



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
June 30, 2020
9:30 AM

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

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction or request to speak at the meeting through our eComment system at <https://adcogov.legistar.com/Calendar.aspx>

Residents are encouraged to submit comments, prior to the meeting, through written comment using eComment; eComment is integrated with the published meeting agenda and individuals may review the agenda item details and indicate their position on each item. A request to speak at the meeting may also be submitted using the eComment feature. You will be prompted to set up a user profile to allow you to comment, which will become part of the official public record. The eComment period opens when the agenda is published and closes at 4:30 p.m. the Monday prior to the noticed meeting.

B. Elected Officials' Communication

- 6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of June 15-19, 2020
- B.** Minutes of the Commissioners' Proceedings from June 23, 2020
- C.** Resolution Regarding Defense and Indemnification of Victor Sandoval-Ramirez as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)
- D.** Resolution Approving License Agreement for Riverdale Regional Park and Dragon Boat Festival (File approved by ELT)
- E.** Resolution Approving Termination of Reverter Clause in Special Warranty Deed to the Adams County Housing Authority, d.b.a, Maiker Housing Partners (Previously Unison Housing Partners) for the Property Located at 7401 Broadway (File approved by ELT)
- F.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account numbers R0038632, R0009081, R0104458, R0097254, R0079713, R0080065, R0103071, P0036294, P0028335, P0003253, R0097565, P0016786, and R0177691 (File approved by ELT)
- G.** Resolution Approving Community Development Block Grant Coronavirus Substantial Amendment to the 2019 Annual Action Plan (File approved by ELT)
- H.** Resolution Approving Changes to the Adams County Workforce Development Board Bylaws (File approved by ELT)
- I.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and 27J Schools (File approved by ELT)
- J.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Adams 12 Five Star Schools (File approved by ELT)
- K.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Tri-County Health Department (File approved by ELT)
- L.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Adams County School District 14 (File approved by ELT)
- M.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Adams-Arapahoe 28J School District (Aurora Public Schools) (File approved by ELT)
- N.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Bennett School District 29J (File approved by ELT)
- O.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Strasburg School District 31J (File approved by ELT)

- P.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Westminster Public Schools
(File approved by ELT)
- Q.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Mapleton Public Schools
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving an Agreement between Adams County and HCL Engineering & Surveying, LLC, for Professional Engineering Services for Goat Hill: Irving Street to Hooker Street Project
(File approved by ELT)
- 2.** Resolution Approving Amendment Two to the Agreement between Adams County and Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts for Onsite Auto Parts and General Automotive Lubricant Services
(File approved by ELT)

B. COUNTY ATTORNEY

- 1.** Second Reading and Adoption of Ordinance No 15. Ordinance Regulating Marijuana Hospitality Businesses and Providing for Licenses for Such Businesses
(File approved by ELT)

8. LAND USE HEARINGS

A. Cases to be Heard

- 1.** PRC2020-00002 Pecos Logistics Park
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



June 29, 2020

Adams County Board of County Commissioners
4430 S. Adams County Pkwy.
5th Floor, Suite C5000A
Brighton, CO 80601

CC: Adams County Community and Economic Development

Re: Marijuana Hospitality and Social Equity

Dear Adams County Board of Commissioners;

We are submitting comments regarding your upcoming Second Reading on the upcoming Marijuana Hospitality ordinance and in reference to the Study Session held on June 23rd. During that study session there was discussion on the recently passed HB 20-1424, *Social Equity Licensees in Regulated Marijuana*, and Commissioner Pinter asked if this bill would impact the Marijuana Hospitality regulations Adams County is currently considering. And while staff answered it would not, that is incorrect. The application of social equity would apply to all license classes as stated in the bill "A PERSON WHO QUALIFIES AS A SOCIAL EQUITY LICENSEE MAY APPLY FOR ANY REGULATED MARIJUANA BUSINESS LICENSE OR PERMIT" which includes the newly adopted licenses for marijuana hospitality and delivery. The Marijuana Enforcement Division still needs to conduct rulemaking around certain provisions of what defines a social equity applicant, however it would not preclude the County from adopting their own provisions around including a social equity designation for licensees who apply for a marijuana hospitality license, or a delivery license in the near future if the County so chooses to opt into that license class. Given the national conversations around restorative justice, we strongly encourage the County to consider social equity with these new license opportunities.

Another issue that was discussed around Social Equity by the board was a question of why social equity matters in marijuana but not in other industries. These questions were raised by Commissioners O'Dorisio and Tedesco and suggested that the issue of social equity in marijuana be pushed back to another discussion. We appreciate the Commissioners' concerns about social equity in other industries, but have to respectfully disagree with kicking the marijuana social equity can further down the road. Social Equity in marijuana presents a unique opportunity for people who have systemically been barred from participation in an industry that, when it was criminalized, saw people and communities of color disproportionately punished and harmed. Right now, precious opportunities to enter this market are being seized by larger companies who are well financed while people of color are pushed out. Those systemic barriers to entry – through prohibitive background checks, high licensing fees, and intensive capital costs – are unique in an industry that is still brand new and emphasizes why a focus on social equity in marijuana now is critical. While social equity in all industries is important, entrepreneurs in those industries have fewer barriers to entry and equal, if not preferential, access to state and federal loan and grant programs and traditional banking. These advantages not available for those starting a cannabis business.

Finally, when the Board of Commissioners discusses this ordinance in your next public hearing, we again implore you to reconsider the provisions, that even without social equity considerations, create prohibitive access to this unique business opportunity. The 5 mile zoning and distancing is unnecessarily prohibitive and arbitrary as is a license cap and the lottery. We recommend these businesses be application and community driven with a lesser zoning distance that allows for more prospects. There are a wide variety of consumption models and that should be taken into consideration when communities welcome these businesses into their neighborhoods. Our state is approaching a massive recession and we need to provide as many opportunities for people – especially people of color – to create their own livelihoods. Additionally, we would like the Board of Commissioners to revisit the limitations on mobile premises. In the era of COVID, touring companies may require the use of multiple vehicles for tourism groups in order to maintain proper social distancing. A vehicle that could once transport 30 plus tourists, now must be divided into 2 or 3 for the same group.

We thank the board of Commissioners for this occasion to discuss these ventures and how we can be more inclusive in the marijuana industry.

Michael Eymer
CEO and Founder
Colorado Cannabis Tours



Heidi Keyes
CEO and Founder
Puff, Pass, and Paint



Samantha Walsh
Tetra Public Affairs

Dear members of the board and county staff,

My name is Heidi Keyes, and I am the founder of Puff, Pass & Paint, the first ever cannabis-friendly legal painting class in the world. I started my business in the beginning of 2014 at the cusp of legalization. I was working part-time as an apartment manager while achieving my dream of becoming an artist, selling my own work through galleries and commissions, and teaching others how to make art. When I started my company, I had a thousand dollars between my savings and checking accounts. I used \$600 of it to buy supplies for my dream, a business that combined two of my greatest loves: art and cannabis. I fully believed in the power of cannabis to encourage creativity, self-expression, and self-acceptance. It turns out that other people did too, because my classes started quickly filling up. I was able to get my own space, instead of holding events in my tiny kitchen, and I was able to legally expand my business throughout the state and across the country. Money was still tight, and things were still extremely difficult, but I was so proud and so happy to be living my dream.

Puff, Pass & Paint has been legally operating in Adams County for 3 years, in collaboration with our parent company Cannabis Tours, and we have never had a complaint of any nature: medical, disruptive, or legal. We have done our best to operate within the confines of the law that we were given while being one of the only safe spaces for people to legally consume, and learn about both cannabis and art, in the entire area. We provided jobs for dozens of people, encouraged creativity, supported veterans who were experiencing PTSD (and using cannabis and art as therapy), donated, and were involved with the LGBTQ community. To think of having to leave our current space, which we've worked SO hard on, crushes my soul. Our Puff, Pass & Paint space isn't just a business, it's a home for people who are looking for family, acceptance, and support.

We have already been hit hard with COVID, have had to put our business on hold for months, decrease classes significantly, and pause payments to myself and my business partners so that we could keep the business afloat and keep at least a few employees with income. The protectionist efforts of the county to charge exorbitant fees, on top of a lottery system, threatens to (and almost certainly will) shut down everything that I, and all of our staff, has worked for and built over the past 6 years. I've been here since the beginning, I have made valiant attempts to work with Adams County repeatedly, and I am asking you to consider that this is not the time to put more small businesses out of operation, and to give those of us that have shown willingness to cooperate and do things correctly a fighting chance. You may not hold the same views about cannabis and art that I do— that it is a healing, magical plant, and creativity is necessary to live a happy, fully-formed, vibrant life— but I hope that you can see that my business brings, at the very least, a much-needed place for people to legally consume a plant that Colorado makes millions of tax dollars off of per year.

I sincerely thank the county board of commissioners, and all of the staff, for their time and consideration. We do ask you to please consider provisions, such as the cannabis social equity guidelines passed by the state just today, that are inclusive for myself and the many other small businesses that would enable them to succeed in this currently difficult market.

Thank you for your consideration; I do sincerely hope that we will be able to continue working together.

Regards,



Heidi Keyes

Founder/President; Puff, Pass & Paint



Distinguished members of the board and county staff,

I write to you today in disappointment. As you know, I have advocated on behalf of my company and my guests from around the world for some time now to create reasonable rules for the public consumption of cannabis. Most recently, this journey has brought me from the Colorado State Capitol to the government building of Adams county. There, I met with and interacted with (most) of the members of the board of county commissioners and their staff. I was and still am consistently sincere in my desire to work with you and have always been transparent about my business practices. While the majority of you have treated us fairly, even advocated for our existence in what ways you reasonably could, a “good old boys club” consisting of only two out of the five councilmembers, has consistently conspired towards our demise. Although their number being less than the majority required to sway the vote of the board, they have made their influence and weight known.

During the time I have dedicated to discussing my business with you, we have been called criminals, been accused of bribery, been told to our faces after heartfelt pleas that they'd work with us only to have those same board members immediately go behind our backs in an attempt to outright ban our business model, all the while accusing us of the very behavior that they have exhibited on this board. All this during a pandemic that threatens to shut down the vast majority of hospitality businesses not unlike or own and leave 20%-40% of people unemployed. Shame.

Now we stand desperate and beaten before you, the good old boys having gotten their way in the end, forced to enter a “random” lottery that will surely “get them the licence holders they want.” While I will enter this “lottery” out of sheer hope against all odds that we get lucky on the most important decision of our lives, I have little hope that even if we do somehow win we will ever be treated fairly by certain members of your board and staff. That said, we are prepared to, in the likely case we are skipped over in this protectionist lottery, change our model in the short term to meet state and county guidelines in regards to the consumption of cannabis, and in the long run find a new home in a more business friendly jurisdiction for our world class travel and public consumption businesses.

In light of the Colorado General Assembly having just passed guidelines today in regards to social equity in marijuana licensing, I strongly urge the board to consider provisions that are more inclusive for the many small business owners operating after all they've been through to succeed in this market. I do sincerely thank the county board of commissioners and their staff for the time and consideration they have all put into this ordinance.

Regards,
Michael Eymer



Founder and CEO, Colorado Cannabis Tours

County of Adams
Net Warrant by Fund Summary

| Fund Number | Fund Description | Amount |
|------------------------|--------------------------------|---------------------|
| 1 | General Fund | 1,074,983.85 |
| 4 | Capital Facilities Fund | 4,357.01 |
| 5 | Golf Course Enterprise Fund | 47,390.69 |
| 6 | Equipment Service Fund | 399,851.32 |
| 7 | Stormwater Utility Fund | 23,607.39 |
| 13 | Road & Bridge Fund | 1,246,718.20 |
| 19 | Insurance Fund | 11,055.00 |
| 20 | Developmentally Disabled | 540,170.67 |
| 25 | Waste Management Fund | 153,091.25 |
| 27 | Open Space Projects Fund | 5,040.00 |
| 30 | Community Dev Block Grant Fund | 6,975.00 |
| 31 | Head Start Fund | 135.00 |
| 34 | Comm Services Blk Grant Fund | 12,344.99 |
| 43 | Colorado Air & Space Port | 44,119.34 |
| 50 | FLATROCK Facility Fund | 1.62 |
| | | <u>3,569,841.33</u> |

Net Warrants by Fund Detail

1 General Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|---------------|
| 00006197 | 37193 | CINA & CINA FORENSIC CONSULTIN | 6/18/2020 | 18,000.00 |
| 00006206 | 1026841 | SOLAR VISION INC | 6/18/2020 | 592.00 |
| 00749893 | 91631 | ADAMSON POLICE PRODUCTS | 6/18/2020 | 190.22 |
| 00749894 | 327129 | AIRGAS USA LLC | 6/18/2020 | 323.33 |
| 00749895 | 383698 | ALLIED UNIVERSAL SECURITY SERV | 6/18/2020 | 18,568.04 |
| 00749896 | 5991 | ALMOST HOME INC | 6/18/2020 | 3,691.04 |
| 00749897 | 12012 | ALSCO AMERICAN INDUSTRIAL | 6/18/2020 | 235.14 |
| 00749899 | 92273 | ATLANTIC SIGNAL | 6/18/2020 | 9,950.00 |
| 00749900 | 43744 | AUTOMATED BUILDING SOLUTIONS I | 6/18/2020 | 4,540.00 |
| 00749902 | 993099 | BAYAUD ENTERPRISES INC | 6/18/2020 | 2,738.10 |
| 00749903 | 3020 | BENNETT TOWN OF | 6/18/2020 | 79.05 |
| 00749904 | 1009381 | BIDNET DIRECT | 6/18/2020 | 14,670.00 |
| 00749906 | 994677 | BOTACH INC | 6/18/2020 | 7,173.25 |
| 00749907 | 13160 | BRIGHTON CITY OF (WATER) | 6/18/2020 | 812.98 |
| 00749908 | 13160 | BRIGHTON CITY OF (WATER) | 6/18/2020 | 2,569.27 |
| 00749909 | 13160 | BRIGHTON CITY OF (WATER) | 6/18/2020 | 16,543.27 |
| 00749910 | 13160 | BRIGHTON CITY OF (WATER) | 6/18/2020 | 111.93 |
| 00749911 | 13160 | BRIGHTON CITY OF (WATER) | 6/18/2020 | 11,881.98 |
| 00749912 | 1032969 | BROWNING HEATHER | 6/18/2020 | 142.50 |
| 00749913 | 56250 | CCR EVENT GROUP | 6/18/2020 | 52,487.00 |
| 00749916 | 661015 | CHP METRO NORTH LLC | 6/18/2020 | 1,050.00 |
| 00749917 | 2381 | COLO ANALYTICAL LABORATORY | 6/18/2020 | 174.00 |
| 00749918 | 8024 | COLO COUNTY ATTORNEYS ASSN | 6/18/2020 | 600.00 |
| 00749919 | 5050 | COLO DIST ATTORNEY COUNCIL | 6/18/2020 | 1,908.50 |
| 00749920 | 1909 | COLO DOORWAYS INC | 6/18/2020 | 1,188.19 |
| 00749921 | 9425 | COLO GOVT FINANCE OFFICERS ASS | 6/18/2020 | 50.00 |
| 00749922 | 2157 | COLO OCCUPATIONAL MEDICINE PHY | 6/18/2020 | 1,072.00 |
| 00749923 | 1032967 | COLORADO ELKS ASSOCIATION CHAR | 6/18/2020 | 485.00 |
| 00749925 | 709584 | COLORADO WATER WELL | 6/18/2020 | 400.00 |
| 00749926 | 48089 | COMCAST BUSINESS | 6/18/2020 | 4,200.00 |
| 00749928 | 255001 | COPYCO QUALITY PRINTING INC | 6/18/2020 | 8,550.00 |
| 00749929 | 42984 | CORECIVIC INC | 6/18/2020 | 609,652.60 |
| 00749930 | 437554 | CSU EXTENSION | 6/18/2020 | 30,778.15 |
| 00749931 | 278407 | DEEP ROCK WATER | 6/18/2020 | 31.50 |
| 00749932 | 1032966 | DIAZ ABIEL | 6/18/2020 | 205.00 |
| 00749934 | 808844 | DUPRIEST JOHN FIELDEN | 6/18/2020 | 65.00 |

Net Warrants by Fund Detail

1 General Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|---------------|
| 00749936 | 698569 | FOREST SEAN | 6/18/2020 | 65.00 |
| 00749937 | 308958 | FORT KNOX MAILBOX OF OREGON | 6/18/2020 | 7,531.44 |
| 00749938 | 671123 | FOUND MY KEYS | 6/18/2020 | 1,935.37 |
| 00749939 | 463649 | GABLEHOUSE GRANBERG LLC | 6/18/2020 | 1,484.00 |
| 00749940 | 12689 | GALLS LLC | 6/18/2020 | 837.88 |
| 00749941 | 582481 | GEO GROUP INC | 6/18/2020 | 235.60 |
| 00749942 | 1032972 | HALL MARK | 6/18/2020 | 500.00 |
| 00749943 | 14991 | HELTON & WILLIAMSEN PC | 6/18/2020 | 212.50 |
| 00749945 | 293122 | HERRERA, AARON | 6/18/2020 | 65.00 |
| 00749946 | 38860 | HLP INC | 6/18/2020 | 12,480.00 |
| 00749947 | 79260 | IDEXX DISTRIBUTION INC | 6/18/2020 | 464.23 |
| 00749949 | 44965 | INTERVENTION COMMUNITY CORRECT | 6/18/2020 | 444.55 |
| 00749950 | 33110 | JUSTICE BENEFITS INC | 6/18/2020 | 1,100.00 |
| 00749952 | 652983 | K&H INTEGRATED PRINT SOLUTIONS | 6/18/2020 | 97,163.80 |
| 00749953 | 77611 | KD SERVICE GROUP | 6/18/2020 | 668.34 |
| 00749957 | 338650 | LATINA FUNERAL SERVICE | 6/18/2020 | 335.00 |
| 00749961 | 810888 | MARTINEZ JUSTIN PAUL | 6/18/2020 | 65.00 |
| 00749962 | 1032836 | MENTALOUNGE | 6/18/2020 | 500.00 |
| 00749963 | 729564 | METRO TRANSPORTATION PLANNING | 6/18/2020 | 442.50 |
| 00749965 | 13719 | MORGAN COUNTY REA | 6/18/2020 | 182.97 |
| 00749966 | 13591 | MWI VETERINARY SUPPLY CO | 6/18/2020 | 1,686.08 |
| 00749967 | 426425 | NASTRO DEBORAH | 6/18/2020 | 817.50 |
| 00749968 | 16428 | NICOLETTI-FLATER ASSOCIATES | 6/18/2020 | 928.00 |
| 00749970 | 13774 | NORTH PECOS WATER & SANITATION | 6/18/2020 | 41.13 |
| 00749971 | 13778 | NORTH WASHINGTON ST WATER & SA | 6/18/2020 | 13,526.03 |
| 00749972 | 33716 | OLD VINE PINNACLE ASSOCIATES | 6/18/2020 | 800.00 |
| 00749973 | 32700 | PITNEY BOWES RESERVE ACCOUNT | 6/18/2020 | 10,000.00 |
| 00749976 | 9635 | PUBLICATION PRINTERS | 6/18/2020 | 1,316.93 |
| 00749977 | 431519 | REGROUP | 6/18/2020 | 16,000.00 |
| 00749978 | 53054 | RICHARDSON SHARON | 6/18/2020 | 65.00 |
| 00749979 | 422902 | ROADRUNNER PHARMACY INCORPORAT | 6/18/2020 | 113.12 |
| 00749981 | 1031727 | SGR | 6/18/2020 | 3,594.50 |
| 00749982 | 668994 | SIEMENS INDUSTRY INC | 6/18/2020 | 17,040.18 |
| 00749983 | 426427 | STAMP ROBERT | 6/18/2020 | 600.00 |
| 00749984 | 25335 | STANLEY CONVERGENT SECURITY S | 6/18/2020 | 2,963.25 |
| 00749986 | 9411 | STATE OF COLORADO | 6/18/2020 | 1,771.99 |

