO. 80221
District Manager

Office: 303 429 5770
Fax: 303 650 8863

From: Emily Collins [<mailto:ECollins@adcogov.org>]
Sent: Wednesday, November 9, 2016 11:11 AM
To: 'CSIMMONDS@MWRD.DST.CO.US'; 'chris.quinn@rtd-denver.com'; 'donna.l.george@xcelenergy.com'; 'Chris Wilder'; 'manager@northpecoswater.org'; 'jjames@nwsbsd.com'; 'brandyn.wiedrich@centurylink.com'; 'mary.c.dobyns@usps.gov'; 'thomas_lowe@cable.comcast.com'; 'jemashek@up.com'; 'Steve Loeffler'; 'caschow@up.com'; 'landuse@tchd.org'
Cc: Matthew Emmens; George Swisher; Justin Blair; Eric Guenther; Jen Rutter; Aaron Clark
Subject: PRC2016-00015 Denver Mart Request for Comments

Good Morning!

Please see the attached Request for Comments on the above case. Comments are due by **Wednesday, November 30th**.
Let me know if you have any questions.

Thank you for your review!



Emily Collins, AICP
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, W2000A
Brighton, CO 80601
o: 720-523-6820 | ecollins@adcogov.org
www.adcogov.org

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Request for Comments

Case Name:	Denver Mart Logan Street Project
Case Number:	PRC2016-00015

November 9, 2016

Adams County Planning Commission is requesting comments on the following request:

1) Lot Line Vacation to combine parcels into two lots pursuant to Section 2-02-16; 2) Rezone a portion of the site from Industrial-1 (I-1) to Industrial-2 (I-2) pursuant to Section 2-02-13; 3) Vacate a portion of Logan Street pursuant to Section 2-02-16-08

This request is located at **401 E. 58th Ave.**

The Assessor's Parcel Number is **0182510401001, 0182510401021, 0182510401022, 0182510401025, 0182510401026, 0182510401027, 0182510401028, 0182510402002, 0182510402005, 0182511300076, 0182511300082, 0182511300086**

Applicant Information **DENVER MART LLC
451 E. 58TH AVE
DENVER, CO 80216**

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 11/30/2016 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

Jan Pawlowski
DISTRICT 5



Public Hearing Notification

Case Name:	Denver Mart Logan Street Project
Case Number:	PRC2016-00015
Planning Commission Hearing Date:	05/10/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:	05/29/2018 at 9:30 a.m.

April 17, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

1) Lot Line Vacation to combine parcels into three lots pursuant; 2) Rezone a portion of the site from Industrial-2 (I-2) to Industrial-1 (I-1); 3) Vacate a portion of Logan Street right-of-way.

These requests are located at approximately **451 E. 58 AVE**

The Assessor's Parcel Numbers are **0182510401001, 0182510401021, 0182510401022, 0182510401025, 0182510401026, 0182510401027, 0182510401028, 0182510402002, 0182510402005, 0182511300076, 0182511300082, 0182511300086, 0182510401020**

Applicant Information: **Denver Mart LLC**
451 E. 58TH AVE
DENVER, CO 80216

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins, AICP
Case Manager

CERTIFICATE OF POSTING



I, Emily Collins do hereby certify that I had the property posted at

451 E. 58TH Avenue

on April 27, 2018

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

Emily Collins

To: Amanda Rasmussen
Dept: Westminster Window/ Northglenn Thornton Sentinel
Email: adcolegals@ourcoloradonews.com
Fax: 303-426-4209
From: [Shayla Christenson](#)
Date: [April 17, 2018](#)

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by [Denver Mart LLC](#) Case # [PRC2016-00015](#) requesting: [1\) Lot Line Vacation to combine parcels into three lots pursuant;](#) [2\) Rezone a portion of the site from Industrial-2 \(I-2\) to Industrial-1 \(I-1\);](#) [3\) Vacate a portion of Logan Street right-of-way](#) on the following property:

LEGAL DESCRIPTION

LOT 1

BEING LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING ALL OF PARCELS F, J AND K OF RECORD IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792, RECORDS OF THE RECORDER'S OFFICE, ADAMS COUNTY COLORADO, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16TH CORNER ON THE EAST LINE OF SECTION 10, THENCE N00°24'28" W ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 11 A DISTANCE OF 209.95 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°35'32"E A DISTANCE OF 85.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF WASHINGTON STREET (RIGHT OF WAY WIDTH VARIES) AND BEING THE SOUTHWEST CORNER OF THE ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300077), AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTEEN (13) COURSES ALONG THE PERIMETER BOUNDARIES OF SAID PARCELS F, J AND K OF RECORD IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792:

- 1. N89°49'18"E A DISTANCE OF 228.98 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300077);**
- 2. N00°24'28"W ALONG THE EAST LINE OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300077) AND ALSO ALONG THE EAST LINE OF THAT ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300075) A DISTANCE OF 98.21 FEET TO THE NORTHEAST CORNER OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300075);**
- 3. S89°49'18"W ALONG THE NORTH LINE OF SAID ADAMS COUNTY FIRE PROTECTION DISTRICT PARCEL (ASSESSOR PARCEL NUMBER 0182511300075) A DISTANCE OF 240.01 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID WASHINGTON STREET;**
- 4. N03°12'01" W ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 165.23 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF RECORD IN BOOK 2005 AT PAGE 216;**
- 5. THENCE LEAVING SAID EAST RIGHT OF WAY, N89°49'18"E ALONG THE SOUTH LINE OF SAID PARCEL OF RECORD IN BOOK 2005 AT PAGE 216 AND ALONG THE SOUTH LINE OF THAT PARCEL OF RECORD IN BOOK 2004 AT PAGE 1112 A DISTANCE OF 527.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF RECORD IN BOOK 2004 AT PAGE 1112, AND**

BEING A POINT IN THE WEST LINE OF THAT PARCEL OF RECORD IN BOOK 2548 AT PAGE 390;