Net Warrants by Fund Detail

1 **General Fund**

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|------------------------------|---------------------|---------------------|
| 00749987 | 42818 | STATE OF COLORADO | 6/18/2020 | 3.94 |
| 00749988 | 42818 | STATE OF COLORADO | 6/18/2020 | 99.82 |
| 00749989 | 42818 | STATE OF COLORADO | 6/18/2020 | 689.92 |
| 00749993 | 339152 | STEEL STRUCTURES AMERICA INC | 6/18/2020 | 475.00 |
| 00749994 | 13949 | STRASBURG SANITATION | 6/18/2020 | 1,047.90 |
| 00749996 | 599714 | SUMMIT FOOD SERVICE LLC | 6/18/2020 | 23,770.57 |
| 00749998 | 385142 | THOMPSON GREGORY PAUL | 6/18/2020 | 65.00 |
| 00749999 | 799884 | TUNDRA RESTAURANT SUPPLY LLC | 6/18/2020 | 3,750.00 |
| 00750000 | 666214 | TYGRETT DEBRA R | 6/18/2020 | 216.00 |
| 00750001 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 120.35 |
| 00750002 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 132.09 |
| 00750003 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 168.52 |
| 00750014 | 20730 | UNITED STATES POSTAL SERVICE | 6/18/2020 | 1,310.00 |
| 00750015 | 20730 | UNITED STATES POSTAL SERVICE | 6/18/2020 | 1,310.00 |
| 00750016 | 32251 | VIA MOBILITY SERVICES | 6/18/2020 | 14,500.00 |
| 00750018 | 13822 | XCEL ENERGY | 6/18/2020 | 889.56 |
| 00750019 | 473336 | ZAYO GROUP HOLDINGS INC | 6/18/2020 | 2,567.50 |
| 00750020 | 378168 | ZOETIS US LLC | 6/18/2020 | 181.75 |
| Fund Total | | | | 1,074,983.85 |

Net Warrants by Fund Detail

4Capital Facilities Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------|---------------------|-----------------|
| 00006200 | 979090 | E CUBE INC | 6/18/2020 | 4,331.68 |
| 00750004 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 9.33 |
| 00750005 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 6.67 |
| 00750006 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 9.33 |
| Fund Total | | | | 4,357.01 |

Net Warrants by Fund Detail

5 Golf Course Enterprise Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|------------------|
| 00749924 | 1028818 | COLORADO NATIONAL GOLF CLUB HQ | 6/18/2020 | 813.64 |
| 00749955 | 11496 | L L JOHNSON DIST | 6/18/2020 | 13,262.00 |
| 00749964 | 150692 | MODERN GOLF & TURF LLC | 6/18/2020 | 22,181.84 |
| 00750007 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 148.19 |
| 00750008 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 2,189.97 |
| 00750009 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 3,865.52 |
| 00750010 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 4,128.98 |
| 00750011 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 691.98 |
| 00750012 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 30.64 |
| 00750013 | 1007 | UNITED POWER (UNION REA) | 6/18/2020 | 77.93 |
| Fund Total | | | | 47,390.69 |

Net Warrants by Fund Detail

6Equipment Service Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|-------------------|
| 00749891 | 23962 | ACS MANAGEMENT LLC | 6/18/2020 | 4,212.00 |
| 00749927 | 1002592 | COOPER EQUIPMENT COMPANY | 6/18/2020 | 72,676.00 |
| 00749948 | 682207 | INSIGHT AUTO GLASS LLC | 6/18/2020 | 683.23 |
| 00749956 | 494038 | LARRY H MILLER FORD LAKEWOOD | 6/18/2020 | 33,479.00 |
| 00749974 | 13812 | POWER EQUIPMENT CO | 6/18/2020 | 254,854.00 |
| 00749980 | 16237 | SAM HILL OIL INC | 6/18/2020 | 25,728.16 |
| 00749997 | 790907 | THE GOODYEAR TIRE AND RUBBER C | 6/18/2020 | 8,218.93 |
| | | | Fund Total | 399,851.32 |

Net Warrants by Fund Detail

7Stormwater Utility Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|------------------|
| 00749898 | 7701 | ASSN OF STATE FLOODPLAIN MANAG | 6/18/2020 | 80.00 |
| 00749905 | 90334 | BIG DRY CREEK WATERSHED ASSN | 6/18/2020 | 3,700.00 |
| 00749933 | 128693 | DREXEL BARRELL & CO | 6/18/2020 | 19,827.39 |
| | | | Fund Total | 23,607.39 |

Net Warrants by Fund Detail

13**Road & Bridge Fund**

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|---------------------|
| 00006190 | 278508 | FIRST AMERICAN TITLE INS CO | 6/16/2020 | 522.23 |
| 00006191 | 278508 | FIRST AMERICAN TITLE INS CO | 6/16/2020 | 500.00 |
| 00006192 | 100083 | ALDERMAN BERNSTEIN LLC | 6/18/2020 | 467.50 |
| 00006193 | 89295 | ARVADA CITY OF | 6/18/2020 | 14,914.26 |
| 00006194 | 89296 | AURORA CITY OF | 6/18/2020 | 247,112.86 |
| 00006195 | 89297 | BENNETT TOWN OF | 6/18/2020 | 10,690.75 |
| 00006196 | 89298 | BRIGHTON CITY OF | 6/18/2020 | 139,989.57 |
| 00006199 | 89299 | COMMERCE CITY CITY OF | 6/18/2020 | 161,455.90 |
| 00006201 | 89300 | FEDERAL HEIGHTS CITY OF | 6/18/2020 | 26,185.25 |
| 00006202 | 89301 | NORTHGLENN CITY OF | 6/18/2020 | 72,929.96 |
| 00006207 | 89302 | THORNTON CITY OF | 6/18/2020 | 298,039.16 |
| 00006209 | 89304 | WESTMINSTER CITY OF | 6/18/2020 | 144,331.00 |
| 00749935 | 534975 | EP&A ENVIROTAC INC | 6/18/2020 | 35,644.18 |
| 00749960 | 9379 | MARTIN MARTIN CONSULTING ENGIN | 6/18/2020 | 43,723.96 |
| 00749985 | 173676 | STANTEC CONSULTING CORPORATION | 6/18/2020 | 50,211.62 |
| Fund Total | | | | 1,246,718.20 |

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> |
|----------------|--------------------|--------------------------------|---------------------|------------------|
| 00006208 | 523053 | TRISTAR RISK MANAGEMENT | 6/18/2020 | 421.00 |
| 00749944 | 883606 | HENDERSON CONSULTING AND EAP S | 6/18/2020 | 634.00 |
| 00749958 | 855793 | LOCKTON COMPANIES | 6/18/2020 | 10,000.00 |
| | | | Fund Total | 11,055.00 |

County of Adams
Net Warrants by Fund Detail

20

Developmentally Disabled

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|-------------------|
| 00749969 | 3313 | NORTH METRO COMMUNITY SERVICES | 6/18/2020 | 540,170.67 |
| Fund Total | | | | 540,170.67 |

Net Warrants by Fund Detail

25

Waste Management Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|-------------------|
| 00006204 | 433702 | QUANTUM WATER & ENVIRONMENT | 6/18/2020 | 149,018.11 |
| 00749901 | 535096 | B & B ENVIRONMENTAL SAFETY INC | 6/18/2020 | 4,073.14 |
| Fund Total | | | | 153,091.25 |

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> |
|-------------------|--------------------|-------------------------------|---------------------|-----------------|
| 00749995 | 266133 | STREAM LANDSCAPE ARCHITECTURE | 6/18/2020 | 5,040.00 |
| Fund Total | | | | 5,040.00 |

Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------|---------------------|-----------------|
| 00006205 | 907138 | ROOT POLICY RESEARCH INC | 6/18/2020 | 6,975.00 |
| Fund Total | | | | 6,975.00 |

Net Warrants by Fund Detail

31

Head Start Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|------------------------------|---------------------|---------------|
| 00749914 | 327914 | CESCO LINGUISTIC SERVICE INC | 6/18/2020 | 60.00 |
| 00749915 | 166025 | CHILDRENS HOSPITAL | 6/18/2020 | 75.00 |
| Fund Total | | | | 135.00 |

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|------------------------|---------------------|------------------|
| 00749892 | 258636 | ADAMS COUNTY FOOD BANK | 6/18/2020 | 5,853.31 |
| 00749975 | 189016 | PROJECT ANGEL HEART | 6/18/2020 | 6,491.68 |
| Fund Total | | | | 12,344.99 |

Net Warrants by Fund Detail

43Colorado Air & Space Port

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------|---------------------|------------------|
| 00006198 | 709816 | CITY SERVICEVALCON LLC | 6/18/2020 | 11,209.66 |
| 00006203 | 80249 | OFFEN PETROLEUM INC | 6/18/2020 | 1,186.16 |
| 00749951 | 204737 | JVIATION INC | 6/18/2020 | 7,174.27 |
| 00749954 | 965237 | KIEWIT INFRASTRUCTURE CO | 6/18/2020 | 20,700.00 |
| 00749959 | 112383 | LOTTMAN OIL COMPANY | 6/18/2020 | 188.75 |
| 00749990 | 33604 | STATE OF COLORADO | 6/18/2020 | 9.27 |
| 00749991 | 33604 | STATE OF COLORADO | 6/18/2020 | 658.00 |
| 00750017 | 1033984 | WADDINGHAM DOUG | 6/18/2020 | 2,993.23 |
| | | | Fund Total | 44,119.34 |

County of Adams
Net Warrants by Fund Detail

50

FLATROCK Facility Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|----------------------|---------------------|---------------|
| 00749992 | 33604 | STATE OF COLORADO | 6/18/2020 | 1.62 |
| Fund Total | | | | 1.62 |

County of Adams
Net Warrants by Fund Detail

Grand Total 3,569,841.33

County of Adams
Vendor Payment Report

| <u>4</u> | <u>Capital Facilities Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Clrg | | | | | |
| | E CUBE INC | 00004 | 976792 | 366918 | 6/18/2020 | 4,331.68 |
| | | | | | Account Total | 4,331.68 |
| | | | | | Department Total | 4,331.68 |

County of Adams
Vendor Payment Report

| <u>4303</u> | <u>CASP FBO</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------|-------------|----------------|-----------------|------------------|------------------------|
| | 100LL Income | | | | | |
| | WADDINGHAM DOUG | 00043 | 976790 | 366861 | 6/17/2020 | 2,993.23 |
| | | | | | Account Total | <u>2,993.23</u> |
| | Licenses and Fees | | | | | |
| | STATE OF COLORADO | 00043 | 976554 | 366555 | 6/12/2020 | .26- |
| | | | | | Account Total | <u>.26-</u> |
| | Oil & Lubrication | | | | | |
| | LOTTMAN OIL COMPANY | 00043 | 976789 | 366861 | 6/17/2020 | 188.75 |
| | | | | | Account Total | <u>188.75</u> |
| | | | | | Department Total | <u><u>3,181.72</u></u> |

County of Adams
Vendor Payment Report

| <u>4304</u> | <u>CASP Operations/Maintenance</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Diesel | | | | | |
| | OFFEN PETROLEUM INC | 00043 | 976788 | 366860 | 6/17/2020 | 1,186.16 |
| | | | | | Account Total | <u>1,186.16</u> |
| | | | | | Department Total | <u><u>1,186.16</u></u> |

County of Adams
Vendor Payment Report

| <u>1022</u> | <u>CLK Elections</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Postage & Freight | | | | | |
| | UNITED STATES POSTAL SERVICE | 00001 | 976605 | 366719 | 6/16/2020 | <u>1,310.00</u> |
| | | | | | Account Total | <u>1,310.00</u> |
| | | | | | Department Total | <u><u>1,310.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1023</u> | <u>CLK Motor Vehicle</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Operating Supplies | | | | | |
| | ALSCO AMERICAN INDUSTRIAL | 00001 | 976390 | 366402 | 6/11/2020 | 45.42 |
| | SOLAR VISION INC | 00001 | 976551 | 366551 | 6/12/2020 | 592.00 |
| | | | | | Account Total | <u>637.42</u> |
| | | | | | Department Total | <u><u>637.42</u></u> |

County of Adams
Vendor Payment Report

| <u>1021</u> | <u>CLK Recording</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Printing External | | | | | |
| | COPYCO QUALITY PRINTING INC | 00001 | 976391 | 366402 | 6/11/2020 | <u>300.00</u> |
| | | | | | Account Total | <u>300.00</u> |
| | | | | | Department Total | <u><u>300.00</u></u> |

County of Adams
Vendor Payment Report

| <u>43</u> | <u>Colorado Air & Space Port</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|--------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Colorado Sales Tax Payable | | | | | |
| | STATE OF COLORADO | 00043 | 976553 | 366555 | 6/12/2020 | 9.27 |
| | STATE OF COLORADO | 00043 | 976554 | 366555 | 6/12/2020 | 658.26 |
| | | | | | Account Total | 667.53 |
| | Received not Vouchered Clrg | | | | | |
| | CITY SERVICEVALCON LLC | 00043 | 976793 | 366918 | 6/18/2020 | 11,209.66 |
| | JVIATION INC | 00043 | 976896 | 366935 | 6/18/2020 | 2,654.77 |
| | JVIATION INC | 00043 | 976897 | 366935 | 6/18/2020 | 4,519.50 |
| | KIEWIT INFRASTRUCTURE CO | 00043 | 976812 | 366927 | 6/18/2020 | 23,000.00 |
| | | | | | Account Total | 41,383.93 |
| | Retainages Payable | | | | | |
| | KIEWIT INFRASTRUCTURE CO | 00043 | 976812 | 366927 | 6/18/2020 | 2,300.00- |
| | | | | | Account Total | 2,300.00- |
| | | | | | Department Total | 39,751.46 |

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 Cllrg | | | | | |
| | ROOT POLICY RESEARCH INC | 00030 | 976791 | 366918 | 6/18/2020 | <u>6,975.00</u> |
| | | | | | Account Total | <u>6,975.00</u> |
| | | | | | Department Total | <u><u>6,975.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1013</u> | <u>County Attorney</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Consultant Services | | | | | |
| | SGR | 00001 | 976607 | 366722 | 6/16/2020 | 3,594.50 |
| | | | | | Account Total | 3,594.50 |
| | Membership Dues | | | | | |
| | COLO COUNTY ATTORNEYS ASSN | 00001 | 976610 | 366722 | 6/16/2020 | 600.00 |
| | | | | | Account Total | 600.00 |
| | Other Professional Serv | | | | | |
| | NASTRO DEBORAH | 00001 | 976608 | 366722 | 6/16/2020 | 817.50 |
| | STAMP ROBERT | 00001 | 976609 | 366722 | 6/16/2020 | 600.00 |
| | | | | | Account Total | 1,417.50 |
| | | | | | Department Total | 5,612.00 |

County of Adams
Vendor Payment Report

| <u>2031</u> | <u>County Coroner</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Medical Services | | | | | |
| | CINA & CINA FORENSIC CONSULTIN | 00001 | 976500 | 366412 | 6/11/2020 | <u>18,000.00</u> |
| | | | | | Account Total | <u>18,000.00</u> |
| | | | | | Department Total | <u><u>18,000.00</u></u> |

County of Adams
Vendor Payment Report

| <u>951016</u> | <u>CSBG</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|---------------|------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Grants to Other Instit | | | | | |
| | ADAMS COUNTY FOOD BANK | 00034 | 976548 | 366548 | 6/12/2020 | 5,853.31 |
| | PROJECT ANGEL HEART | 00034 | 976549 | 366548 | 6/12/2020 | 6,491.68 |
| | | | | | Account Total | <u>12,344.99</u> |
| | | | | | Department Total | <u><u>12,344.99</u></u> |

County of Adams
Vendor Payment Report

| <u>6</u> | <u>Equipment Service Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Clrg | | | | | |
| | ACS MANAGEMENT LLC | 00006 | 976881 | 366935 | 6/18/2020 | 4,212.00 |
| | COOPER EQUIPMENT COMPANY | 00006 | 976917 | 366941 | 6/18/2020 | 72,676.00 |
| | INSIGHT AUTO GLASS LLC | 00006 | 976868 | 366935 | 6/18/2020 | 268.29 |
| | INSIGHT AUTO GLASS LLC | 00006 | 976878 | 366935 | 6/18/2020 | 161.78 |
| | INSIGHT AUTO GLASS LLC | 00006 | 976879 | 366935 | 6/18/2020 | 40.00 |
| | INSIGHT AUTO GLASS LLC | 00006 | 976880 | 366935 | 6/18/2020 | 40.00 |
| | INSIGHT AUTO GLASS LLC | 00006 | 976865 | 366935 | 6/18/2020 | 40.00 |
| | INSIGHT AUTO GLASS LLC | 00006 | 976870 | 366935 | 6/18/2020 | 133.16 |
| | LARRY H MILLER FORD LAKEWOOD | 00006 | 976939 | 366941 | 6/18/2020 | 33,479.00 |
| | POWER EQUIPMENT CO | 00006 | 976887 | 366935 | 6/18/2020 | 56,400.00 |
| | POWER EQUIPMENT CO | 00006 | 976888 | 366935 | 6/18/2020 | 198,454.00 |
| | SAM HILL OIL INC | 00006 | 976898 | 366935 | 6/18/2020 | 10,196.42 |
| | SAM HILL OIL INC | 00006 | 976873 | 366935 | 6/18/2020 | 1,453.64 |
| | SAM HILL OIL INC | 00006 | 976874 | 366935 | 6/18/2020 | 11,816.09 |
| | SAM HILL OIL INC | 00006 | 976911 | 366935 | 6/18/2020 | 751.72 |
| | SAM HILL OIL INC | 00006 | 976864 | 366935 | 6/18/2020 | 1,510.29 |
| | THE GOODYEAR TIRE AND RUBBER C | 00006 | 976869 | 366935 | 6/18/2020 | 947.36 |
| | THE GOODYEAR TIRE AND RUBBER C | 00006 | 976943 | 366941 | 6/18/2020 | 1,380.33 |
| | THE GOODYEAR TIRE AND RUBBER C | 00006 | 976866 | 366935 | 6/18/2020 | 2,377.41 |
| | THE GOODYEAR TIRE AND RUBBER C | 00006 | 976867 | 366935 | 6/18/2020 | 227.00 |
| | THE GOODYEAR TIRE AND RUBBER C | 00006 | 976875 | 366935 | 6/18/2020 | 256.00 |
| | THE GOODYEAR TIRE AND RUBBER C | 00006 | 976876 | 366935 | 6/18/2020 | 2,683.11 |
| | THE GOODYEAR TIRE AND RUBBER C | 00006 | 976861 | 366935 | 6/18/2020 | 347.72 |
| | | | | | Account Total | 399,851.32 |
| | | | | | Department Total | 399,851.32 |