6. S00°24'28"E ALONG SAID WEST LINE OF THAT PARCEL OF RECORD IN BOOK 2548 AT PAGE 390 A DISTANCE OF 165.00 FEET TO A POINT;
7. S00°26'29"E CONTINUING ALONG THE WEST LINE OF THAT PARCEL OF RECORD IN BOOK 2548 AT PAGE 390 A DISTANCE OF 261.71 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF EAST 58TH AVENUE (RIGHT OF WAY WIDTH VARIES);
8. S89°44'44" W ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE A DISTANCE OF 308.87 FEET TO A POINT;
9. N00°15'09"E CONTINUING ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE A DISTANCE OF 1.49 FEET TO A POINT;
10. S89°44'51"W CONTINUING ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE A DISTANCE OF 121.00 FEET TO A POINT OF CURVATURE;
11. CONTINUING ALONG SAID EAST RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 77°00'00"E, AN ARC LENGTH OF 88.70 FEET, THE CHORD OF WHICH BEARS N51°45'09"W A CHORD DISTANCE OF 82.17 FEET TO A POINT OF COMPOUND CURVATURE ON THE EAST RIGHT OF WAY OF SAID WASHINGTON STREET;
12. CONTINUING ALONG SAID EAST RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 06°07'50", AN ARC LENGTH OF 14.44 FEET, THE CHORD OF WHICH BEARS N10°52'44"W A CHORD DISTANCE OF 14.44 FEET TO A POINT;
13. CONTINUING ALONG SAID EAST RIGHT OF WAY, N07°08'06"W A DISTANCE OF 98.04 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 194,351 SQUARE FEET, OR 4.462 ACRES.

Lot 2

BEING LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING ALL OF PARCELS A, B, C, D, E, G, H AND I OF RECORD IN DEED OF RECORD AT RECEPTION NUMBER 2014000058792, RECORDS OF THE RECORDER'S OFFICE, ADAMS COUNTY COLORADO, AND FURTHER BEING A PORTION OF BLOCKS 28, 29, 41, 42, 43, 44, 45, 46, 47 AND 48 OF MAPLETON ADDITION OF RECORD AT PLAT FILE 12, MAP 13, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 10, THENCE N00°27'23" W ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 10 A DISTANCE OF 329.62 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°32'37"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF LOGAN STREET (RIGHT OF WAY WIDTH VARIES) AT THE NORTHERN POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40, AND THE POINT OF BEGINNING;

THENCE N00°27'23"W ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 27.53 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE LEAVING SAID EAST RIGHT OF WAY OF LOGAN STREET THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456:

- 1) N89°11'13"E A DISTANCE OF 173.44 FEET TO A POINT;**
- 2) N00°52'57"W A DISTANCE OF 272.99 FEET TO A POINT;**
- 3) S89°11'13"W A DISTANCE OF 171.41 FEET TO A POINT ON SAID EAST RIGHT OF WAY OF LOGAN STREET;**

THENCE N00°27'23"W ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N00°27'23"W, CONTINUING ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 240.16 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 70°31'35", AN ARC LENGTH OF 55.39 FEET, THE CHORD OF WHICH BEARS N35°43'11"W A CHORD DISTANCE OF 51.96 FEET TO A POINT OF COMPOUND CURVATURE AT THE POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF SAID LOGAN STREET;

THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 169°27'58", AN ARC LENGTH OF 133.10 FEET, THE CHORD OF WHICH BEARS S24°16'39"W, A CHORD DISTANCE OF 89.62 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 60°00'03", AN ARC LENGTH OF 15.71 FEET, THE CHORD OF WHICH BEARS S30°27'51"E, A CHORD DISTANCE OF 15.00 FEET TO A POINT;

THENCE S00°27'23"E ALONG THE WEST RIGHT OF WAY OF SAID LOGAN STREET A DISTANCE OF 518.72 FEET TO THE NORTHERLY POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 36 AND DEED BOOK 842 AT PAGE 38;

THENCE S03°46'08"W ALONG THE WEST LINE OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 36 AND DEED BOOK 842 AT PAGE 38 A DISTANCE OF 71.09 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF RECORD IN BOOK 2006 AT PAGE 718;

THENCE N86°11'10"W ALONG THE NORTH LINE OF SAID PARCEL OF RECORD IN BOOK 2006 AT PAGE 718 A DISTANCE OF 137.57 FEET TO THE EASTERLY LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 25 OF RECORD IN BOOK 4190 AT PAGE 579;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY LINES OF SAID LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 25:

- 1. N10°25'50"E A DISTANCE OF 63.77 FEET TO A POINT;**
- 2. N74°16'41"W A DISTANCE OF 14.06 FEET TO A POINT;**
- 3. N10°35'15"E A DISTANCE OF 870.31 FEET TO A POINT;**

THENCE LEAVING SAID EASTERLY LINES OF SAID LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 25, N89°09'55"E A DISTANCE OF 7.16 FEET TO SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 10;

THENCE CONTINUING N89°09'55"E A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N00°27'23"W A DISTANCE OF 88.87 FEET TO A POINT ON THE SOUTH LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY OF RECORD IN BOOK 75 AT PAGE 275;

THENCE N89°25'57"E ALONG SAID SOUTH LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY A DISTANCE OF 549.69 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF RECORD IN BOOK 5280 AT PAGE 977;

THENCE S00°25'58"E ALONG THE WEST LINE OF SAID PARCEL OF RECORD IN BOOK 5280 AT PAGE 977 A DISTANCE OF 296.03 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF RECORD IN BOOK 5280 AT PAGE 977;

THENCE N89°11'13"E ALONG THE SOUTH LINE OF SAID PARCEL OF RECORD IN BOOK 5280 AT PAGE 977 A DISTANCE OF 689.58 FEET TO A POINT ON THE WEST RIGHT OF WAY OF WASHINGTON STREET (RIGHT OF WAY WIDTH VARIES);