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 Professional Serv | | | | | |
| | CSU EXTENSION | 00001 | 976627 | 366733 | 6/16/2020 | <u>3,675.00</u> |
| | | | | | Account Total | <u>3,675.00</u> |
| | | | | | Department Total | <u><u>3,675.00</u></u> |

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 Professional Serv CSU EXTENSION | 00001 | 976627 | 366733 | 6/16/2020 | <u>3,675.00</u> |
| | | | | | Account Total | <u>3,675.00</u> |
| | | | | | Department Total | <u><u>3,675.00</u></u> |

County of Adams
Vendor Payment Report

| <u>9244</u> | <u>Extension- 4-H/Youth</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Other Professional Serv | | | | | |
| | CSU EXTENSION | 00001 | 976627 | 366733 | 6/16/2020 | 16,023.15 |
| | CSU EXTENSION | 00001 | 976627 | 366733 | 6/16/2020 | 3,675.00 |
| | | | | | Account Total | <u>19,698.15</u> |
| | | | | | Department Total | <u><u>19,698.15</u></u> |

County of Adams
Vendor Payment Report

| <u>9241</u> | <u>Extension- Administration</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Operating Supplies | | | | | |
| | CSU EXTENSION | 00001 | 976627 | 366733 | 6/16/2020 | 55.00 |
| | | | | | Account Total | 55.00 |
| | Other Professional Serv | | | | | |
| | CSU EXTENSION | 00001 | 976627 | 366733 | 6/16/2020 | 3,675.00 |
| | | | | | Account Total | 3,675.00 |
| | | | | | Department Total | 3,730.00 |

County of Adams
Vendor Payment Report

| <u>1014</u> | <u>Finance</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Postage & Freight | | | | | |
| | UNITED STATES POSTAL SERVICE | 00001 | 976604 | 366718 | 6/16/2020 | <u>1,310.00</u> |
| | | | | | Account Total | <u>1,310.00</u> |
| | | | | | Department Total | <u><u>1,310.00</u></u> |

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> |
|-------------|-----------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Membership Dues | | | | | |
| | COLO GOVT FINANCE OFFICERS ASS | 00001 | 976526 | 366523 | 6/12/2020 | <u>50.00</u> |
| | | | | | Account Total | <u>50.00</u> |
| | | | | | Department Total | <u><u>50.00</u></u> |

County of Adams
Vendor Payment Report

| <u>50</u> | <u>FLATROCK Facility Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|-------------------------------|-------------|----------------|-----------------|------------------|--------------------|
| | Colorado Sales Tax Payable | | | | | |
| | STATE OF COLORADO | 00050 | 976552 | 366554 | 6/12/2020 | <u>1.68</u> |
| | | | | | Account Total | <u>1.68</u> |
| | | | | | Department Total | <u><u>1.68</u></u> |

County of Adams
Vendor Payment Report

| <u>1091</u> | <u>FO - Administration</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Gas & Electricity | | | | | |
| | UNITED POWER (UNION REA) | 00001 | 976611 | 366724 | 6/16/2020 | 120.35 |
| | UNITED POWER (UNION REA) | 00001 | 976612 | 366724 | 6/16/2020 | 132.09 |
| | UNITED POWER (UNION REA) | 00001 | 976630 | 366724 | 6/16/2020 | 168.52 |
| | | | | | Account Total | 420.96 |
| | Maintenance Contracts | | | | | |
| | COLO ANALYTICAL LABORATORY | 00001 | 976623 | 366724 | 6/16/2020 | 87.00 |
| | COLO ANALYTICAL LABORATORY | 00001 | 976624 | 366724 | 6/16/2020 | 87.00 |
| | | | | | Account Total | 174.00 |
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=10735 | 00001 | 976598 | 366717 | 6/2/2020 | 79.05 |
| | | | | | Account Total | 79.05 |
| | | | | | Department Total | 674.01 |

County of Adams
Vendor Payment Report

| <u>1114</u> | <u>FO - District Attorney Bldg.</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Repair & Maint Supplies | | | | | |
| | TUNDRA RESTAURANT SUPPLY LLC | 00001 | 976622 | 366724 | 6/16/2020 | 3,750.00 |
| | | | | | Account Total | <u>3,750.00</u> |
| | | | | | Department Total | <u><u>3,750.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1070</u> | <u>FO - Honnen/Plan&Devel/MV Ware</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---|-------------|----------------|-----------------|------------------|----------------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=10733 | 00001 | 976595 | 366717 | 6/1/2020 | <u>889.56</u> |
| | | | | | Account Total | <u>889.56</u> |
| | | | | | Department Total | <u><u>889.56</u></u> |

County of Adams
Vendor Payment Report

| <u>1079</u> | <u>FO - Human Services Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Building Repair & Maint | | | | | |
| | COLO DOORWAYS INC | 00001 | 976621 | 366724 | 6/16/2020 | <u>1,188.19</u> |
| | | | | | Account Total | <u>1,188.19</u> |
| | | | | | Department Total | <u><u>1,188.19</u></u> |

County of Adams
Vendor Payment Report

| <u>1071</u> | <u>FO - Justice Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Building Repair & Maint | | | | | |
| | STANLEY CONVERGENT SECURITY S | 00001 | 976618 | 366724 | 6/16/2020 | 1,330.50 |
| | STANLEY CONVERGENT SECURITY S | 00001 | 976619 | 366724 | 6/16/2020 | 540.00 |
| | STANLEY CONVERGENT SECURITY S | 00001 | 976620 | 366724 | 6/16/2020 | 1,092.75 |
| | | | | | Account Total | 2,963.25 |
| | Repair & Maint Supplies | | | | | |
| | AUTOMATED BUILDING SOLUTIONS I | 00001 | 976617 | 366724 | 6/16/2020 | 4,540.00 |
| | | | | | Account Total | 4,540.00 |
| | | | | | Department Total | 7,503.25 |

County of Adams
Vendor Payment Report

| <u>1111</u> | <u>FO - Parks Facilities</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Buildings | | | | | |
| | UNITED POWER (UNION REA) | 00001 | 976613 | 366724 | 6/16/2020 | 9.33 |
| | UNITED POWER (UNION REA) | 00001 | 976614 | 366724 | 6/16/2020 | 6.67 |
| | UNITED POWER (UNION REA) | 00001 | 976615 | 366724 | 6/16/2020 | 9.33 |
| | | | | | Account Total | <u>25.33</u> |
| | | | | | Department Total | <u><u>25.33</u></u> |

County of Adams
Vendor Payment Report

| <u>1112</u> | <u>FO - Sheriff HQ/Coroner Bldg</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=10736 | 00001 | 976599 | 366717 | 6/2/2020 | 812.98 |
| | Energy Cap Bill ID=10738 | 00001 | 976600 | 366717 | 6/2/2020 | 2,569.27 |
| | | | | | Account Total | <u>3,382.25</u> |
| | | | | | Department Total | <u><u>3,382.25</u></u> |

County of Adams
Vendor Payment Report

| <u>2009</u> | <u>FO - Sheriff Maintenance</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=10737 | 00001 | 976601 | 366717 | 6/2/2020 | 16,543.27 |
| | Energy Cap Bill ID=10739 | 00001 | 976602 | 366717 | 6/2/2020 | 111.93 |
| | Energy Cap Bill ID=10740 | 00001 | 976603 | 366717 | 6/2/2020 | 11,881.98 |
| | | | | | Account Total | <u>28,537.18</u> |
| | | | | | Department Total | <u><u>28,537.18</u></u> |

County of Adams
Vendor Payment Report

| <u>1075</u> | <u>FO - Strasburg/Whittier</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=10741 | 00001 | 976596 | 366717 | 6/1/2020 | 182.97 |
| | | | | | Account Total | <u>182.97</u> |
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=10734 | 00001 | 976597 | 366717 | 6/1/2020 | 1,047.90 |
| | | | | | Account Total | <u>1,047.90</u> |
| | | | | | Department Total | <u><u>1,230.87</u></u> |

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> |
|----------|--------------------------------|-------------|----------------|-----------------|----------------|---------------|
| | Received not Vouchered Clrg | | | | | |
| | ADAMSON POLICE PRODUCTS | 00001 | 976922 | 366941 | 6/18/2020 | 115.05 |
| | ADAMSON POLICE PRODUCTS | 00001 | 976922 | 366941 | 6/18/2020 | 75.17 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 976932 | 366941 | 6/18/2020 | 18,568.04 |
| | ALMOST HOME INC | 00001 | 976891 | 366935 | 6/18/2020 | 3,691.04 |
| | ALSCO AMERICAN INDUSTRIAL | 00001 | 976860 | 366935 | 6/18/2020 | 189.72 |
| | ATLANTIC SIGNAL | 00001 | 976931 | 366941 | 6/18/2020 | 9,950.00 |
| | BAYAUD ENTERPRISES INC | 00001 | 976918 | 366941 | 6/18/2020 | 2,738.10 |
| | BIDNET DIRECT | 00001 | 976886 | 366935 | 6/18/2020 | 14,670.00 |
| | CCR EVENT GROUP | 00001 | 976913 | 366941 | 6/18/2020 | 40,537.00 |
| | CCR EVENT GROUP | 00001 | 976914 | 366941 | 6/18/2020 | 11,950.00 |
| | CHP METRO NORTH LLC | 00001 | 976854 | 366927 | 6/18/2020 | 1,050.00 |
| | COLO DIST ATTORNEY COUNCIL | 00001 | 976901 | 366935 | 6/18/2020 | 1,908.50 |
| | COMCAST BUSINESS | 00001 | 976809 | 366927 | 6/18/2020 | 2,100.00 |
| | COMCAST BUSINESS | 00001 | 976810 | 366927 | 6/18/2020 | 2,100.00 |
| | COPYCO QUALITY PRINTING INC | 00001 | 976930 | 366941 | 6/18/2020 | 8,250.00 |
| | CORECIVIC INC | 00001 | 976934 | 366941 | 6/18/2020 | 30,135.90 |
| | CORECIVIC INC | 00001 | 976935 | 366941 | 6/18/2020 | 44,525.55 |
| | CORECIVIC INC | 00001 | 976936 | 366941 | 6/18/2020 | 57,267.90 |
| | CORECIVIC INC | 00001 | 976937 | 366941 | 6/18/2020 | 22,044.75 |
| | CORECIVIC INC | 00001 | 976938 | 366941 | 6/18/2020 | 10,939.50 |
| | CORECIVIC INC | 00001 | 976940 | 366941 | 6/18/2020 | 4,857.60 |
| | CORECIVIC INC | 00001 | 976941 | 366941 | 6/18/2020 | 3,168.00 |
| | CORECIVIC INC | 00001 | 976942 | 366941 | 6/18/2020 | 12,839.35 |
| | CORECIVIC INC | 00001 | 976947 | 366941 | 6/18/2020 | 208,410.00 |
| | CORECIVIC INC | 00001 | 976823 | 366927 | 6/18/2020 | 297.60 |
| | CORECIVIC INC | 00001 | 976824 | 366927 | 6/18/2020 | 339.15 |
| | CORECIVIC INC | 00001 | 976825 | 366927 | 6/18/2020 | 7,509.75 |
| | CORECIVIC INC | 00001 | 976826 | 366927 | 6/18/2020 | 51,405.45 |
| | CORECIVIC INC | 00001 | 976827 | 366927 | 6/18/2020 | 67,006.35 |
| | CORECIVIC INC | 00001 | 976828 | 366927 | 6/18/2020 | 48,110.85 |
| | CORECIVIC INC | 00001 | 976829 | 366927 | 6/18/2020 | 3,003.90 |
| | CORECIVIC INC | 00001 | 976830 | 366927 | 6/18/2020 | 26,502.15 |
| | CORECIVIC INC | 00001 | 976831 | 366927 | 6/18/2020 | 2,228.70 |
| | CORECIVIC INC | 00001 | 976832 | 366927 | 6/18/2020 | 4,505.85 |
| | CORECIVIC INC | 00001 | 976833 | 366927 | 6/18/2020 | 4,554.30 |

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> |
|----------|--------------------------------|-------------|----------------|-----------------|----------------|---------------|
| | FORT KNOX MAILBOX OF OREGON | 00001 | 976884 | 366935 | 6/18/2020 | 7,531.44 |
| | FOUND MY KEYS | 00001 | 976858 | 366935 | 6/18/2020 | 1,255.57 |
| | FOUND MY KEYS | 00001 | 976859 | 366935 | 6/18/2020 | 679.80 |
| | GABLEHOUSE GRANBERG LLC | 00001 | 976855 | 366927 | 6/18/2020 | 1,484.00 |
| | GALLS LLC | 00001 | 976919 | 366941 | 6/18/2020 | 661.90 |
| | GALLS LLC | 00001 | 976920 | 366941 | 6/18/2020 | 165.99 |
| | GALLS LLC | 00001 | 976921 | 366941 | 6/18/2020 | 9.99 |
| | GEO GROUP INC | 00001 | 976834 | 366927 | 6/18/2020 | 235.60 |
| | HELTON & WILLIAMSEN PC | 00001 | 976923 | 366941 | 6/18/2020 | 212.50 |
| | HLP INC | 00001 | 976882 | 366935 | 6/18/2020 | 12,480.00 |
| | IDEXX DISTRIBUTION INC | 00001 | 976909 | 366935 | 6/18/2020 | 166.36 |
| | IDEXX DISTRIBUTION INC | 00001 | 976909 | 366935 | 6/18/2020 | 297.87 |
| | INTERVENTION COMMUNITY CORRECT | 00001 | 976836 | 366927 | 6/18/2020 | 339.15 |
| | INTERVENTION COMMUNITY CORRECT | 00001 | 976850 | 366927 | 6/18/2020 | 105.40 |
| | K&H INTEGRATED PRINT SOLUTIONS | 00001 | 976912 | 366941 | 6/18/2020 | 52,305.77 |
| | K&H INTEGRATED PRINT SOLUTIONS | 00001 | 976944 | 366941 | 6/18/2020 | 44,858.03 |
| | KD SERVICE GROUP | 00001 | 976928 | 366941 | 6/18/2020 | 572.64 |
| | KD SERVICE GROUP | 00001 | 976929 | 366941 | 6/18/2020 | 95.70 |
| | MWI VETERINARY SUPPLY CO | 00001 | 976903 | 366935 | 6/18/2020 | 1,016.88 |
| | MWI VETERINARY SUPPLY CO | 00001 | 976904 | 366935 | 6/18/2020 | 45.42 |
| | MWI VETERINARY SUPPLY CO | 00001 | 976905 | 366935 | 6/18/2020 | 67.10 |
| | MWI VETERINARY SUPPLY CO | 00001 | 976906 | 366935 | 6/18/2020 | 25.60 |
| | MWI VETERINARY SUPPLY CO | 00001 | 976907 | 366935 | 6/18/2020 | 402.10 |
| | MWI VETERINARY SUPPLY CO | 00001 | 976908 | 366935 | 6/18/2020 | 128.98 |
| | NORTH METRO COMMUNITY SERVICES | 00001 | 976915 | 366941 | 6/18/2020 | 540,170.67 |
| | OLD VINE PINNACLE ASSOCIATES | 00001 | 976856 | 366927 | 6/18/2020 | 800.00 |
| | REGROUP | 00001 | 976883 | 366935 | 6/18/2020 | 16,000.00 |
| | ROADRUNNER PHARMACY INCORPORAT | 00001 | 976892 | 366935 | 6/18/2020 | 50.16 |
| | ROADRUNNER PHARMACY INCORPORAT | 00001 | 976893 | 366935 | 6/18/2020 | 62.96 |
| | SIEMENS INDUSTRY INC | 00001 | 976902 | 366935 | 6/18/2020 | 17,040.18 |
| | STATE OF COLORADO | 00001 | 976890 | 366935 | 6/18/2020 | 99.82 |
| | STATE OF COLORADO | 00001 | 976890 | 366935 | 6/18/2020 | 689.92 |
| | STATE OF COLORADO | 00001 | 976885 | 366935 | 6/18/2020 | 3.94 |
| | SUMMIT FOOD SERVICE LLC | 00001 | 976926 | 366941 | 6/18/2020 | 19,765.53 |
| | SUMMIT FOOD SERVICE LLC | 00001 | 976927 | 366941 | 6/18/2020 | 3,170.66 |
| | TYGRETT DEBRA R | 00001 | 976925 | 366941 | 6/18/2020 | 216.00 |

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> |
|----------|-------------------------|-------------|----------------|-----------------|------------------|----------------------------|
| | ZAYO GROUP HOLDINGS INC | 00001 | 976811 | 366927 | 6/18/2020 | 2,567.50 |
| | ZOETIS US LLC | 00001 | 976889 | 366935 | 6/18/2020 | 181.75 |
| | | | | | Account Total | <u>1,453,508.10</u> |
| | | | | | Department Total | <u><u>1,453,508.10</u></u> |

County of Adams
Vendor Payment Report

| <u>9252</u> | <u>GF- Admin/Org Support</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Membership Dues | | | | | |
| | VIA MOBILITY SERVICES | 00001 | 976735 | 366829 | 6/17/2020 | 14,500.00 |
| | | | | | Account Total | <u>14,500.00</u> |
| | Other Professional Serv | | | | | |
| | JUSTICE BENEFITS INC | 00001 | 976525 | 366519 | 6/12/2020 | 1,100.00 |
| | | | | | Account Total | <u>1,100.00</u> |
| | | | | | Department Total | <u><u>15,600.00</u></u> |

County of Adams
Vendor Payment Report

| <u>5027</u> | <u>Golf Course- CIP</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Grounds Maintenance | | | | | |
| | MODERN GOLF & TURF LLC | 00005 | 976717 | 366823 | 6/17/2020 | 19,431.84 |
| | MODERN GOLF & TURF LLC | 00005 | 976718 | 366823 | 6/17/2020 | 2,750.00 |
| | | | | | Account Total | <u>22,181.84</u> |
| | | | | | Department Total | <u><u>22,181.84</u></u> |