THENCE S00°24'28"E ALONG THE SAID WEST RIGHT OF WAY OF WASHINGTON STREET A DISTANCE OF 120.27 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF RECORD IN BOOK 4419 AT PAGE 481;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID PARCEL OF RECORD IN BOOK 4419 AT PAGE 481:

- 1. S89°11'13"W A DISTANCE OF 195.00 FEET TO A POINT;**
- 2. S00°24'28"E A DISTANCE OF 200.02 FEET TO A POINT;**
- 3. N89°11'13"E A DISTANCE OF 194.96 FEET TO A POINT ON SAID WEST RIGHT OF WAY OF WASHINGTON STREET;**

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID WEST RIGHT OF WAY OF WASHINGTON STREET:

- 1. S00°24'28"E A DISTANCE OF 460.04 FEET TO A POINT;**
- 2. S44°35'32"W A DISTANCE OF 9.03 FEET TO A POINT;**
- 3. S00°24'28"E A DISTANCE OF 90.00 FEET TO A POINT OF CURVATURE;**

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 75°08'16", AN ARC LENGTH OF 45.90 FEET, THE CHORD OF WHICH BEARS S34°45'01"W A CHORD DISTANCE OF 42.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF EAST 58TH AVENUE (RIGHT OF WAY WIDTH VARIES);

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH RIGHT OF WAY OF EAST 58TH AVENUE:

- 1. S83°04'21"W A DISTANCE OF 205.50 FEET TO A POINT;**
- 2. S88°48'02"W A DISTANCE OF 374.04 FEET TO A POINT;**
- 3. S00°25'58"E A DISTANCE OF 10.00 FEET TO A POINT;**

4. S88°48'02"W A DISTANCE OF 411.37 FEET TO THE EASTERLY POINT OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40;

THENCE N85°13'30"W ALONG A NORTHERLY LINE OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40 A DISTANCE OF 38.49 FEET TO SOUTHEAST CORNER OF THAT PARCEL OF RECORD IN BOOK 6373 AT PAGE 746;

THENCE N00°50'00"W ALONG THE EAST LINE OF SAID PARCEL OF RECORD IN BOOK 6373 AT PAGE 746 A DISTANCE OF 143.26 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF RECORD IN BOOK 6373 AT PAGE 746;

THENCE S89°10'00"W ALONG THE NORTH LINE OF SAID PARCEL OF RECORD IN BOOK 6373 AT PAGE 746 A DISTANCE OF 169.82 FEET TO A POINT ON THE EAST LINE OF SAID DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40;

THENCE N03°46'30"W ALONG SAID EAST LINE OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40, A DISTANCE OF 151.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,286,469 SQUARE FEET, OR 29.533 ACRES.

Lot 3

COMMENCING AT THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 10, THENCE N00°27'23"W ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 10 A DISTANCE OF 329.62 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°32'37"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF LOGAN STREET (RIGHT OF WAY WIDTH VARIES) AT THE NORTHERN POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40; THENCE N00°27'23"W ALONG SAID EAST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 27.53 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF RECORD AT RECEPTION NUMBER 12000027456 AND THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST RIGHT OF WAY OF LOGAN STREET, S89°11'13"W A DISTANCE OF 30.00 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 10;

THENCE N00°27'23"W ALONG SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 10 A DISTANCE OF 273.00 FEET TO A POINT;

THENCE N89°11'13"E A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456:

1. N89°11'13"E A DISTANCE OF 171.41 FEET TO A POINT;

2. S00°52'57"W A DISTANCE OF 272.99 FEET TO A POINT;
3. S89°11'13"W A DISTANCE OF 173.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 55,260 SQUARE FEET, OR 1.269 ACRES.

OUTLOT A

BEING LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING ORIGINALLY PLATTED BY VIRTUE OF MAPLETON ADDITION OF RECORD AT PLAT FILE 12, MAP 13, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 10, THENCE N00°27'23"W ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 10 A DISTANCE OF 329.62 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE N89°32'37"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF LOGAN STREET (RIGHT OF WAY WIDTH VARIES) AT THE NORTHERN POINT OF THAT DEPARTMENT OF HIGHWAYS, STATE OF COLORADO PARCEL OF RECORD IN DEED BOOK 842 AT PAGE 40, AND THE POINT OF BEGINNING;

THENCE S89°32'37"W ACROSS SAID RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 60.00 FEET TO THE WEST RIGHT OF WAY OF SAID LOGAN STREET;

THENCE N00°27'23"W ALONG SAID WEST RIGHT OF WAY OF LOGAN STREET A DISTANCE OF 518.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 60°00'03", AN ARC LENGTH OF 15.71 FEET, THE CHORD OF WHICH BEARS N30°27'51"W A CHORD DISTANCE OF 15.00 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 169°27'58", AN ARC LENGTH OF 133.10 FEET, THE CHORD OF WHICH BEARS N24°16'39"E, A CHORD DISTANCE OF 89.62 FEET TO A POINT OF COMPOUND CURVATURE AT THE POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF SAID LOGAN STREET;

THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 70°31'35", AN ARC LENGTH OF 55.39 FEET, THE CHORD OF WHICH BEARS S35°43'11"E, A CHORD DISTANCE OF 51.96 FEET TO A POINT;

THENCE S00°27'23"E ALONG THE EAST RIGHT OF WAY OF SAID LOGAN STREET A DISTANCE OF 270.16 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE LEAVING SAID EAST RIGHT OF WAY OF LOGAN STREET THE FOLLOWING THREE (3) COURSES ACROSS SAID LOGAN STREET:

1. S89°11'13"W A DISTANCE OF 30.00 FEET;
2. S00°27'23"E A DISTANCE OF 273.00 FEET;

3. N89°11'13"E A DISTANCE OF 30.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY OF LOGAN STREET AT THE SOUTHWEST CORNER OF SAID PARCEL OF RECORD AT RECEPTION NUMBER 12000027456;

THENCE S00°27'23"E A DISTANCE OF 27.53 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 30,169 SQUARE FEET, OR 0.693 ACRES.