County of Adams
Vendor Payment Report

| <u>5</u> | <u>Golf Course Enterprise Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|--|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Cllrg L L JOHNSON DIST | 00005 | 976910 | 366935 | 6/18/2020 | 13,262.00 |
| | | | | | Account Total | 13,262.00 |
| | | | | | Department Total | 13,262.00 |

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 | 976721 | 366823 | 6/17/2020 | 3,865.52 |
| | UNITED POWER (UNION REA) | 00005 | 976722 | 366823 | 6/17/2020 | 4,128.98 |
| | UNITED POWER (UNION REA) | 00005 | 976723 | 366823 | 6/17/2020 | 691.98 |
| | UNITED POWER (UNION REA) | 00005 | 976724 | 366823 | 6/17/2020 | 30.64 |
| | UNITED POWER (UNION REA) | 00005 | 976725 | 366823 | 6/17/2020 | 77.93 |
| | | | | | Account Total | 8,795.05 |
| | Grounds Maintenance | | | | | |
| | COLORADO NATIONAL GOLF CLUB HQ | 00005 | 976716 | 366823 | 6/17/2020 | 813.64 |
| | | | | | Account Total | 813.64 |
| | | | | | Department Total | 9,608.69 |

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 | 976719 | 366823 | 6/17/2020 | 148.19 |
| | UNITED POWER (UNION REA) | 00005 | 976720 | 366823 | 6/17/2020 | 2,189.97 |
| | | | | | Account Total | 2,338.16 |
| | | | | | Department Total | 2,338.16 |

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 Cllrg | | | | | |
| | CESCO LINGUISTIC SERVICE INC | 00031 | 976821 | 366927 | 6/18/2020 | 60.00 |
| | CHILDRENS HOSPITAL | 00031 | 976857 | 366927 | 6/18/2020 | 75.00 |
| | | | | | Account Total | <u>135.00</u> |
| | | | | | Department Total | <u><u>135.00</u></u> |

County of Adams
Vendor Payment Report

| <u>19</u> | <u>Insurance Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|--------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Received not Vouchered Clrg | | | | | |
| | HENDERSON CONSULTING AND EAP S | 00019 | 976894 | 366935 | 6/18/2020 | 634.00 |
| | LOCKTON COMPANIES | 00019 | 976835 | 366927 | 6/18/2020 | 10,000.00 |
| | | | | | Account Total | <u>10,634.00</u> |
| | | | | | Department Total | <u><u>10,634.00</u></u> |

County of Adams
Vendor Payment Report

| <u>8611</u> | <u>Insurance- Property/Casualty</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | General Liab - Other than Prop | | | | | |
| | TRISTAR RISK MANAGEMENT | 00019 | 976353 | 366292 | 6/10/2020 | <u>421.00</u> |
| | | | | | Account Total | <u>421.00</u> |
| | | | | | Department Total | <u><u>421.00</u></u> |

County of Adams
Vendor Payment Report

| <u>27</u> | <u>Open Space Projects Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|---------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Received not Vouchered Cllrg | | | | | |
| | STREAM LANDSCAPE ARCHITECTURE | 00027 | 976851 | 366927 | 6/18/2020 | <u>5,040.00</u> |
| | | | | | Account Total | <u>5,040.00</u> |
| | | | | | Department Total | <u><u>5,040.00</u></u> |

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> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Operating Supplies | | | | | |
| | DEEP ROCK WATER | 00001 | 976518 | 366415 | 6/11/2020 | <u>26.50</u> |
| | | | | | Account Total | <u>26.50</u> |
| | | | | | Department Total | <u><u>26.50</u></u> |

County of Adams
Vendor Payment Report

| <u>5010</u> | <u>PKS- Fair</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Event Services | | | | | |
| | AIRGAS USA LLC | 00001 | 976514 | 366415 | 6/11/2020 | 105.07 |
| | AIRGAS USA LLC | 00001 | 976515 | 366415 | 6/11/2020 | 106.31 |
| | AIRGAS USA LLC | 00001 | 976516 | 366415 | 6/11/2020 | 111.95 |
| | | | | | Account Total | 323.33 |
| | Fair Revenue-General | | | | | |
| | BROWNING HEATHER | 00001 | 976726 | 366825 | 6/17/2020 | 142.50 |
| | COLORADO ELKS ASSOCIATION CHAR | 00001 | 976727 | 366825 | 6/17/2020 | 485.00 |
| | DIAZ ABIEL | 00001 | 976728 | 366825 | 6/17/2020 | 205.00 |
| | LATINA FUNERAL SERVICE | 00001 | 976730 | 366825 | 6/17/2020 | 335.00 |
| | STEEL STRUCTURES AMERICA INC | 00001 | 976732 | 366825 | 6/17/2020 | 475.00 |
| | | | | | Account Total | 1,642.50 |
| | Regional Park Rentals | | | | | |
| | HALL MARK | 00001 | 976729 | 366825 | 6/17/2020 | 500.00 |
| | | | | | Account Total | 500.00 |
| | | | | | Department Total | 2,465.83 |

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> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Water/Sewer/Sanitation | | | | | |
| | COLORADO WATER WELL | 00001 | 976524 | 366416 | 6/11/2020 | 400.00 |
| | DEEP ROCK WATER | 00001 | 976519 | 366415 | 6/11/2020 | 5.00 |
| | NORTH PECOS WATER & SANITATION | 00001 | 976520 | 366415 | 6/11/2020 | 41.13 |
| | NORTH WASHINGTON ST WATER & SA | 00001 | 976731 | 366825 | 6/17/2020 | 13,526.03 |
| | | | | | Account Total | 13,972.16 |
| | | | | | Department Total | 13,972.16 |

County of Adams
Vendor Payment Report

| <u>1089</u> | <u>PLN- Boards & Commissions</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Other Professional Serv | | | | | |
| | DUPRIEST JOHN FIELDEN | 00001 | 976671 | 366753 | 6/16/2020 | 65.00 |
| | FOREST SEAN | 00001 | 976672 | 366753 | 6/16/2020 | 65.00 |
| | HERRERA, AARON | 00001 | 976670 | 366753 | 6/16/2020 | 65.00 |
| | MARTINEZ JUSTIN PAUL | 00001 | 976674 | 366753 | 6/16/2020 | 65.00 |
| | RICHARDSON SHARON | 00001 | 976673 | 366753 | 6/16/2020 | 65.00 |
| | THOMPSON GREGORY PAUL | 00001 | 976675 | 366753 | 6/16/2020 | 65.00 |
| | | | | | Account Total | <u>390.00</u> |
| | | | | | Department Total | <u><u>390.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1039</u> | <u>Poverty Reduction</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Other Professional Serv | | | | | |
| | MENTALOUNGE | 00001 | 976633 | 366741 | 6/16/2020 | 500.00 |
| | PUBLICATION PRINTERS | 00001 | 976753 | 366835 | 6/17/2020 | 1,316.93 |
| | | | | | Account Total | 1,816.93 |
| | | | | | Department Total | 1,816.93 |

County of Adams
Vendor Payment Report

| <u>3019</u> | <u>PW - Admin/Org</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Payments To Cities-Sales Taxes | | | | | |
| | ARVADA CITY OF | 00013 | 976527 | 366525 | 6/12/2020 | 14,914.26 |
| | AURORA CITY OF | 00013 | 976528 | 366525 | 6/12/2020 | 247,112.86 |
| | BENNETT TOWN OF | 00013 | 976529 | 366525 | 6/12/2020 | 10,690.75 |
| | BRIGHTON CITY OF | 00013 | 976530 | 366525 | 6/12/2020 | 139,989.57 |
| | COMMERCE CITY CITY OF | 00013 | 976531 | 366525 | 6/12/2020 | 161,455.90 |
| | FEDERAL HEIGHTS CITY OF | 00013 | 976532 | 366525 | 6/12/2020 | 26,185.25 |
| | NORTHGLENN CITY OF | 00013 | 976533 | 366525 | 6/12/2020 | 72,929.96 |
| | THORNTON CITY OF | 00013 | 976534 | 366525 | 6/12/2020 | 298,039.16 |
| | WESTMINSTER CITY OF | 00013 | 976535 | 366525 | 6/12/2020 | 144,331.00 |
| | | | | | Account Total | 1,115,648.71 |
| | | | | | Department Total | 1,115,648.71 |

County of Adams
Vendor Payment Report

| <u>3056</u> | <u>PW - Capital Improvement Plan</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Land | | | | | |
| | ALDERMAN BERNSTEIN LLC | 00013 | 976208 | 365897 | 6/5/2020 | 467.50 |
| | FIRST AMERICAN TITLE INS CO | 00013 | 976628 | 366734 | 6/16/2020 | 500.00 |
| | FIRST AMERICAN TITLE INS CO | 00013 | 976559 | 366610 | 6/15/2020 | 522.23 |
| | | | | | Account Total | <u>1,489.73</u> |
| | | | | | Department Total | <u><u>1,489.73</u></u> |

County of Adams
Vendor Payment Report

| <u>1038</u> | <u>Regional Affairs</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Public Relations | | | | | |
| | STATE OF COLORADO | 00001 | 976815 | 366930 | 6/18/2020 | <u>1,771.99</u> |
| | | | | | Account Total | <u>1,771.99</u> |
| | | | | | Department Total | <u><u>1,771.99</u></u> |

County of Adams
Vendor Payment Report

| <u>13</u> | <u>Road & Bridge Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Clrg | | | | | |
| | EP&A ENVIROTAC INC | 00013 | 976916 | 366941 | 6/18/2020 | 35,644.18 |
| | MARTIN MARTIN CONSULTING ENGIN | 00013 | 976852 | 366927 | 6/18/2020 | 5,745.00 |
| | MARTIN MARTIN CONSULTING ENGIN | 00013 | 976852 | 366927 | 6/18/2020 | 32,968.96 |
| | MARTIN MARTIN CONSULTING ENGIN | 00013 | 976853 | 366927 | 6/18/2020 | 5,010.00 |
| | STANTEC CONSULTING CORPORATION | 00013 | 976822 | 366927 | 6/18/2020 | 50,211.62 |
| | | | | | Account Total | 129,579.76 |
| | | | | | Department Total | 129,579.76 |

County of Adams
Vendor Payment Report

| <u>2092</u> | <u>Sheriff Flatrock</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Merchandise | | | | | |
| | STATE OF COLORADO | 00050 | 976552 | 366554 | 6/12/2020 | .05- |
| | STATE OF COLORADO | 00050 | 976552 | 366554 | 6/12/2020 | .01- |
| | | | | | Account Total | .06- |
| | | | | | Department Total | .06- |

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> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|-----------------|
| | Contract Employment | | | | | |
| | NICOLETTI-FLATER ASSOCIATES | 00001 | 976644 | 366747 | 6/16/2020 | 928.00 |
| | | | | | Account Total | 928.00 |
| | Other Professional Serv | | | | | |
| | COLO OCCUPATIONAL MEDICINE PHY | 00001 | 976642 | 366747 | 6/16/2020 | 268.00 |
| | | | | | Account Total | 268.00 |
| | | | | | Department Total | <u>1,196.00</u> |

County of Adams
Vendor Payment Report

| <u>2075</u> | <u>SHF- Commissary Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Other Professional Serv | | | | | |
| | METRO TRANSPORTATION PLANNING | 00001 | 976643 | 366747 | 6/16/2020 | 442.50 |
| | | | | | Account Total | 442.50 |
| | Postage & Freight | | | | | |
| | PITNEY BOWES RESERVE ACCOUNT | 00001 | 976645 | 366747 | 6/16/2020 | 10,000.00 |
| | | | | | Account Total | 10,000.00 |
| | | | | | Department Total | 10,442.50 |

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 | | | | | |
| | COLO OCCUPATIONAL MEDICINE PHY | 00001 | 976642 | 366747 | 6/16/2020 | <u>268.00</u> |
| | | | | | Account Total | <u>268.00</u> |
| | | | | | Department Total | <u><u>268.00</u></u> |

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> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|-----------------|
| | Operating Supplies | | | | | |
| | SUMMIT FOOD SERVICE LLC | 00001 | 976646 | 366747 | 6/16/2020 | 834.38 |
| | | | | | Account Total | 834.38 |
| | Other Professional Serv | | | | | |
| | COLO OCCUPATIONAL MEDICINE PHY | 00001 | 976642 | 366747 | 6/16/2020 | 536.00 |
| | | | | | Account Total | 536.00 |
| | | | | | Department Total | <u>1,370.38</u> |

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> |
|-------------|-----------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Operating Supplies | | | | | |
| | BOTACH INC | 00001 | 976641 | 366747 | 6/16/2020 | <u>7,173.25</u> |
| | | | | | Account Total | <u>7,173.25</u> |
| | | | | | Department Total | <u><u>7,173.25</u></u> |

County of Adams
Vendor Payment Report

| <u>3701</u> | <u>Stormwater Administration</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------------|-------------|----------------|-----------------|------------------|-----------------|
| | Education & Training | | | | | |
| | ASSN OF STATE FLOODPLAIN MANAG | 00007 | 974969 | 364308 | 5/13/2020 | 80.00 |
| | | | | | Account Total | 80.00 |
| | Membership Dues | | | | | |
| | BIG DRY CREEK WATERSHED ASSN | 00007 | 974968 | 364308 | 5/13/2020 | 3,700.00 |
| | | | | | Account Total | 3,700.00 |
| | | | | | Department Total | <u>3,780.00</u> |

County of Adams
Vendor Payment Report

| <u>7</u> | <u>Stormwater Utility Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|---|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Cllrg DREXEL BARRELL & CO | 00007 | 976953 | 366962 | 6/18/2020 | 19,827.39 |
| | | | | | Account Total | 19,827.39 |
| | | | | | Department Total | 19,827.39 |

County of Adams
Vendor Payment Report

| <u>25</u> | <u>Waste Management Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Cllrg | | | | | |
| | B & B ENVIRONMENTAL SAFETY INC | 00025 | 976900 | 366935 | 6/18/2020 | 4,073.14 |
| | QUANTUM WATER & ENVIRONMENT | 00025 | 976794 | 366918 | 6/18/2020 | 149,018.11 |
| | | | | | Account Total | 153,091.25 |
| | | | | | Department Total | 153,091.25 |

County of Adams
Vendor Payment Report

Grand Total 3,569,841.33



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

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

**Tuesday
June 23, 2020
9:30 AM**

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

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

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

4. AWARDS AND PRESENTATIONS

A. Employees of the Season Presentation

5. PUBLIC COMMENT

A. Citizen Communication

B. Elected Officials' Communication

6. CONSENT CALENDAR

A motion was made by Commissioner Hodge, seconded by Commissioner O'Dorisio, that this Consent Calendar be approved. The motion carried by the following vote:

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

- A.** List of Expenditures Under the Dates of May 18-22, 2020
- B.** List of Expenditures Under the Dates of May 25-29, 2020
- C.** List of Expenditures Under the Dates of June 1-5, 2020
- D.** List of Expenditures Under the Dates of June 8-12, 2020
- E.** Minutes of the Commissioners' Proceedings from June 16, 2020
- F.** Resolution Approving Encroachment Agreement between Adams County and Robert and Debra Plant
(File approved by ELT)
- G.** Resolution Correcting the Resolution Approving Application in Case #RCU2019-00025 Mount Moriah Stables CUP
(File approved by ELT)
- H.** Resolution Accepting Warranty Deed Conveying Property from the Colorado Rifle Club, to Adams County for Right-of-Way Purposes
(File approved by ELT)
- I.** Resolution Accepting Warranty Deed Conveying Property from Steelock Corporation to Adams County for Right-of-Way for East 78th Avenue and Clayton Street
(File approved by ELT)
- J.** Resolution Approving Right-of-Way Agreement between Adams County and Denver Mart, LLC, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street
(File approved by ELT)
- K.** Resolution Approving Intergovernmental Agreement between Adams County and the City/Town of Aurora Regarding Disbursement of Funds Pursuant to the Coronavirus Aid, Relief, and Economic Security Act
(File approved by ELT)
- L.** Resolution Appointing Katie Keefe to the Local Emergency Planning Committee as a Building Safety Representative
(File approved by ELT)

- M. Resolution Approving Intergovernmental Agreement between Adams County and the City/Town of Thornton Regarding Disbursement of Funds Pursuant to the Coronavirus Aid, Relief, and Economic Security Act
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving an Agreement between Adams County and Hudick Excavating, Inc., dba HEI Civil, to Provide Construction Services for the York Street Phase One State Highway 224 to East 78th Avenue Improvements Project

(File approved by ELT)

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

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

- 2. Resolution Designating Pre-Qualified Contractors for Roofing Contractors for Multiple Adams County Roofing Projects

(File approved by ELT)

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

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

- 3. Resolution Approving Amendment Four with CoreCivic, Inc. for Community Corrections Program Services at the Adams County Opportunity Center

(File approved by ELT)

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

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

- 4. Resolution Approving Amendment Four to the Agreement between Adams County and CoreCivic, Inc., for the Adams County Opportunity Center Lease

(File approved by ELT)

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

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

- 5. Resolution Approving an Agreement with CoreCivic, Inc. for Community Corrections Program Services**

(File approved by ELT)

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

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

B. COUNTY ATTORNEY

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

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

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

9. LAND USE HEARINGS

A. Cases to be Heard

- 1. PLN2020-00001 Text Amendments to the Adams County Development Standards and Regulations**

(File approved by ELT)

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Henry, that this Land Use Hearing be approved. The motion carried by the following vote:

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

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Resolution Regarding Defense and Indemnification of Victor Sandoval-Ramirez as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., 19-cv-02928-KLM |
| FROM: Heidi Miller, County Attorney and Kerri Booth, Assistant 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 Victor Sandoval-Ramirez 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 above noted lawsuit is brought by Stanley Daves who claims that his constitutional rights were violated while he was an inmate in the Adams County Detention Facility.

The County Attorney's Office has reviewed the facts of this lawsuit and has determined that Victor Sandoval-Ramirez was acting within the course and scope of his employment with the Adams County Sheriff's Office at all relevant times related to this lawsuit. Therefore, the County Attorney's Office is recommending that Victor Sandoval-Ramirez be indemnified for any potential damages that might arise out of this litigation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County, Colorado,

ATTACHED DOCUMENTS:

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

FISCAL IMPACT:

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

| |
|--------------------------|
| Fund: 00019 |
| Cost Center: 8611 |

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

| | Object Account | Subledger | Amount |
|---|-----------------------|------------------|-------------------------------------|
| Current Budgeted Operating Expenditure: | 8160 | | 1,000,000 |
| Add'l Operating Expenditure not included in Current Budget: | | | Unknown |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <u> </u> Unknown |

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 VICTOR SANDOVAL-RAMIREZ 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, in Resolution 2020-166, the Board of County Commissioners of Adams County agreed to indemnify the other Defendants previously named in this matter.

WHEREAS, Victor Sandoval-Ramirez has been sued in the matter of Stanley Eugene Daves v. Adams County, Colorado, et al. in the United States District Court, Case Number 19-cv-02928-KLM; said Defendant, being an employee of Adams County at the time of the incident described in the Second Amended 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 Victor Sandoval-Ramirez 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 Stanley Eugene Daves v. Adams County, Colorado, 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: 6/30/2020 |
| SUBJECT: License Agreement for Riverdale Regional Park and Dragon Boat Festival |
| FROM: Alicia Reis, Deputy County Manager, Community Infrastructure & Development Services Byron Fanning, Director, Parks, Open Space & Cultural Arts Zoe Ocampo, Arts & Culture Liaison, Parks, Open Space & Cultural Arts Nicci Beauprez, Project Manager – Land & Assets, Facilities & Fleet Management |
| AGENCY/DEPARTMENT: Parks, Open Space & Cultural Arts, Facilities & Fleet Management |
| HEARD AT STUDY SESSION ON: AIR 6/16/2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners Approves License Agreement for Riverdale Regional Park and Dragon Boat Festival |

BACKGROUND:

Parks, Open Space & Cultural Arts (POSCA) is seeking a relationship with Dragon Boat Festival within the Riverdale Regional Park (RRP) to bring cultural experiences to the residents of Adams County.

Dragon Boat Festival will store and maintain their boats and trailers at RRP as described in the terms and conditions of the agreement and shall have access to Mann-Nyholt Lake for practices and regattas. POSCA and Dragon Boat Festival see opportunities to collaborate with existing events, such as Fair, Stars & Stripes, and new events.

This License agreement provides opportunities to implement elements of the Artfully Adams Master Plan in creating a more arts-rich community.

Staff recommends this license agreement with Colorado Dragon Boat Festival to compliment the Artfully Adams Master Plan.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Fleet & Facilities Management, County Attorney's Office, Risk Management, Parks, Open Space & Cultural Arts

ATTACHED DOCUMENTS:

- 1. License Agreement for Riverdale Regional Park & Dragon Boat Festival
- 2. Resolution

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: 5012 |

| | Object Account | Subledger | Amount |
|--|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | 6840 | | \$10 |
| Total Revenues: | | | \$10 |

| | Object Account | Subledger | Amount |
|---|-----------------------|------------------|----------------|
| Current Budgeted Operating Expenditure: | 7835 | | \$2,600 |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | \$2,600 |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING LICENSE AGREEMENT FOR
RIVERDALE REGIONAL PARK AND DRAGON BOAT FESTIVAL

Resolution 2020

WHEREAS, Adams County (County) owns a parcel of land located at approximately 9755 Henderson Rd, Brighton, CO known as the Riverdale Regional Park (RRP); and,

WHEREAS, County and Dragon Boat Festival wish to enter into a non-exclusive License agreement, according to the terms and conditions of the agreement attached, which includes access to and use of Mann-Nyholt Lake for the sum of ten dollars for the entire term; and,

WHEREAS, the agreement provides opportunities to implement elements of the Artfully Adams Master Plan in creating an arts-rich community with cultural experiences and events; and,

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the License Agreement for Riverdale Regional Park between Adams County and Dragon Boat Festival, a copy of which is attached hereto, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said License Agreement for Riverdale Regional Park between Adams County and Dragon Boat Festival on behalf of Adams County.

LICENSE AGREEMENT WITH COLORADO DRAGON BOAT FESTIVAL FOR RIVERDALE REGIONAL PARK

THIS LICENSE AGREEMENT (the "Agreement") is made as of July 1, 2020 ("Effective Date"), by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Licensor"), and Colorado Dragon Boat dba Colorado Dragon Boat Festival, located at 3000 Youngfield Street, Suite 140, Wheat Ridge, CO 80215 ("Licensee").

RECITALS

- A. Licensor owns the Riverdale Regional Park (the "Park"), located in Adams County, Colorado.
- B. Licensee wishes to store and maintain some of its boats and equipment at the Park and to have access to and use of the Mann-Nyholt Lake located at the Park.
- C. Licensor is willing to grant this non-exclusive revocable license to Licensee for such purpose subject to the terms and conditions set forth herein in order to create additional cultural experiences for Adams County residents at the Park.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of ten dollars, and other good and valuable consideration the receipt and sufficiency of which is hereby stipulated, and the keeping and performance of the covenants and agreements by Licensee under this Agreement, Licensor hereby grants Licensee a non-exclusive revocable license to use the portions of the Park as set forth in this Agreement:

1. Use.

(a) Licensee shall have the non-exclusive right to access and use the Mann-Nyholt Lake for the purpose of conducting practices and regattas, as well as providing educational and cultural experiences at the Park. Access to the lake shall be by the east peninsula. Licensor shall construct, and Licensee shall additionally have use of, the areas at the Park depicted in Exhibit 1 for the purposes of storing and maintaining its boats and equipment. The parties anticipate for Licensee to store ten boats and six trailers at the Park, including two Flag Catchers, each on its own trailer, six Hong Kongs, two of which will be stored on a double wide trailer, two on a double high trailer, and another two on another double high trailer, and two Champions as well as one stand-alone enclosed trailer (collectively, the "Property"). All Property shall be plated, insured, and registered. Additional boats or equipment may be approved in writing by Licensor. Licensee shall have year-round access to its Property and equipment during normal park hours of sunrise to sunset. Licensee may use the licensed areas of the Park for maintenance (in storage area only), practice, and regattas. Additional offsite usage, including events, may be approved in writing by Licensor. Licensor, at its sole discretion, has the right to grant other licenses, leases, or rights of use, of any kind or nature, to parties other than Licensee; provided that such uses (i) do not unreasonably interfere with Licensee's use of the licensed premises pursuant to this Agreement and/or (ii) could not reasonably result in damage to Licensee's Property. Licensee's rights pursuant to this Agreement are subject to certain blackout dates and times due to limited park access

and/or scheduled events or other uses of the Park by Licensor or the public. Licensor shall, to the extent practicable, provide 30 days' advance written notice to Licensee of any blackout dates/times. Licensee shall not use, or allow its invitees to use, the Park for purposes prohibited by the laws of the United States or the State of Colorado, or any governing jurisdiction, and Licensor's approval of any plans or specifications shall not be deemed to be a warranty or representation that such plans and specifications are in conformity with such laws or ordinances. Licensee shall not commit waste nor permit waste to be committed or any nuisance in, on or about the Park.

(b) Licensor shall maintain storage infrastructure and existing lighting of the storage/maintenance area. Licensee's personnel may use restroom facilities in the administrative offices during business hours and public park facilities at other hours. Licensee must dispose of all trash in onsite dumpsters or remove trash from the premises. Licensee shall not bring any hazardous substances onto the Park and shall not bring trash or debris from offsite activities to the Park for disposal.

2. Term. The term of Licensee's rights under this Agreement shall commence on the Effective Date hereof and shall terminate on June 30, 2023 (the "Expiration Date"), unless terminated earlier as provided herein. Either party may terminate this Agreement at any time and for any reason upon 30 days' prior written notice to the other.

3. Rent. Rent for the entire term of this Agreement shall be ten dollars, the receipt and sufficiency of which is stipulated.

4. Maintenance and Operation of the Equipment.

(a) Licensee shall be responsible, at its sole cost, for the installation, maintenance, and operation of its Property and other equipment. Licensee agrees not to make any alterations in or additions to the licensed premises without first submitting plans and specifications and obtaining the written consent of Licensor.

(b) Licensee, at its sole expense, shall obtain all necessary governmental permits for its operations.

5. Liens. Licensee shall not allow any liens, including construction or mechanic's liens, to be placed on the Park as a result of its operations relating to this Agreement. Licensee shall immediately pay or cause to be paid all such liens. Licensee hereby agrees to indemnify, defend, and save Licensor harmless of and from all liability, loss, damage, costs, or expenses, including attorney's fees, on account of any claims of any nature whatsoever pursuant to this Paragraph, including claims or liens of laborers or materialmen or others for work performed or materials or supplies furnished to Licensee or persons claiming under Licensee. In the event that any lien or notice of lien against the property or Licensor's interest therein shall be filed or given, Licensee shall without delay either cause the same to be released or cause proper proceedings to be instituted to contest the validity of the lien claimed. If Licensee desires to contest any claim of lien, Licensee shall furnish to Licensor adequate security of at least 150% of the amount of the claim, plus estimated costs and interest and, if a final judgment establishing the validity or existence of any lien for any amount is entered, Licensee shall satisfy and pay the same at once and Licensor shall return any security paid upon receipt of notice of payment of any such final judgment.

6. **Damage to Property.** Licensors shall not be responsible for the security of the licensed premises or for any theft or vandalism that occurs to Licensee's Property. Licensee shall neither hold nor attempt to hold Licensors liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water, or any repairs, alterations, injury, accident, or any other cause. The keeping or storing of all Property of Licensee on the licensed premises shall be at the sole risk of Licensee. Licensee shall obtain and maintain throughout the term commercial general liability insurance in the amount of one million dollars per occurrence, two million aggregate as set forth on the certificate of insurance attached as Exhibit 2. Licensors shall be named as an additional insured on such policy, and Licensee hereby waives any and all rights of recovery, claim, action, or cause of action, against Licensors, its agents, officers, or employees, for any loss or damage to Licensee's Property occurring out of the use of the licensed premises. Licensee covenants that no insurer shall hold any right of subrogation against Licensors for damage to Licensee's Property. Licensee shall be solely responsible for insuring its Property. Notwithstanding anything to the contrary in this Section 6, Licensors shall be liable for, and Licensee does not waive any rights of recovery, claim, action, or cause of action, for intentional damage to Licensee's Property caused by Licensors, its agents, officers, or employees.

7. **Indemnity to Licensors.** Licensee hereby agrees to indemnify, defend, and save Licensors harmless of and from all liability, loss, damages, costs, or expenses, to persons or property, including reasonable attorney's fees, incurred by Licensors for any purpose whatsoever, where the injuries are caused by (a) the actions or omissions of Licensee, Licensee's agents, servants, contractors, or employees, or of any other person entering onto the license premises under express or implied invitation of Licensee; or (b) where such injuries are the result of the violation of the provisions of this Agreement by any of such persons. Licensee shall not, however, be required to indemnify Licensors to the extent such damages are caused by the gross negligence or willful misconduct of Licensors, or for consequential damages.

8. **Surrender and Notice.** Upon the expiration or other termination of the term, Licensee shall quit and surrender to Licensors the licensed premises in good order and condition, and Licensee shall remove all of its Property and equipment and restore the licensed premises to its original condition, normal wear and tear excepted.

9. **Damage and Destruction.** In the event the maintenance/storage area is damaged by fire or other casualty and Licensors elects not to rebuild, Licensors and Licensee will each have the right to terminate this Agreement effective as of the date of such casualty, provided that written notice of termination is given to the other within 30 days after the date of such casualty.

10. **Environmental Matters.** Licensee will be solely responsible for and will defend, indemnify, and hold Licensors, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of the introduction of Hazardous Materials to the Park by Licensee. As used herein, "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA. The obligations of this Section 10 shall survive the expiration or other termination of this Agreement.

11. **Attorneys' Fees.** In the event of any action filed in relation to this Agreement, each party shall pay its own reasonable attorneys' fees and other disbursements.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the Park and shall supersede all prior offers, negotiations, and agreements.

13. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, by email, or by hand delivery (including by means of a professional messenger service) to the address noted below:

For Licensor:

Director, Parks, Open Space & Cultural Arts Department
9755 Henderson Road
Brighton, CO 80601
Phone: 303-637-8006
Email: BFanning@adcogov.org

Facilities & Fleet Management - Project Manager—Land & Assets
4430 S. Adams County Parkway, Suite C1700
Brighton, CO 80601
Phone: 720-523-6060
Email: NBeauprez@adcogov.org

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Email: DEdelstein@adcogov.org

For Licensee:

Colorado Dragon Boat dba Colorado Dragon Boat Festival
3000 Youngfield Street, Suite 140
Wheat Ridge, CO 80215
Phone: 303-953-7277
Email: sara@cdbf.org

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

18. **Transfer and Assignment.** Licensee shall have no right to sublet, assign, or transfer this Agreement, or rights arising under this Agreement. Any assignment or sublease in violation of this section shall be void.

19. As Is; No Licensor Representations; Amendment. Licensee acknowledges and agrees that it accepts the licensed premises in its "as is" condition and Licensee has not relied upon any statements, representations, agreements, or warranties by Licensor, its agents, or employees, except such as are expressed herein, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto.

20. No Recordation. This Agreement shall not be recorded. Any recordation by Licensee of this Agreement or any memorandum of this Agreement shall constitute an automatic and non-curable default under this Agreement.

21 Governing Law; Venue. This Agreement will be governed by the internal laws of the State of Colorado, without reference to its conflict of laws provisions. Venue for any dispute shall be in Adams County, Colorado.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

LICENSOR:

Adams County Board of County Commissioners

By: _____
Chair
Date: _____

LICENSEE:

Colorado Dragon Boat Festival
By: Sara Moore
Name: SARA MOORE
Date: 6/17/2020

Approved to Form

County Attorney's Office

Dragon Boat Storage & Maintenance Area at Riverdale Regional Park

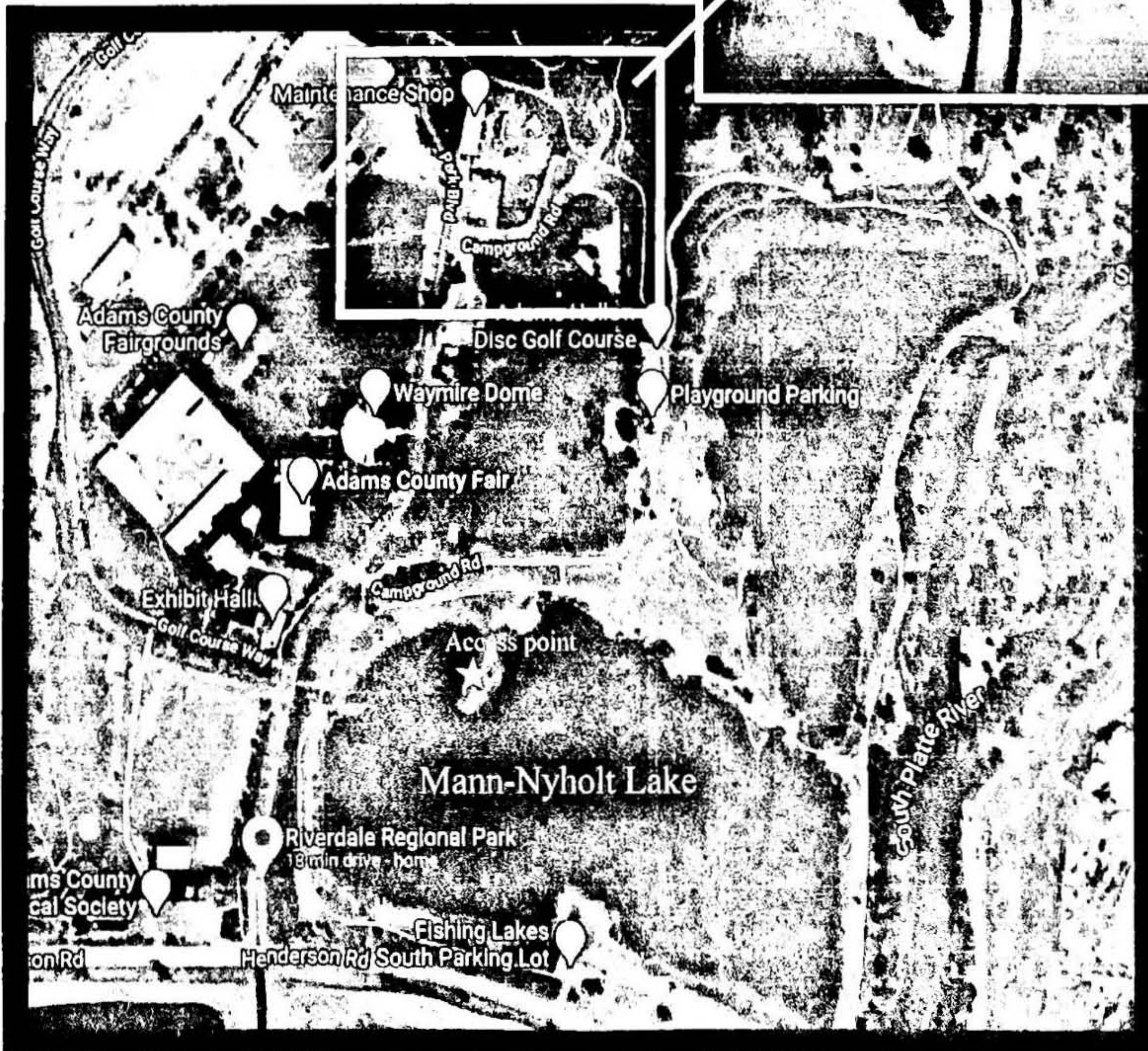
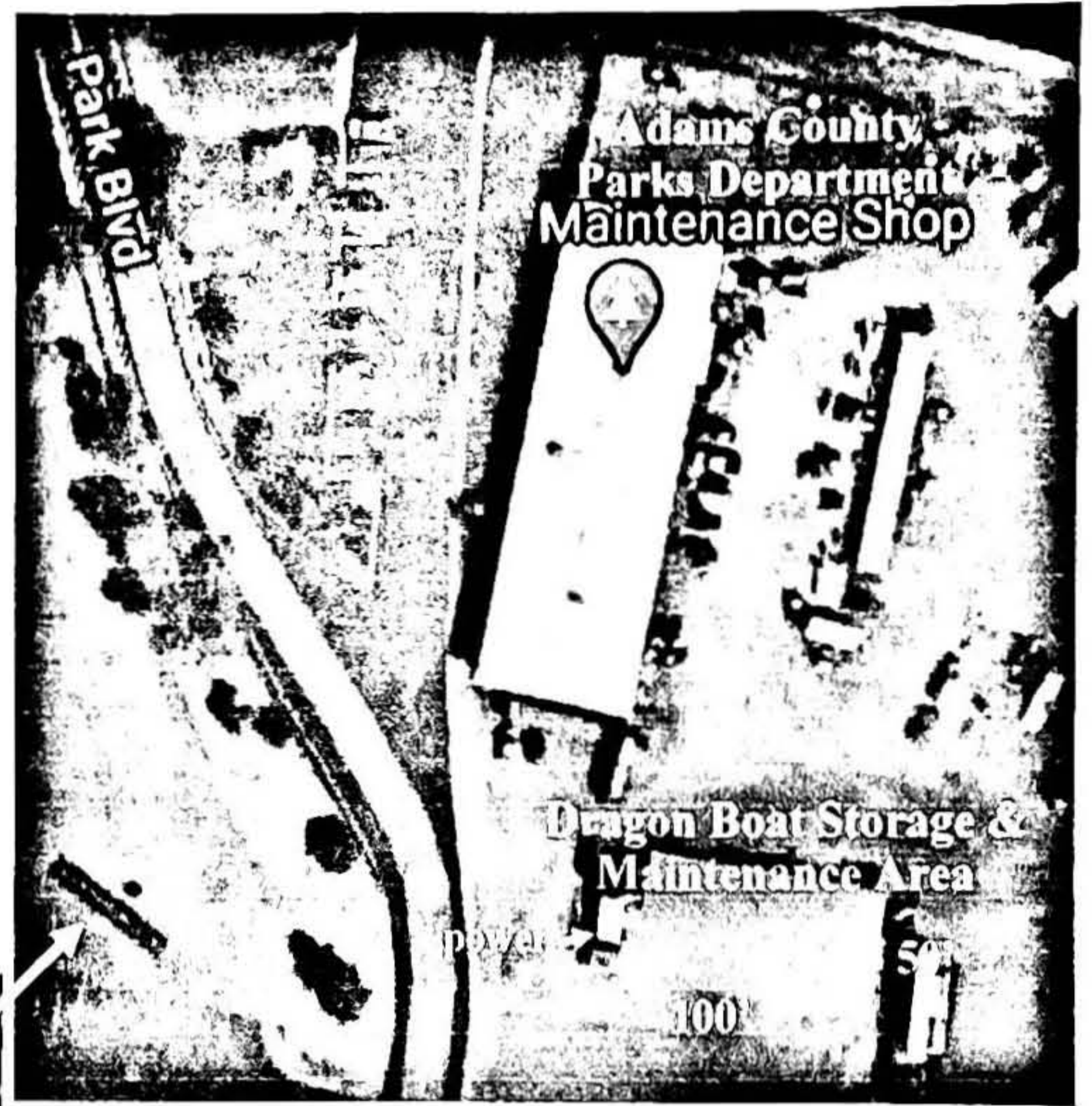