(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: **451 E. 58th Ave.**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **10th day of May, 2018**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **29th day of May, 2018**, 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 **Emily Collins** at the Department of Planning and Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. 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
STAN MARTIN, CLERK OF THE BOARD

TO BE PUBLISHED IN THE April 26, 2018 ISSUE OF THE Westminster Window/ Northglenn Thornton Sentinel

Please reply to this message by email to confirm receipt or call **Shayla Christenson** at 720.523.6800.

Exhibit 6.5

Adams County
Attn: Planning Addressing
PLN

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

Adams County Construction Inspection
Attn: PWCI .
PWCI

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

Adams County Development Services - Building
Attn: Justin Blair
JBlair@adcogov.org

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

Adams County Fire Protection District
Attn: Marshall Fire
8055 N. WASHINGTON ST.
DENVER CO 80229

Engineering Division
Attn: Transportation Department
PWE

Adams County Treasurer: Send email
Attn: Adams County Treasurer
bgrimm@adcogov.org

METRO WASTEWATER RECLAMATION
Attn: CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

North Pecos Water & Sanitation District
Attn: Russell Traska
6900 Pecos St
Denver CO 80221

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

North Washington Street Water & San Dist
Attn: Joe James
3172 E 78th Ave
Denver CO 80229

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

NS - Code Compliance
Attn: Andy San Nicolas
asannicolas@adcogov.org

COLORADO GEOLOGICAL SURVEY
Attn: Jill Carlson
1500 Illinois Street
Golden CO 80401

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

Colorado Geological Survey: CGS_LUR@mines.edu
Attn: Jill Carlson
Mail CHECK to Jill Carlson

REGIONAL TRANSPORTATION DIST.
Attn: CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

UNION PACIFIC RAILROAD
Attn: CHERYL SCHOW
PO BOX 398
PAXTON NE 69155

UNION PACIFIC RAILROAD
Attn: Jason Mashek
1400 DOUGLAS ST STOP 1690
OMAHA NE 68179

UNITED STATES POST OFFICE
Attn: MARY C. DOBYNS
56691 E COLFAX AVENUE
STRASBURG CO 80136-8115

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Exhibit 6.6

5600 EMERSON STREET LLC
6885 LOWELL BLVD
DENVER CO 80221-2652

CASTILLO JERRY C AND
CASTILLO PAULA B
3926 W 102ND AVE
WESTMINSTER CO 80031-2440

5990 WASHINGTON STREET LLC
C/O TWENTY LAKE HOLDINGS
708 3RD AVE 19TH FLOOR
NEW YORK NY 10017-4201

CASTRO MANUELITA M
1151 E 58TH AVE
DENVER CO 80216-1313

ADAMS COUNTY FIRE PROTECTION DISTRICT
8055 WASHINGTON ST
DENVER CO 80229-5818

CHAPARRO OSCAR M
5825 DOWNING STREET
DENVER CO 80216

ARELLANO ANGEL F
5845 DOWNING ST
DENVER CO 80216-1209

CLARK A LTD
4709 WASHINGTON ST
DENVER CO 80216-2745

BAKER GENE AND
BAKER CHRISTINA
5160 W MAPLEWOOD AVE
LITTLETON CO 80123

COPELAND RESERVOIR AKA
UNITED WATER COMPANY THE
NEED ADDRESS

BATS INVESTMENTS LLC
5700 WASHINGTON ST
DENVER CO 80216-1322

COUNTY OF ADAMS THE
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

BIG SKY COMMERCIAL PROPERTY LLC
5680 EMERSON ST
DENVER CO 80216-1318

CURB AND GUTTER INC
9819 OTIS DRIVE
WESTMINSTER CO 80021

BLUE LINE PROTECTION GROUP INC
5765 LOGAN ST
DENVER CO 80216-1323

DENVER MART LLC
451 E 58TH AVE STE 4270
DENVER CO 80216-8470

BOMARETO ROCCO W JR AND
BOMARETO LAURA R
5761 EMERSON ST
DENVER CO 80216-1317

EAST 62ND AVENUE PARTNERSHIP LLC
500 EAST 62ND AVE
DENVER CO 80216

BOSCOE CHILDREN LLLP
C/O MICHAEL BLOOM REALTY COMPANY
300 S JACKSON ST NO 440
DENVER CO 80209-3176

FLANDERS GERARD ANTHONY SR
5791 EMERSON ST
DENVER CO 80216-1317

FLOWERS BAKING CO OF DENVER LLC
1919 FLOWERS CIR
THOMASVILLE GA 31757-1137

LANGREN SAUNDRA KAY
19031 E LINVALE PL
AURORA CO 80013-4753

FRIESEN-WASHINGTON STREET LLC
6051 WASHINGTON STREET UNIT D
DENVER CO 80216

LEE AND LEE PROPERTIES LLC
630 E 58TH AVE
DENVER CO 80216

GC MERCHANDISE MART LLC
451 E 58TH AVE STE 4270
DENVER CO 80216-8470

LUEVANO MARIA
5740 EMERSON ST
DENVER CO 80216-1318

GIBBONS PATRICIA R AND
SPERA MICHAEL F
5841 NORTH BROADWAY
DENVER CO 80216

MART LODGING LLC
10 E 120TH AVE
NORTHGLENN CO 80233-1002

GUERRERO SIMON
5815 DOWNING ST
DENVER CO 80216-1209

MART PLAZA LLC
10700 E BETHANY DR STE 200
AURORA CO 80014-2680

HERNANDEZ PETE
5875 DOWNING ST
DENVER CO 80216-1209

MASAD MONAWARA AND MASAD MOHAMMAD
4688 HYLAND GREENS PLACE
WESTMINSTER CO 80030

HUNTER BRET
5721 LOGAN ST
DENVER CO 80216-1323

MC DONALD S CORPORATION
4855 WARD ROAD SUITE 600
WHEAT RIDGE CO 80033

JET V 5796 LLC
15224 WILLOW DR
BRIGHTON CO 80602-7986

MENDOZA RAFAEL AND MENDOZA FLORENCE
1955 E 75TH AVE
DENVER CO 80229

KEARNEY TRUST THE
13347 KEARNEY ST
THORNTON CO 80602-9251

NICKERSON ROBBIE J
1211 E 62ND AVE
DENVER CO 80216

KLO PROPERTIES LLC
5801 LOGAN STREET SUITE 100
DENVER CO 80216

NICKERSON ROBERT C AND
NICKERSON RENEE E
8601 ZUNI ST NO. 8
DENVER CO 80260

OGDEN NORTH ENTERPRISES
19542 W 53RD LN
GOLDEN CO 80403-2170

REFFEL WILLIAM C JR
11790 KEARNEY CIRCLE
THORNTON CO 80233

OGDEN NORTH ENTERPRISES LLC
C/O KAREN M ADAMS MANAGER
19542 W 53RD LN
GOLDEN CO 80403-2170

RFM PROPERTIES LLC