Exhibit 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|-------------------|
| PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO 0437153 SAN FRANCISCO, CA 94104 | CONTACT NAME PHONE (A/C. No. Ext): | FAX (A/C. No): |
| | E-MAIL ADDRESS: | |
| 10171 -CO-CAS-20-21 OMM GLALW CO | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED KAISER FOUNDATION HEALTH PLAN OF COLORADO KAISER FOUNDATION HOSPITALS 10350 EAST DAKOTA AVENUE DENVER, CO 80231 | INSURER A : Safety National Casualty Corp 15105 | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |

COVERAGES **CERTIFICATE NUMBER:** SEA-003496019-09 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|-------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | GL4048017 | 01/01/2020 | 01/01/2021 | EACH OCCURRENCE \$ 5 000 000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10 000 PERSONAL & ADV INJURY \$ 5 000 000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5 000 000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | CAS4054354 | 01/01/2020 | 01/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N N/A | SP4058091 S.I.R. \$500,000 | 01/01/2020 | 01/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REQUEST #RC001681
 REGARDING COLORADO DRAGON BOAT FESTIVAL, A RECURRING EVENT AT SLOAN'S LAKE, 1700 SOUTH SHERIDAN BOULEVARD, DENVER, CO 80219. EVIDENCE OF INSURANCE

| | |
|--|---|
| CERTIFICATE HOLDER COLORADO DRAGON BOAT FESTIVAL 3000 YOUNGFIELD STREET, STE 350 WHEAT RIDGE, CO 80215 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Myrna Lee |
|--|---|

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PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Reverter Release for 7401 Broadway (Maiker Housing Partners) |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office |
| HEARD AT STUDY SESSION ON: N/AP |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approve the release of the reverter clause in the special warranty deed re: 7401 Broadway, as the partner is fulfilling requirements to release. |

BACKGROUND:

On November 13, 2018, the Board of County Commissioners approved an agreement to donate the land at 7401 Broadway in support of its development into affordable housing, from its previous use as the former Children and Family Center. Included in the special warranty deed to transfer the property was a reverter clause that would convey the property back to the County if the housing developer, Maiker Housing Partners, failed to begin construction of the site for affordable housing within 5 years, or November 2023.

Maiker Housing Partners is finalizing the process for financing and land use approvals later this summer. Construction on the project, known as The Caraway, is scheduled to begin subsequently. Construction is expected to complete by the end of 2021.

Given that the project is fulfilling the requirements of the special warranty deed, Maiker Housing Partners has asked that the reverter clause be released. Staff recommends approval of the release.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office

ATTACHED DOCUMENTS:

Resolution
Release of Reverter with Exhibit

FISCAL IMPACT:

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

| |
|---------------------|
| Fund: |
| Cost Center: |

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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

**RESOLUTION APPROVING TERMINATION OF REVERTER CLAUSE IN SPECIAL
WARRANTY DEED TO THE ADAMS COUNTY HOUSING AUTHORITY, D.B.A.
MAIKER HOUSING PARTNERS (PREVIOUSLY UNISON HOUSNG PARTNERS)
FOR THE PROPERTY LOCATED AT 7401 BROADWAY**

WHEREAS, Adams County (“County”) transferred a parcel of land located at 7401 Broadway, Denver, CO, (unincorporated Adams County) 80221 (the “Property”), by approval of the Board of County Commissioners on November 13, 2018; and,

WHEREAS, in the Agreement to transfer the land, Maiker Housing Partners agreed to redevelop it as affordable housing in Adams County as part of Maiker’s The Caraway Project; and,

WHEREAS, by means of an approved Special Warranty Deed, the County included a requirement to begin construction on the affordable housing project within 5 years of transfer, or November 2023, supported by a clause that would revert the land back to County ownership if Maiker failed to do so; and

WHEREAS, Maiker has demonstrated its pathway to begin construction in 2020, well ahead of the required construction start date,

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the reverter clause of the Special Warranty Deed to the Adams County Housing Authority, d.b.a. Maiker Housing Partners (formerly Unison Housing Partners) for the property located at 7401 Broadway, is hereby terminated.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute the form to terminate the reverter clause on behalf of Adams County.

After recording, return to:
Winthrop & Weinstine, P.A. (JLP)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

**TERMINATION AND RELEASE
OF
REVERTER
AND
QUIT CLAIM DEED**

THIS INDENTURE, made this ___ day of _____, 2020, from the COUNTY OF ADAMS, STATE OF COLORADO, the legal address of which is 4330 S. Adams County Parkway, Brighton, CO 80601 (the “County”) to and in favor of the HOUSING AUTHORITY OF THE COUNTY OF ADAMS, d/b/a MAIKER HOUSING PARTNERS (formerly known as UNISON HOUSING PARTNERS) (“Maiker”);

WITNESSETH;

WHEREAS, the County has conveyed to Maiker by Special Warranty Deed dated November 13, 2018, filed in the Office of the Adams County Recorder of Deeds on November 15, 2018 as Reception No. 2018000092263 (the “Deed”) the parcel of land lying and being in the said Adams County, described in Exhibit A attached hereto (the “Property”);

WHEREAS, said conveyance was subject to a right of reverter (the “Reverter”) pursuant to the Deed;

WHEREAS, the conditions for termination and release of the Reverter, as set forth in the Deed have been met to the satisfaction of the County.

NOW THEREFORE, the County, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it in hand paid by Maiker, the receipt and sufficiency of which is hereby acknowledged, does hereby certify that all conditions for termination and release of the Reverter set forth in the Deed have been fully and duly performed and satisfied and that County hereby terminates and releases absolutely and forever the Reverter contained in the Deed, and for such purpose the County hereby conveys and quitclaims unto Maiker, its successors and

assigns, the Property as above described free and clear of the Reverter and any other reversionary interests in favor of the County.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Indenture as of the day and year first above written.

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

By: _____
Name: _____
Its: _____

Attest:

Deputy Clerk

Approved as to Form:

County Attorney's Office

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of Board of County Commissioners, County of Adams, State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(S E A L)

IN WITNESS WHEREOF, the undersigned have executed this Indenture as of the day and year first above written.

**THE HOUSING AUTHORITY OF THE
COUNTY OF ADAMS, COLORADO
d/b/a MAIKER HOUSING PARTNERS,**
a Colorado housing authority

By: _____
Name: Peter F. LiFari
Title: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, ____, by Peter F. LiFari as the Executive Director of The Housing Authority of the County of Adams, State of Colorado d/b/a Maiker Housing Partners, a Colorado housing authority.

Witness my hand and official seal.

My commission expires:_____

Notary Public

(S E A L)

Exhibit A
[Legal Description]

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS DETERMINED BY GNSS AND TERRESTRIAL OBSERVATIONS. SAID LINE BEARS NORTH 00°05'02" WEST RELATIVE TO THE COLORADO COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AND IS MONUMENTED IN THE FIELD AS DESCRIBED HEREON.

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO BEAR NORTH 00°05'02" WEST;

THENCE SOUTH 89°44'34" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°05'02" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 235.70 FEET TO THE NORTHEAST CORNER OF LOT 35, BLOCK 4, WESTERN HILLS FILING NO. 1, AS RECORDED OCTOBER 7, 1954 IN PLAT BOOK 5, PAGE 36, FILE 10, MAP 82, RECEPTION NO. 430673;

THENCE SOUTH 89°40'08" WEST, A DISTANCE OF 629.37 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT LYING 1082.55 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 00°03'44" WEST ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 236.46 FEET;

THENCE SOUTH 89°45'21" WEST ALONG THE NORTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 555.29 FEET;

THENCE ALONG THE SOUTH LINE OF BLOCK 5 OF SAID WESTERN HILLS FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 66°18'11" EAST, A DISTANCE OF 105.87 FEET;
2. NORTH 85°44'50" EAST, A DISTANCE OF 139.83 FEET;
3. NORTH 89°53'39" EAST, A DISTANCE OF 948.09 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, WESTERN HILLS FILING NO. 1;

THENCE SOUTH 00°05'45" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 49.43 FEET TO THE POINT OF BEGINNING,

CONTAINING 205,239 SQUARE FEET, OR 4.7116 ACRES, MORE OR LESS

19089095v2

EXHIBIT A

Parcel A:

That part of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th P.M., described as follows:

Beginning on the North line of said Southeast 1/4 of the Southwest 1/4 at a point 30 feet West of the Northeast corner of said Southeast 1/4 of the Southwest 1/4;
Thence West along said North line 464.25 feet;
Thence South 00°18'00" West 50 feet;
Thence South 69°48'00" West 176.14 feet to the West line of said East 1/2 of the Southeast 1/4 of the Southwest 1/4;
Thence South along said West line 127.26 feet to a point 1082.55 feet North of the South line of said Southeast 1/4 of the Southwest 1/4;
Thence East parallel with said South line, 629.57 feet to a point 30 feet West of the East line of said Southeast 1/4 of the Southwest 1/4;
Thence North parallel with said East line 235.50 feet, more or less, to the point of beginning,

Except that portion described as follows:

A parcel of land located in the East 1/2 of the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34;
Thence North 00°08'16" West along the East line of the Northeast 1/4 of said Southwest 1/4, a distance of 49.35 feet;
Thence South 89°54'00" West, a distance of 30.00 feet to the Southeast corner of Lot 1, Block 5, Western Hills Filing No. 1, said Southeast corner being the true point of beginning;
Thence continuing South 89°54'00" West along the South line of said Block 5, a distance of 314.70 feet;
Thence South 00°08'16" East, a distance of 286.36 feet to a point 1082.55 feet North of the South line of said Southeast 1/4 of the Southwest 1/4;
Thence North 89°39'33" East parallel with said South line of said Southeast 1/4 of the Southwest 1/4, a distance of 314.70 feet to a point 30.00 feet West of the East line of said Southwest 1/4;
Thence North 00°08'16" West parallel to said East line, a distance of 285.04 feet to the true point of beginning, County of Adams, State of Colorado

Parcel B:

That part of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th P.M., described as follows:

Beginning on the North line of said Southeast 1/4 of the Southwest 1/4 at a point 494.25 feet West of the Northeast corner of said Southeast 1/4 of the Southwest 1/4;
Thence South 00°01'00" West 50 feet;
Thence South 69°48'00" West 176.14 feet to the West line of said East 1/2 of the Southeast 1/4 of the Southwest 1/4;
Thence North along said West line to the Northwest corner of said East 1/2 of the Southeast 1/4 of the Southwest 1/4;

Thence East along the North line of said Southeast 1/4 of the Southwest 1/4 to the point of beginning,
County of Adams, State of Colorado.

Parcel C:

Beginning at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th P.M.;
Thence North 00°06'00" West along the East line of said Northeast 1/4 of the Southwest 1/4, a distance of 49.35 feet;
Thence South 89°54'00" West, a distance of 30.00 feet to the Southeast corner of Lot 1, Block 5, Western Hills Filing No. 1, the true point of beginning;
Thence continuing along the South line of Block 5, Western Hills Filing No. 1 by the following courses and distances:
South 89°54'00" West, 948.00 feet;
South 86°32'11" West 139.91 feet;
South 66°09'58" West 106.04 feet, more or less, to a point on the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 34;
Thence North 89°42'30" East along the South line of said Northeast 1/4 of the Southwest 1/4, a distance of 1184.60 feet to a point 30.00 feet West of the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 34;
Thence North 00°06'00" West parallel to the East line of said Northeast 1/4 of the Southwest 1/4, a distance of 49.45 feet, more or less, to the true point of beginning,

Except that part described as follows:

A parcel of land located in the East 1/2 of the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34;
Thence North 00°08'16" West along the East line of the Northeast 1/4 of said Southwest 1/4, a distance of 49.35 feet;
Thence South 89°43'00" West, a distance of 30.00 feet to the Southeast corner of Lot 1, Block 5, Western Hills Filing No. 1, said Southeast corner being the true point of beginning;
Thence continuing South 89°54'00" West along the South line of said Block 5, a distance of 314.70 feet;
Thence South 00°08'16" East, a distance of 286.36 feet to a point 1082.55 feet North of the South line of said Southeast 1/4 of the Southwest 1/4;
Thence North 89°39'33" East parallel with said South line of said Southeast 1/4 of the Southwest 1/4, a distance of 314.70 feet to a point 30.00 feet West of the East line of said Southwest 1/4;
Thence North 00°08'16" West parallel to said East line, a distance of 285.04 feet to the true point of beginning,
County of Adams, State of Colorado.

Parcel D:

A parcel of land located in the East 1/2 of the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34;
Thence North 00°08'16" West along the East line of the Northeast 1/4 of said Southwest 1/4, a distance of 49.35 feet;
Thence South 89°54'00" West, a distance of 30.00 feet to the Southeast corner of Lot 1, Block 5, Western Hills Filing No. 1, said Southeast corner being the true point of beginning;
Thence continuing South 89°54'00" West along the South line of said Block 5, a distance of 314.70 feet;
Thence South 00°08'16" East, a distance of 286.36 feet to a point 1082.55 feet North of the South line of said Southeast 1/4 of the Southwest 1/4;
Thence North 89°39'33" East parallel with said South line of said Southeast 1/4 of the Southwest 1/4, a distance of 314.70 feet to a point 30.00 feet West of the East line of said Southwest 1/4;
Thence North 00°08'16" West parallel to said East line, a distance of 285.04 feet to the true point of beginning,
County of Adams, State of Colorado.

The legal descriptions written above are also described as:

A parcel of land in the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Basis of Bearings: The East line of the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian which is monumented by a 3-1/4" Aluminum Cap stamped CDOH LS 14157 at the South 1/4 corner and a 3-1/2" Aluminum Cap stamped Ernest Knight LS 7276 at the center South sixteenth corner assumed to be North 00°05'03" West.

Commencing at a found pin with a 3-1/2" Aluminum cap in a range box stamped "Ernest Night LS 7276", said pin is representing the location of the center South Sixteenth corner of said Section 34;
Thence South 89°44'38" West, a distance of 30.00 feet to a point that is on the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 34 and 30.00 feet West of the East line of said Southwest 1/4, said point is the point of beginning;
Thence South 00°05'03" East, parallel with the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 236.15 feet, to a point that is 1082.55 feet North of the South line of said Southwest 1/4;
Thence South 89°42'01" West, parallel with the South line of said Southwest 1/4, a distance of 629.54 feet to a point that is on the West line of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 and 1082.55 feet North of the South line of said Southwest 1/4 of said Section 34;
Thence North 00°01'32" West along said West line of the East 1/2, a distance of 236.62 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4;
Thence South 89°44'38" West along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 555.29 feet to a point that is on the South line of Block 5, Western Hills Filing No. 1;
Thence continuing along the South line of said Block 5 the following three (3) courses:

- 1) North $66^{\circ}10'13''$ East, a distance of 106.04 feet;
 - 2) Thence North $85^{\circ}32'26''$ East, a distance of 139.91 feet;
 - 3) Thence North $89^{\circ}54'15''$ East, a distance of 948.00 feet, to a point that is 30.00 feet West of the East line of said Southwest 1/4;
- Thence South $00^{\circ}05'45''$ East, parallel with the East line of said Southwest 1/4, a distance of 50.00 feet, to the point of beginning,
County of Adams, State of Colorado.



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Abatements |
| FROM: Meredith P. Van Horn, Assistant Adams County Attorney |
| AGENCY/DEPARTMENT: County Attorney |
| 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 recommendations of the Assessor's Office for the attached abatement petitions. |

BACKGROUND:

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2016, 2018 and 2019 and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution
Summary Findings and Recommendations of the Assessor's Office

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 ABATEMENT PETITIONS AND AUTHORIZING THE REFUND OF TAXES FOR ACCOUNT NUMBERS R0038632, R0009081, R0104458, R0097254, R0079713, R0080065, R0103071, P0036294, P0028335, P0003253, R0097565, P0016786, and R0177691

WHEREAS, pursuant to C.R.S. § 39-1-113, the Board of County Commissioners may approve abatement petitions concerning property tax assessment and may refund taxes associated therewith; and,

WHEREAS, the attached petitions for account numbers R0038632, R0009081, R0104458, R0097254, R0079713, R0080065, R0103071, P0036294, P0028335, P0003253, and R0097565, have been processed, reviewed and approved by the Adams County Assessor's Office; and,

WHEREAS, information regarding the initial assessed value and the justification for reduction in assessed value and refund of taxes is included for each property in the documentation attached; and,

WHEREAS, it is the recommendation of the Assessor's Office that these petitions be approved and refunds be issued by the Board of County Commissioners; and,

WHEREAS, for account numbers P0016786, and R0177691, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers R0038632, R0009081, R0104458, R0097254, R0079713, R0080065, R0103071, P0036294, P0028335, P0003253, and R0097565, are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petitions for account numbers P0016786, and R0177691 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for the Property.