701 W 64TH AVE
DENVER CO 80221-2884

ORITZ RAFAEL AND
ZUBIA ESTELA
5795 EMERSON ST
DENVER CO 80216-1317

ROBINSON SHARON K
5865 DOWNING ST
DENVER CO 80216-1209

PARIS FAMILY LLC
1150 E 58TH AVE
DENVER CO 80216

ROHR PROPERTIES LLC
350 E 57TH AVE
DENVER CO 80216

PAULSON MARK JAE
16249 WCR 13
PLATTEVILLE CO 80651

ROTH WILLIAM J
PO BOX 9776
DENVER CO 80209-0776

PETERSON EQUITIES LLC
1912 N TAFT AVE
LOVELAND CO 80538-3115

ROYAL SQUARE LLC
C/O LEONA TRELOAR
8415 EVERETT WAY UNIT A
ARVADA CO 80005-2343

PINCHAS LIMITED LIABILITY
COMPANY
1400 GLENARM PL NO. 201
DENVER CO 80202-5033

RUBALCAVA MARIA E
5741 EMERSON ST
DENVER CO 80216

PINCHAS LIMITED LIABILITY COMPANY
C/O JOSEPH WEILMINSTER P M
1400 GLENARM PLACE SUITE 201
DENVER CO 80202

RUIZ PRECILLA AND
RUIZ JAMES K
5770 EMERSON ST
DENVER CO 80216-1318

PRINCIPALIS LLC
5670 WASHINGTON STREET
DENVER CO 80216

RUTT FAMILY LLLP 50% UND INT
HINCHLEY DENNIS L/LAURA M 50% UND INT
4009 16TH ST LANE
GREELEY CO 80634

PROVEST LLC
5786 LOGAN CT
DENVER CO 80216-1405

SALEH ABDUL AND
SALEH SHADIN
410 E 134TH AVE
DENVER CO 80241-1721

SANTOS CANDELARIA
5771 EMERSON ST
DENVER CO 80216-1317

TEBO/INTREX LLC
PO BOX T
BOULDER CO 80306-1966

SCHMIDT STEVEN C
5901-5925 WASHINGTON ST
DENVER CO 80229

THOMPSON PIPE AND STEEL COMPANY
5721 SE COLUMBIA WAY STE 200
VANCOUVER WA 98661-5991

SCRABAT PATSY J REVOCABLE TRUST
12516 E AMHERST CIR
AURORA CO 80014-3308

TOPS SERVICE INC 2/3 INT AND 58TH AVEHIR
LLC 1/3 INT C/O CIARA DAWN LLC
777 S WADSWORTH BLVD NO. 4 150
LAKEWOOD CO 80226

SMI PROPERTIES LLC
106 WEDGEWOOD DR
CARROLLTON GA 30117-4300

TRELOAR LEONA M
8415 EVERETT WAY UNIT A
ARVADA CO 80005-2343

SPERA FAMILY
INVESTMENT CO ET AL
5841 BROADWAY
DENVER CO 80216-1024

TROTSKY GLORIA TRUST 50% INT
STEVENSON LINDA BETH 50% INT
PO BOX 20492
PHOENIX AZ 85036

SPERA MICHAEL
4785 EASLEY RD
GOLDEN CO 80403-1653

U S MOTELS DENVER NORTH INC
620 FEDERAL BLVD
DENVER CO 80204-3209

ST THERESE S 777 LLC
2563 W 108TH PLACE
WESTMINSTER CO 80234

UNKNOWN OWNERSHIP

STATE OF COLORADO GAME AND
FISH COMMISSION
NEED ADDRESS

VALERO DIAMOND METRO INC
C/O CST BRANDS INC
PO BOX 691490
SAN ANTONIO TX 78269-1490

SUMMA LLC
1741 S DEFRAME COURT
LAKEWOOD CO 80228

WALKER PROPERTY GROUP INC
420 E 58TH AVE SUITE 200
DENVER CO 80216-1402

SWEDISH IRON REPAIR INC
6400 S KENDALL ST
LITTLETON CO 80123-3875

WELBY ASSOCIATES LLC
C/O TIMOTHY J MCMANUS
1650 FILLMORE ST APT 1907
DENVER CO 80206-1593

WESTERN BUILDING GROUP LLC
6475 FRANKLIN ST
DENVER CO 80229-7229

WILDERNESS ONE LLC
PO BOX 749
LITTLETON CO 80160-0749

ZIMMERMAN INVESTMENTS LTD
201 E 58TH AVENUE
DENVER CO 80216

Denver Mart Logan Street Project

PRC2016-00015

451 E. 58th Ave.

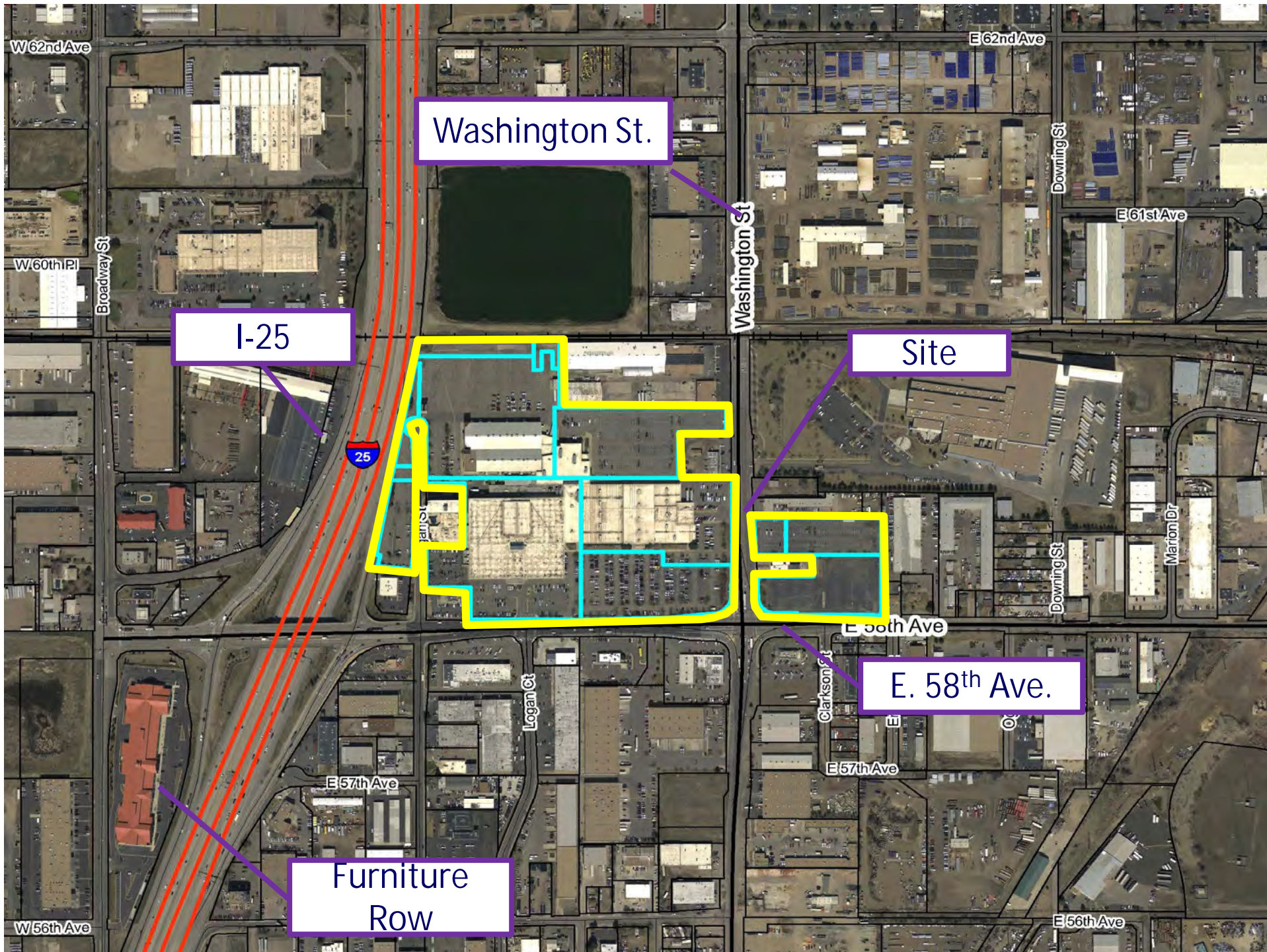
May 29, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department
Case Manager: Emily Collins



Request

1. Rezone a portion of the site from I-2 to I-1
2. Lot line vacation to combine 12 parcels into 2 lots
3. Vacate a portion of Logan Street right-of-way



W 62nd Ave

E 62nd Ave

Washington St.