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

ABATEMENT

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0038632 Parcel NO.(S) 01719-11-3-11-005

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019:

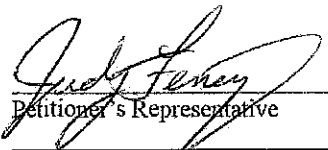
| | |
|--------------|-----------|
| Land | \$83,000 |
| Improvements | \$345,927 |
| Total | \$428,927 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019:

| | |
|--------------|-----------|
| Land | \$83,000 |
| Improvements | \$232,000 |
| Total | \$315,000 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: 6-2-2020



Petitioner's Representative

Pierre
Lescano

Assessor Representative
Adams County Assessor's Office

Digitally signed by Pierre Lescano
DN: cn=Pierre Lescano, o=Adams
County, ou=Adams County Assessor's
Office, email=plelscano@adcogov.org,
c=US
Date: 2020.06.02 14:47:43 -0500

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 05 18 2020
Month Day Year

Petitioner's Name: Judy Fenery
Petitioner's Mailing Address: 1361 E. 105th Place
Northglenn, Co 80233
City or Town State Zip Code

| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
|------------------------------|---|
| <u>R0038632</u> | <u>1361 E. 105th Pl.</u> |
| <u>0171911311005</u> | <u>Northglenn, Co 80233</u> |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year _____ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Construction Added not completed

Petitioner's estimate of value: \$315,000 2019
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Judy Fenery
Petitioner's Signature
By _____
Agent's Signature*

Daytime Phone Number 720-335-1383
Email djf29@live.com
Daytime Phone Number 720-629-4831
Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

| Section II: Assessor's Recommendation (For Assessor's Use Only) | | | |
|---|----------------|-----------------|------------|
| | Tax Year _____ | | |
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |
| <input type="checkbox"/> Assessor recommends approval as outlined above. | | | |
| If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S. | | | |
| Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.) | | | |
| <input type="checkbox"/> Assessor recommends denial for the following reason(s): | | | |
| _____ | | | |
| Assessor's or Deputy Assessor's Signature | | | |

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | Tax Year _____ | | |
|--------------|----------------|-----------------|------------|
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and

Petitioner _____ (being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

| Year | Assessed Value | Taxes Abate/Refund |
|-------|----------------|--------------------|
| _____ | _____ | _____ |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R0009081 Parcel No : 0157122000014
 Petition Year : 2016 Date Filed : November 19, 2018
 Owner Entity : DAVIS DAVID S
 Owner Address : 9131 E 136TH AVE
 Owner City : BRIGHTON State : CO
 Property Location :

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT | |
|-----------------|----------|-------------------------------|----------------|----------------------------|-----------------|----------------------|----------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | | |
| REAL | L: | \$81,000 | \$23,490 | \$81,000 | \$23,490 | A. Ratio | 29.00% |
| | I: | | | | \$0 | Mill Levy | 92.446 |
| TOTALS : | | \$0 | \$0 | \$81,000 | \$23,490 | Original Tax | \$2,172 |

Tax Exempt Portion
0%

Petitioner's Statement :

Assessor's Report

Situation :

PER NOTE IN REALWARE DATED 3/30/2017 TAXROLL CORRECTION SHOULD HAVE BEEN TAKING CARE OF. PER NOTE- ADJUSTING THE 2014 AND 2015 ABSTRACT TO 0700 AS THIS IS A CONTIGUOUS PARCEL PER TS 3/30/17 DB

Action :

Recommendation :

Upon further review, this parcel is contiguous with the main residential parcel and the abstract code will change to 0700 for the residential rate of 7.97%.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT | |
|-----------------|----------|---------------------------|-----------------|-------------------|----------------|---------------------|-----------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | Tax Refund | |
| REAL | L: | \$81,000 | \$23,490 | \$81,000 | \$6,450 | | \$1,575.28 |
| | I: | \$0 | \$0 | | \$0 | Revised Tax | |
| TOTALS : | | \$81,000 | \$23,490 | \$0 | \$6,450 | | \$596.28 |

Regan Healy
 Appraiser
 Certified Residential Appraiser

May 20, 2020
 Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

NOV 19 2018

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: 11 / 9 / 2018
Month Day Year

Petitioner's Name: DAVIS DAVID S

Petitioner's Mailing Address: 1200 17th St. Ste. 990

Denver CO 80202
City or Town State Zip Code

| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
|------------------------------|---|
| 015712200014 | SECT,TWN,RNG:22-1-67 DESC: PARCEL B PT OF W2 |
| | |
| | |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

The subject property is a contiguous parcel of land associated with account (015712200014) under the common ownership. Pursuant to 39-2-102 C.R.S. (14.4) (a) "Residential Land" means a parcel or contiguous parcels of land under common ownership upon which residential improvements are located and that is used as a unit in conjunction with the residential improvements located thereon. Therefore, Duff & Phelps hereby request that the subject property be classified as residential instead of commercial.

Petitioner's estimate of value: \$ _____ (2018)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature _____ Daytime Phone Number (____) _____
Email _____

By Brad Baugh _____ Daytime Phone Number (303) 748-9007
Agent's Signature*

Printed Name: Brad Baugh Email brad.baugh@duffandphelps.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-126, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

| Section II: Assessor's Recommendation (For Assessor's Use Only) | | | |
|---|----------------|----------|-------|
| | Tax Year _____ | | |
| | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |
| <input type="checkbox"/> Assessor recommends approval as outlined above. | | | |
| If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S. | | | |
| Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.) | | | |
| <input type="checkbox"/> Assessor recommends denial for the following reason(s): | | | |
| | | | |
| Assessor's or Deputy Assessor's Signature _____ | | | |

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | | | |
|--------------|----------------|-----------------|------------|
| | Tax Year _____ | | |
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and

Name

Petitioner _____ (being present--not present), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

| | | |
|-------|----------------|--------------------|
| Year | Assessed Value | Taxes Abate/Refund |
| _____ | _____ | _____ |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

Appointment of Agency for Property Tax Matters

Duff & Phelps, LLC is authorized to represent **David S. David** for the property known by parcel number **0157122000014** regarding the real property assessment matters in **Adams County, Colorado**. Any and all previous authorizations are hereby revoked. Duff & Phelps, LLC is authorized to act on our behalf in obtaining and providing information, negotiating, settling and assessing for all real property matters related to the property owned, possessed, or controlled by the undersigned at the above referenced parcel. This agent is delegated full authority to handle real property matters relative to assessments and to represent us, with the assistance of legal counsel, if necessary, in the appeal process. This authority is extended to the parcel number **0157122000014** and may be amended as necessary.

This appointment of agency remains in effect for tax year(s) **2014 - 2016** or until revoked in writing by **David S. David** or **Duff & Phelps, LLC**.

All correspondence should be directed to the following:

NAME: Bruce Cartwright
Duff & Phelps LLC

ADDRESS: 1200 17th Street, Suite 990
Denver, Colorado 80202
303-749-9003

SIGNED NAME: *David S. David*
PRINTED NAME: DAVID S. DAVIS
TITLE (in Relationship to Owner Entities): SELF

DATE EFFECTIVE: Oct. 13, 2016

State of CO, County of ADAMS
Signed before me on this 13 day
of Oct by DAVID S. DAVIS
Notary Public
[Signature]
Notarize

SUNIL POUJAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2014012175
MY COMMISSION EXPIRES 03/19/2018

Saxton

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

COUNTY BOARD OF EQUALIZATION

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0104458 Parcel NO.(S) 01825-16-2-18-006

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

| | |
|--------------|-----------|
| Land | \$113,000 |
| Improvements | \$211,734 |
| Total | \$324,734 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

| | |
|--------------|-----------|
| Land | \$113,000 |
| Improvements | \$30,724 |
| Total | \$143,724 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: May 22, 2020

Saxton
Petitioner's Representative
Charles Saxton
5345 Vallejo St
Denver, CO 80221

Saxton

Eric
Norberg
Assessor Representative
Adams County Assessor's Office

Digitally signed by Eric Norberg
DN: cn=Eric Norberg,
email=Eric.Norberg@adcogov.org,
c=US, o=Adams County, ou=Adams County Assessor's Office

**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R0104458 Parcel No : 01825-16-2-18-006
 Petition Year : 2019 Date Filed :
 Owner Entity : Charles Saxton
 Owner Address : PO Box 294
 Owner City : Bennett State : CO
 5345 Vallejo St - A Parc in Lots 6 and 8 Greenwood Des Com at the NE Cor of Lot 8 Th 208/7 Ft to POB
 Property Location : Th S 125 Ft Th W 159 Ft th N 125 Ft Th W 159 Ft Th N 125 Ft Th E 159 Ft M/L to POB

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT | | | |
|----------|-------------|-------------------------------|----------------|----------------------------|----------------|----------------------|----------|--------------|---------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | | | | |
| REAL | 100 | L: | \$113,000 | \$8,080 | L: | \$113,000 | \$8,080 | A. Ratio | 7.15% |
| | | I: | \$30,000 | \$2,145 | I: | \$211,734 | \$15,140 | Mill Levy | 122.695 |
| TOTALS : | | | \$143,000 | \$10,220 | | \$324,734 | \$23,220 | Original Tax | \$2,849 |

Tax Exempt Portion
0%

Petitioner's Statement :

The house was abandoned for about 30 years with the roof fallen in. There was no value to the building. We bulldozed the house in February 2019 after an abatement approval process. I forgot, didn't know, failed to, obtain a permit from the county on the demolition so I have to square this up with the building department. I think that will be a separate step, but hopefully not a fine.

Assessor's Report

Situation :

Based on the MLS the home was in not habitable at the time of purchase. The home existed on January 1, 2019 but was scraped in February 2019. There is a 1 car garage on the property as well. The property sold in August 2018 for \$143,724.

Action :

The property was inspected from the public street and confirmed the home was no longer on the site but the garage was on site.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT | | | |
|----------|-------------|---------------------------|----------------|-------------------|----------------|---------------------|----------|-------------|------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | | | | |
| REAL | 100 | L: | \$113,000 | \$8,080 | L: | \$113,000 | \$8,080 | Tax Refund | \$1,587.68 |
| | | I: | \$30,000 | \$15,140 | I: | \$30,724 | \$2,200 | Revised Tax | |
| TOTALS : | | | \$143,000 | \$23,220 | | \$143,724 | \$10,280 | | \$1,261.30 |

May 26, 2020

Eric I Norberg
 Real Estate Appraiser III, Adams County Assessor's Office
 Colorado Licensed Appraiser AL01323002

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I Petitioner, please complete Section I only.

Date May 6, 2020
Month Day Year

Petitioner's Name: Charles Saxton

Petitioner's Mailing Address PO BOX 294
Bennett Colorado 80102
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) _____
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
5345 Vallejo St Denver, CO, 80221

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019, 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying clerical error, or overvaluation. Attach additional sheets if necessary.)

The house has been abandoned for about 30 years with the roof fallen in. There was no value to the building. We bulldozed the house in February of '19 after an abatement approval process. I forgot, didn't know, failed to, obtain a permit from the county on the demolition so I have to square this up with the building department. I think that will be a separate step, but hopefully not a fine.

Petitioner's estimate of value: \$ zero for the house; \$143000 for the lot (_____
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Charles Saxton Daytime Phone Number (1-303-870-8782)
Petitioner's Signature

Email Chuck@Saxtonconstruction.com

By _____ Daytime Phone Number (_____
Agent's Signature

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision. § 39-10-114.5(1), C.R.S.

Section II" Assessor's Recommendation
(For Assessor's Use Only)

Tax Year _____
Actual Assessed Tax
Original _____ Corrected _____
_____ Abate/Refund

(**) Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? (**) No (**) Yes (If a protest was filed, please attach a copy of the NOD.)

@ Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0097254 Parcel NO.(S) 0182335402006

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

| | |
|--------------|-------------|
| Land | \$57,150 |
| Improvements | \$1,139,850 |
| Total | \$1,197,000 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

| | |
|--------------|-------------|
| Land | \$57,150 |
| Improvements | \$942,850 |
| Total | \$1,000,000 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: May 26, 2020

Petitioner's Representative
TDAC LLC

Digitally signed by Gregory J. Broderick
DN: cn=Gregory J. Broderick, o=Adams County, ou=Assessor's Office,
email=gbroderick@adcogov.org, c=US
Date: 2020.05.26 13:23:42 -0600'

Assessor Representative
Adams County Assessor's Office

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0097254** Parcel No : **0182335402006**
 Petition Year : **2019** Petition Filed Date : **March 10, 2020**
 Owner Entity : **TDAC LLC**
 Owner Address : **PO Box 9089**
 Owner City : **Denver** State : **Colorado**
 Property Location : **1946 Oswego Street, Aurora, CO 80010**

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT | | | |
|----------|----------|-------------------------------|----------------|----------------------------|----------------|----------------------|-----------|--------------|----------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | | | | |
| REAL | | L: | | L: | \$57,150 | \$4,090 | A. Ratio | 7.15% | |
| | | I: | | I: | \$1,139,850 | \$81,500 | Mill Levy | 117.794 | |
| TOTALS : | | | \$925,000 | | \$66,140 | \$1,197,000 | \$85,590 | Original Tax | \$10,082 |

Petitioner's Statement :

The current year actual value assigned to the subject property is excessive and should be reduced for the following reasons. First, taking into consideration that the best evidence of value is what a willing buyer pays a willing seller, the sale of the subject property during the assessment period is the best evidence of the value of the property. 1946 Oswego Street was sold for \$920,000 on May 17, 2008, approximately one month before the end of the assessment period. Given the properties condition did not change in the approximately six weeks before the end of the assessment period, there is no evidence to support an increase to \$1,197,000. The property had been on the market for 4 months prior to my company purchasing the building, the offers that the seller had received were all well below \$1,000,000 due to the cosmetic condition as well as the deferred maintenance on the property. Additionally, at the time of assessment, the building was worth less than its May 17, 2018 sales price. At the time of purchase, the building needed substantial renovations, including: replacing old steel windows; repairing a 20 year old roof with multiple leaks; flooding in basement units; adding egress windows to the basement units; replacing outdated boilers and furnaces; adding and updating electrical panels; adding gas meters; updating interior fixtures; remediating mold in 3 units due to deferred maintenance items. The total cost of these repairs and updates was 260,000, which supports a lower valuation. For the above reasons, Petitioner respectfully requests that the 2019 value of 1946 Oswego Street be reduced to our purchase price of \$925,000.

Assessor's Report

Situation :

Property was purchased on 05/17/2018 by the previous owner for \$1,000,000

Action :

Reviewed the 2019 sale and the market comparable sales.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT | | | |
|----------|----------|---------------------------|----------------|-------------------|----------------|---------------------|----------|-------------|------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | | | | |
| REAL | 0 | L: | \$57,150 | \$4,090 | L: | \$57,150 | \$4,090 | Tax Refund | \$1,659.72 |
| | | I: | \$1,139,850 | \$81,500 | I: | \$942,850 | \$67,410 | Revised Tax | |
| TOTALS : | | | \$1,197,000 | \$85,590 | | \$1,000,000 | \$71,500 | | \$8,422.27 |

Gregory J Broderick
Appraiser

June 2, 2020
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams County

Date Received (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: March 10 2020 (Month Day Year)

Petitioner's Name: Terrance Doyle
Petitioner's Mailing Address: 8 W Arkansas, Denver, Colorado 80223

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: 0182335402006, 1946 Oswego Street

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 925,000 (2019) (Value Year)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature (with handwritten signature) Daytime Phone Number (310) 463 - 7727
Email
By Agent's Signature* Daytime Phone Number () Email brittney@thevareco.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year
Actual Assessed Tax
Original
Corrected
Abate/Refund
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | | | |
|--------------|----------------|-----------------|------------|
| | Tax Year _____ | | |
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and
Name
Petitioner _____ (*being present--not present*), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

| | | |
|-------|----------------|--------------------|
| Year | Assessed Value | Taxes Abate/Refund |
| _____ | _____ | _____ |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby
 Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

March 10, 2020

Via Certified Mail – Return Receipt Requested

Mr. Ken Musso
Adams County Assessor
4430 S. Adams Pkwy. C2100
Brighton, CO 80601

Re: 1946 Oswego Street
Parcel Number: 0182335402006

Dear Mr. Musso

This letter shall serve as a formal abatement petition for the real property valuation for 1946 Oswego Street for the 2019 tax year. For the 2019 tax year, 1946 Oswego Street received a valuation of \$1,197,000.

1946 Oswego Street is a 9-unit, 1-story, C-Class apartment building located one block west of Fitzsimons Medical Campus. The building was built in 1949 and has not been materially updated since that time.

The current year actual value assigned to the subject property is excessive and should be reduced for the following reasons.

First, taking into consideration that the best evidence of value is what a willing buyer pays a willing seller, the sale of the subject property during the assessment period is the best evidence of the value of the property. 1946 Oswego Street was sold for \$920,000 on May 17, 2018, approximately one month before the end of the assessment period. Given the properties conditions did not change in the approximately six weeks before the end of the assessment period, there is no evidence to support an increase to \$1,197,000. The property had been on the market for 4 months prior to my company purchasing the building, the offers that the seller had received were all well below 1,000,000 due to the cosmetic condition as well as the deferred maintenance on the property.

Additionally, at the time of assessment, the building was worth less than its May 17, 2018 sales price. At the time of purchase, the building needed substantial renovations, including: replacing old steel windows; repairing a 20 year old roof with multiple leaks;

flooding in basement units; adding egress windows to the basement units; replacing outdated boilers and furnaces; adding and updating electrical panels; adding gas meters; updating interior fixtures; remediating mold in 3 units due to deferred maintenance items. The total cost of these repairs and updates was 260,000, which supports a lower valuation.

For the above reasons, Petitioner respectfully requests that the 2019 value of 1946 Oswego Street be reduced to our purchase price of 925,000.

Please contact me if you have any questions about this protest.

Thank you for your consideration.

Sincerely,

Terrance Doyle

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0079713 Parcel NO.(S) 0172132411002

2. The subject property is classified as a Commercial property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019:

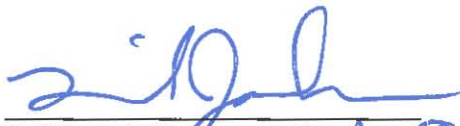
| | |
|--------------|-------------|
| Land | \$541,800 |
| Improvements | \$1,275,989 |
| Total | \$1,817,789 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019:

| | |
|--------------|-------------|
| Land | \$541,800 |
| Improvements | \$1,208,200 |
| Total | \$1,750,000 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: May 6, 2020


Petitioner's Representative David Johnson
Joseph C Sansone Company
18040 Edman Ave
Chesterfield, MO 63005
636-733-5455

Gregory L. Korth
Assessor Representative
Adams County Assessor's Office

Digitally signed by Gregory L. Korth
DN: cn=Gregory L. Korth, o=Adams
County Colorado, ou=Assessors
Office, email=gkorth@adcogov.org,
c=US
Date: 2020.05.06 11:32:19 -0600

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0079713** Parcel No : **0172132411002**
 Petition Year : **2019** Date Filed : **May 7, 2020**
 Owner Entity : **MANNA LLC**
 Owner Address : **P.O BOX 7383**
 Owner City : **LOVELAND** State : **CO**
 Property Location : **7400 HIGHWAY 2, COMMERCE CITY, CO**

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT |
|-----------------|----------|-------------------------------|------------------|----------------------------|------------------|------------------------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | |
| REAL | 353 | L: [REDACTED] | [REDACTED] | L: \$541,800 | \$157,120 | A. Ratio 29.00% |
| | | I: [REDACTED] | [REDACTED] | I: \$1,275,989 | \$370,040 | Mill Levy 89.903 |
| TOTALS : | | \$1,624,000 | \$470,960 | \$1,817,789 | \$527,160 | Original Tax \$47,393 |

Petitioner's Statement :

The Assessor's calculation of value exceeds the actual fair market value of the property.