W 60th Pl

Broadway St

I-25

25

Washington St

Downing St

E 61st Ave

Site

Marion Dr

Downing St

E 58th Ave

E. 58th Ave.

E 57th Ave

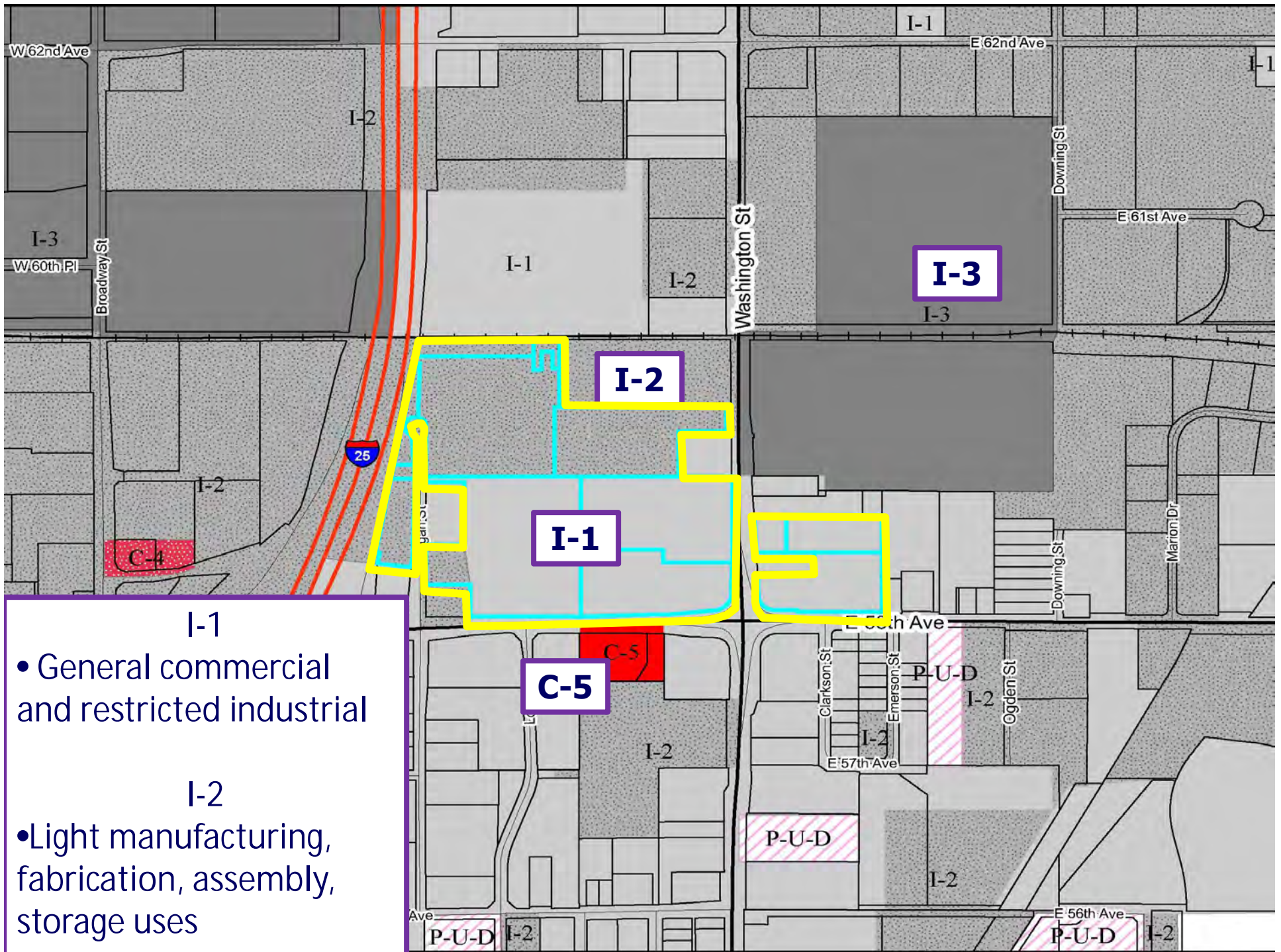
Logan Ct

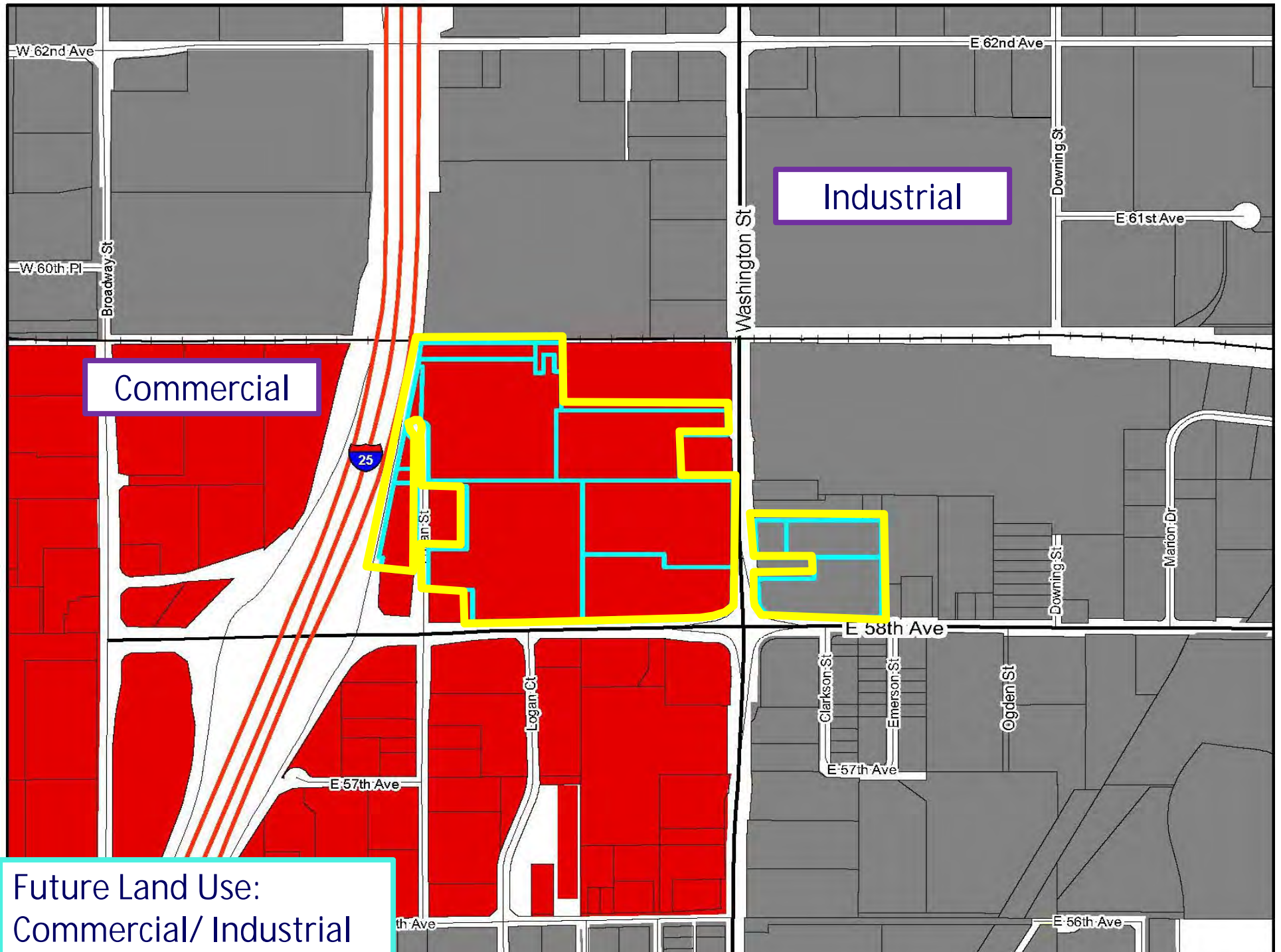
E 57th Ave

W 56th Ave

Furniture Row

E 56th Ave





Background

- Property owner requests ability to complete road maintenance
- Rezoning and parcel combination create unified site

Criteria for Rezoning Approval

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

Development Standards

Industrial-1 Zone District

Minimum Lot Size:

- Required: 1 acre
 - Lot 1 (eastern)- 4.46 acres
 - Lot 2 (western)- 29.53 acres

Minimum Lot Width:

- Required: 100 ft.
- Lots exceed requirement on both Washington and E. 58th Ave.

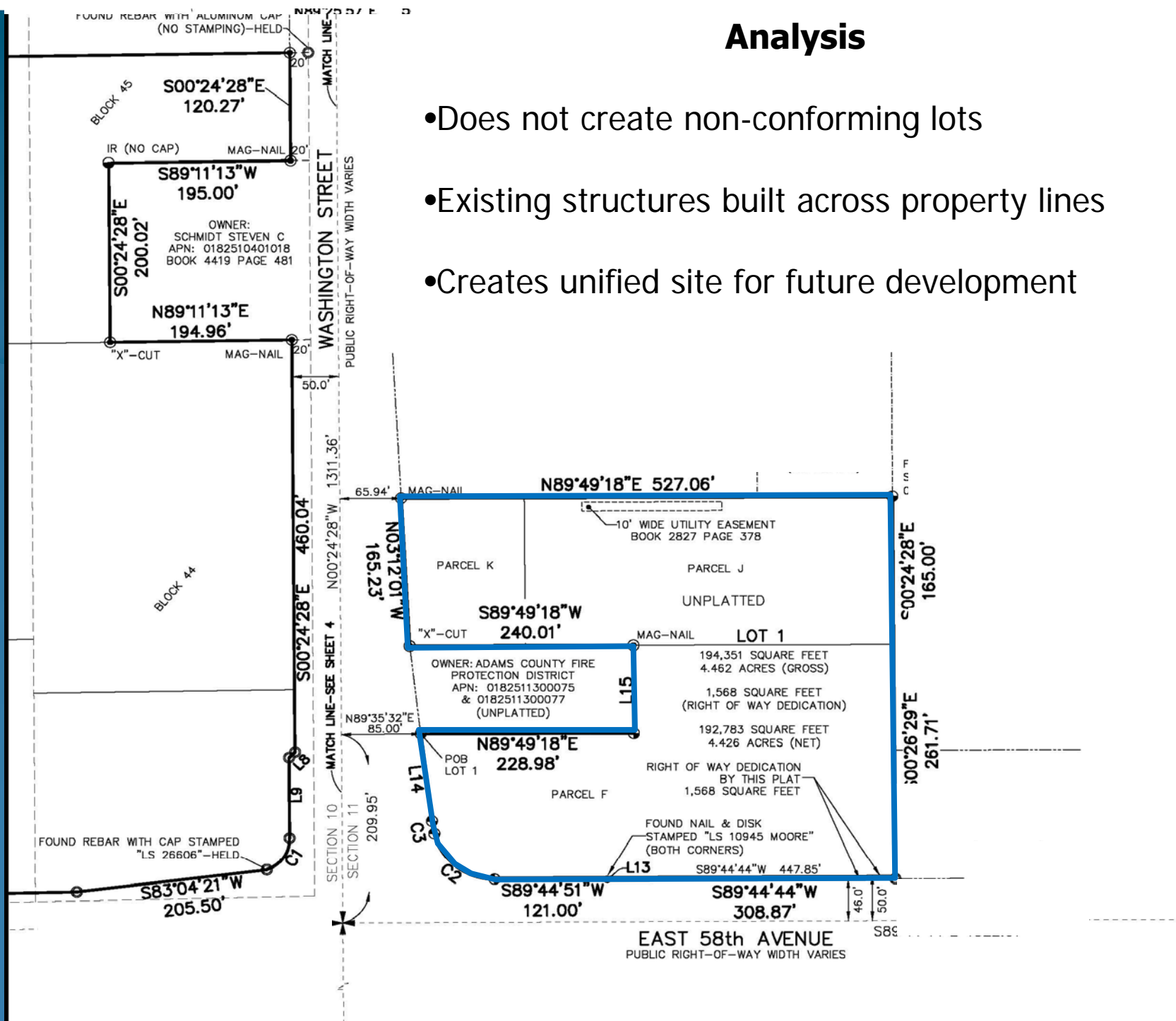
Criteria for Lot Line Vacation

Section 2-02-16-03

1. Complies with these standards and regulations
2. Nonconforming lots are not created or increased
3. Complies with the subdivision regulations
4. Will not adversely affect the public health, safety, and welfare.

Analysis

- Does not create non-conforming lots
- Existing structures built across property lines
- Creates unified site for future development



Criteria for Roadway Vacation

Section 2-02-16-08-05

1. Complies with these standards and regulations
2. Nonconforming lots are not created or increased
3. Complies with the subdivision regulations
4. Will not adversely affect the public health, safety, and welfare
5. Does not leave any land without public or private access
6. Approved by State if right-of-way is state or federal highway

MATCH LINE - SEE SHEET 5



South on Logan St.



North on Logan St.



West on 58th Ave.





East on 58th Ave.

East on Washington St.



Referral Comments

- No concerns:
 - Adams County Fire, North Pecos Water, Tri-County
 - Xcel requested easement for existing utilities in Logan St.
- Development Services:
 - No concerns
- Property Owners within one-half mile:

Notifications Sent	Comments Received
83	0

PC UPDATE

- May 10, 2018
 - Recommended unanimous approval (7-0)
- Discussion:
 - Non-conforming lot width for hotel property
 - Non-conforming uses if rezoned
- Public Testimony:
 - None

Analysis

- Consistent with regulations
 - Meets minimum dimensional standards
- Does not create non-conforming lots
 - Access to private roadway
- Consistent with Comprehensive Plan
 - Creates unified site for future development
- Will not adversely impact public health or safety
 - Private driveway ownership/maintenance

Recommendation

Staff recommends **Approval** of PRC2016-00015
Denver Mart Logan Street project based on
14 Findings-of-Fact