Assessor's Report

Situation :

Appraiser's account review revealed a 4Q2017 base-period sale of the subject property. This sale was investigated and verified by the appraiser as an arm's length, open market sale of the subject property between willing Buyer and Seller. The subject property was reportedly in average condition at the time of sale, with the buyer securing market financing.

Action :

Giving due consideration to the confirmed base-period, arms-length sale of the subject property, the appraiser recommends the above-referenced stipulation to the base-period sale price of \$1,750,000.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT |
|-----------------|----------|---------------------------|------------------|-----------------------|------------------|---------------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | Tax Refund |
| REAL | 353 | L: \$541,800 | \$157,120 | L: \$541,800 | \$157,120 | \$1,767.50 |
| | | I: \$1,275,989 | \$370,040 | I: \$1,208,200 | \$350,380 | Revised Tax |
| TOTALS : | | \$1,817,789 | \$527,160 | \$1,750,000 | \$507,500 | \$45,625.77 |

Greg Korth
Appraiser

May 7, 2020
Date

#117422

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 02-12-2020 (Month Day Year)

Petitioner's Name: MANNA LLC

Petitioner's Mailing Address: Joseph C Sansone Company, David Johnson, 18040 Edison Avenue, Chesterfield MO 63005

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Includes handwritten 'R0079713' and '7400 HIGHWAY 2'.

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

The Assessor's calculation of value exceeds the actual fair market value of the property.

Petitioner's estimate of value: \$ See enclosed (2019) Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

By [Signature] Agent's Signature* Daytime Phone Number () Email appeals@jcsc.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only). Includes table for Actual, Assessed, and Tax values for Original, Corrected, and Abate/Refund. Includes checkboxes for approval and denial reasons.

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | | | |
|--------------|----------------|-----------------|------------|
| | Tax Year _____ | | |
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | ===== | ===== | ===== |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and

Petitioner _____ (being present--not present), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

| | | |
|---------------|-------------------------|-----------------------------|
| _____ Year | _____ Assessed Value | _____ Taxes Abate/Refund |
|---------------|-------------------------|-----------------------------|

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

15-DPT-AR No. 920-66/15

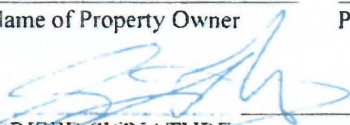
AGENT AUTHORIZATION

Colorado

TO: _____
 Assessor's Office and the
 Assessment Review Agency

The Property Owner(s) listed below hereby authorize and appoint the Joseph C. Sansone Company to act as agent with full authority to handle all matters relating to ad valorem tax matters for our respective listed parcels. This includes, but is not limited to, the filing of property tax declarations or other documents with you or the Assessment Appeals Board, examining any records in your office which we have a right to examine, appearing before any assessment officer or board and discussing assessments and resolving disputes with you concerning the assessments on parcels for which we are responsible for the property taxes. This authority shall terminate when all matters relating to the 20 16 through 20 20 assessments are resolved.

| | | |
|------------------------------|---------------|--------------------------------------|
| Manna LLC | 0172132411002 | R0079713 |
| Exact Name of Property Owner | Parcel Number | Schedule/PIN/Account (if applicable) |
| | | |
| Exact Name of Property Owner | Parcel Number | Schedule/PIN/Account (if applicable) |
| | | |
| Exact Name of Property Owner | Parcel Number | Schedule/PIN/Account (if applicable) |
| | | |
| Exact Name of Property Owner | Parcel Number | Schedule/PIN/Account (if applicable) |


 AUTHORIZED SIGNATURE

 DATE 12-28-18

Corem Armstrong
 PRINT NAME OF AUTHORIZED SIGNER

member
 TITLE

State of Colorado
 City/County of _____

On this ____ day of _____, 20____ before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

In witness hereof I hereunto set my hand and official seal.

Notary Public _____

**REAL PROPERTY SUMMARY ANALYSIS
OF**

Armstrong Realty

7400 Highway 2
Commerce City, CO 80022

Parcel ID(s)

0172132411002

Appeal Number

Prepared By:



JOSEPH C. SANSONE CO.
Business Tax Solutions

JOSEPH C. SANSONE COMPANY

**18040 Edison Avenue
Chesterfield, Missouri 63005**

<This is not an appraisal>

This information is provided by the Joseph C. Sansone Company as an authorized advocate and representative of the property owner or taxpayer. Therefore, the information is not and should not be considered an objective analysis of the value of the subject property interest. The information is not intended to constitute an "appraisal" or "appraisal report" pursuant to the Uniform Standards of Professional Appraisal Practice ("USPAP") or Missouri law. No one from the Joseph C. Sansone Company is acting as a licensed or certified real estate appraiser in this matter. Whether any person involved in the preparation or presentation of the information is a licensed or certified appraiser is of no importance and the information and presentation are not intended to comply with the USPAP requirements of appraisal practice.

19345670001CO

POINTS OF DISCUSSION

Property Issues



7400 Highway 2

PTR Number: 19345670001CO

Location IDs: 0172132411002

| Area Type | RETAIL | | | | | Location Totals |
|-----------------------------------|--------|---------------|--|--|--|--------------------|
| Gross Building Area | | 15,763 | | | | 15,763 |
| Net Leaseable Area | | 15,763 | | | | 15,763 |
| Potential Gross Income | 9.00 | 141,867 | | | | 9.00 141,867 |
| Vacancy and Credit Loss | 5.0% | <u>7,093</u> | | | | 5.0% <u>7,093</u> |
| Effective Gross Income | | 134,774 | | | | 134,774 |
| Overall Expense | 8.0% | <u>10,782</u> | | | | 8.0% <u>10,782</u> |
| Net Operating Income | | 123,992 | | | | 123,992 |
| Base Cap Rate | | | | | | 7.500 |
| Adj Tax Rate | | | | | | <u>0.134</u> |
| Adj Cap Rate | | | | | | 7.634 |
| Value Sum | | | | | | <u>1,624,247</u> |
| Indicated Value | | | | | | <u>1,624,000</u> |
| Total Indicated Value per SF(NLA) | | | | | | 103.04 |

6501 E 64th Ave
 Neelys Food Market
 Commerce City, CO 80022
 Freestanding Building of 3,270 SF Sold on 3/24/2017 for
 \$300,000 - Public Record

buyer

Trung D Nguyen
 1219 Elmhurst Trails Ln
 Seabrook, TX 77586

seller

Tran Ha M



vital data

| | |
|--|-----------------------------|
| Escrow/Contract: - | Sale Price: \$300,000 |
| Sale Date: 3/24/2017 | Status: - |
| Days on Market: - | Building SF: 3,270 SF |
| Exchange: No | Price/SF: \$91.74 |
| Conditions: - | Pro Forma Cap Rate: - |
| Land Area SF: 17,398 | Actual Cap Rate: - |
| Acres: 0.4 | Down Pmnt: - |
| \$/SF Land Gross: \$17.24 | Pct Down: - |
| Year Built, Age: 1952 Age: 65 | Doc No: 0025664 |
| Parking Spaces: 25 | Trans Tax: - |
| Parking Ratio: 7.65/1000 SF | Corner: No |
| FAR 0.19 | Zoning: - |
| Lot Dimensions: - | No Tenants: 1 |
| Frontage: 67 feet on E 64th 60 feet on E ... | Percent Improved: 75.8% |
| Tenancy: Single | Submarket: Northeast Ret |
| Comp ID: 3871406 | Map Page: - |
| | Parcel No: 1823-05-4-00-056 |
| | Property Type: Retail |

income expense data

| | | |
|----------|-----------------------|----------------|
| Expenses | - Taxes | \$5,986 |
| | - Operating Expenses | |
| | Total Expenses | \$5,986 |

Listing Broker

Buyer Broker

financing

prior sale

| | |
|--------------|-----------|
| Date/Doc No: | 8/29/2011 |
| Sale Price: | \$250,000 |
| CompID: | 3056978 |



4972 E 62nd Ave

Commerce City
Commerce City, CO 80022

Freestanding Building of 6,450 SF Sold on 11/3/2016 for
\$551,567 - Research Complete (Part of Multi-Property)

buyer

Kentro Real Estate Group
c/o George Balafas
1509 York St
Denver, CO 80206
(303) 355-5565

seller

North American Development Group
2851 John St
Markham, ON L3R 5R7
(905) 477-9200



vital data

| | | | |
|-------------------|--------------|---------------------|--------------------|
| Escrow/Contract: | 80 days | Sale Price: | \$551,567 |
| Sale Date: | 11/3/2016 | Status: | Allocated |
| Days on Market: | 505 days | Building SF: | 6,450 SF |
| Exchange: | No | Price/SF: | \$85.51 |
| Conditions: | - | Pro Forma Cap Rate: | - |
| Land Area SF: | 46,174 | Actual Cap Rate: | - |
| Acres: | 1.06 | Down Pmnt: | - |
| \$/SF Land Gross: | \$11.95 | Pct Down: | - |
| Year Built, Age: | 2004 Age: 12 | Doc No: | 0094958 |
| Parking Spaces: | - | Trans Tax: | \$730 |
| Parking Ratio: | - | Corner: | No |
| FAR | 0.14 | Zoning: | C-2, Commerce City |
| Lot Dimensions: | - | No Tenants: | 3 |
| Frontage: | - | Percent Improved: | - |
| Tenancy: | Multi | Submarket: | Northeast Ret |
| Comp ID: | 3747764 | Map Page: | - |
| | | Parcel No: | - |
| | | Property Type: | Retail |

income expense data

| | | |
|------------|------------------------|-----------|
| Income | Gross Scheduled Income | \$834,224 |
| | + Other Income | |
| | - Vacancy Allowance | _____ |
| | Effective Gross Income | |
| Expenses | - Taxes | |
| | - Operating Expenses | \$300,306 |
| | Total Expenses | \$300,306 |
| Net Income | Net Operating Income | \$533,918 |
| | - Debt Service | |
| | - Capital Expenditure | _____ |
| | Cash Flow | |

Listing Broker

JLL
1225 17th St
Denver, CO 80202
(303) 260-6500
Jason Schmidt

Buyer Broker

JLL
1225 17th St
Denver, CO 80202
(303) 260-6500
Jason Schmidt

financing

prior sale

| | |
|--------------|-------------|
| Date/Doc No: | 5/24/2010 |
| Sale Price: | \$4,850,000 |
| CompID: | 1923851 |



9150 Washington St

Bldg 2
Thornton, CO 80229

Freestanding Building of 8,640 SF Sold on 4/9/2018 for \$566,257 - Research Complete (Part of Multi-Property)

buyer

Ellas Ventures
2250 S Oneida St
Denver, CO 80224
(303) 981-1117

seller

Sago Family Ptshp Ltd
13313 E Carolina Pl
Aurora, CO 80012



vital data

| | |
|-------------------------------------|--------------------------|
| Escrow/Contract: - | Sale Price: \$566,257 |
| Sale Date: 4/9/2018 | Status: Allocated |
| Days on Market: - | Building SF: 8,640 SF |
| Exchange: No | Price/SF: \$65.54 |
| Conditions: - | Pro Forma Cap Rate: - |
| Land Area SF: 48,787 | Actual Cap Rate: - |
| Acres: 1.12 | Down Pmnt: - |
| \$/SF Land Gross: \$11.61 | Pct Down: - |
| Year Built, Age: 1960 Age: 58 | Doc No: 0028620 |
| Parking Spaces: 20 | Trans Tax: - |
| Parking Ratio: 0.43/1000 SF | Corner: No |
| FAR 0.18 | Zoning: CR |
| Lot Dimensions: - | No Tenants: 3 |
| Frontage: 442 feet on Washington St | Percent Improved: - |
| Tenancy: Single | Submarket: Northeast Ret |
| Comp ID: 4236053 | Map Page: - |
| | Parcel No: - |
| | Property Type: Retail |

income expense data

Listing Broker

NAI Shames Makovsky
1400 Glenarm Pl
Denver, CO 80202
(303) 534-5005
Todd Silverman, Paul Cattin

Buyer Broker

Berkshire Hathaway Real Estate of the Rockies, LLC
408 S Teller St
Lakewood, CO 80226
(303) 438-8080
Phil Kubat

financing



Manna, LLC
Profit & Loss
January through December 2018

| | <u>Jan - Dec 18</u> |
|---------------------------|------------------------|
| Ordinary Income/Expense | |
| Income | |
| Property Taxes Received | 36,070.38 |
| Rental Income | 126,000.00 |
| | <hr/> |
| Total Income | 162,070.38 |
| Expense | |
| Mortgage | |
| Interest Expense | 61,984.43 |
| Taxes - Property | 36,070.38 |
| Mortgage - Other | 0.00 |
| | <hr/> |
| Total Mortgage | 98,054.81 |
| Professional Fees | |
| Accountant | 232.00 |
| Filing Fees | 10.00 |
| Legal Fees | 3,264.03 |
| | <hr/> |
| Total Professional Fees | 3,506.03 |
| Total Expense | 101,560.84 |
| Net Ordinary Income | 60,509.54 |
| Other Income/Expense | |
| Other Expense | |
| Capital Improvement | |
| Asphalt | 50,513.62 |
| | <hr/> |
| Total Capital Improvement | 50,513.62 |
| Total Other Expense | 50,513.62 |
| Net Other Income | -50,513.62 |
| Net Income | <u><u>9,995.92</u></u> |

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0080065 Parcel NO.(S) 01723-00-0-00-147

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

| | |
|--------------|-------------|
| Land | \$964,000 |
| Improvements | \$69,291 |
| Total | \$1,033,291 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

| | |
|--------------|-----------|
| Land | \$680,000 |
| Improvements | \$69,000 |
| Total | \$749,000 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019 .

DATED this:

Petitioner's Representative

Rita
Anderson

Digitally signed by Rita Anderson
DN: cn=Rita Anderson, o=Adams
County Colorado, ou=Assessor's
Office,
email=randerson@adcogov.org, c=US
Date: 2020.05.21 14:45:03 -0600

Assessor Representative
Adams County Assessor's Office

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | | | |
|--------------|----------------|-----------------|------------|
| | Tax Year _____ | | |
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and

Name

Petitioner _____ (*being present--not present*), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

| | | |
|-------|----------------|--------------------|
| Year | Assessed Value | Taxes Abate/Refund |
| _____ | _____ | _____ |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____

Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R0080065 Parcel No : 01723-00-0-00-147
 Petition Year : 2019 Date Filed : May 11, 2020
 Owner Entity : Eberly Ronald P Et Al.
 Owner Address : 10070 Potomac St
 Owner City : Commerce City State : CO
 Property Location : 10070 Potomac St, Commerce City

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT | |
|----------|-------------|--------------------------------|----------------|-----------------------------|---------------------|-----------------------|-----------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | | |
| REAL | 100 | L: [REDACTED] I: [REDACTED] | [REDACTED] | L: \$964,000 I: \$69,291 | \$68,935 \$4,955 | A. Ratio Mill Levy | 7.15% 95.151 |
| TOTALS : | | \$456,741 | \$32,660 | \$1,033,291 | \$73,890 | Original Tax | \$7,030.71 |

Petitioner's Statement :

Excessive increase. House is 119 years old, no improvements. How are the taxes over double?

Assessor's Report

Situation :

The property is located 1/4+/- mile south of 104th Ave on Potomac and is Unincorporated Adams County. It includes an older residence and two outbuildings on 33.56+/- acres plus .79 acres adjacent/same ownersip. The highest and best use appears to be vacant land for residential development - the value is in the land. There is a subdivision to the East that was built in the early 2000's. The parcel to the West is being developed as part of the Reunion PUD.

Action :

Review vacant land sales and sales of residential properties on 30-40 acres.

Recommendation :

Vacant land sales defend the value, residential sales - however more rural - indicate the value should be adjusted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT | |
|----------|-------------|-----------------------------|---------------------|-----------------------------|---------------------|---------------------|------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | Tax Refund | |
| REAL | 100 | L: \$964,000 I: \$69,291 | \$68,935 \$4,955 | L: \$680,000 I: \$69,000 | \$48,620 \$4,930 | Tax Refund | \$1,935.37 |
| TOTALS : | | \$1,033,291 | \$73,890 | \$749,000 | \$53,550 | Revised Tax | \$5,095.34 |

Rita Anderson

Appraiser

May 21, 2020

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 5-11-2020
Month Day Year

Petitioner's Name: Robert B Stephen

Petitioner's Mailing Address: 11816 Adams St, ~~Adams~~
Thornton CO 80223
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)
0172300000147
0172318206003

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
18070 Patomic, Commerce City 80022
1, 1, 1, 1,
Zip Code

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year _____ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Excessive increase. House is 119 years old No
Improvements. How can the taxes over double?

Petitioner's estimate of value: \$ 456,741 2018
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]
Petitioner's Signature

Daytime Phone Number 790, 241-9336
Email Rbstep@hofmail.com

By _____
Agent's Signature
Daytime Phone Number _____
Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners pursuant to § 39-10-1(4)(c) P.S. or the

PETITION FOR ABATEMENT OR REFUND OF TAXES

County Adair

Date Received _____
(Use Assessor's or Commissioner's Date Stamp)

Section I. Petitioner, please complete Section I only.

Date: 5-11-2020
Month Day Year

Petitioner's Name: Robert B Stephan
 Petitioner's Mailing Address: 11816 Adams St
Thousand Gate 80273
City or Town State Zip Code

| | |
|-------------------------------------|--|
| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
| <u>0172300000142</u> | <u>10070 Adams, Corvallis City 80022</u> |
| <u>0172318206003</u> | <u>" " " "</u> |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year _____ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Excessive increase. House is 119 years old. No
improvements. How can the taxes over double?

Petitioner's estimate of value: \$ 456,741,200

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or attachments, has been prepared or authorized by me, and to the best of my knowledge, information, and belief, it is true, correct, and complete.

Robert B Stephan Daytime Phone Number 720, 271-9336
 Petitioner's Signature Email Rstep@Hotmail.com
 Agent's Signature Daytime Phone Number _____
 Email _____

Number of copies must be attached when petition is submitted by an agent.
 If the Board of County Commissioners, pursuant to § 20-2-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 20-2-116, C.R.S., denies the petition for refund or abatement in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 20-2-115, C.R.S., within forty days of the date of any such decision, § 20-2-114, 2-15, C.R.S.

Section II. Assessor's Recommendation
(For Assessor's Use Only)

| | | | |
|-----------|----------------|----------|-------|
| | Tax Year _____ | | |
| | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Disputed | _____ | _____ | _____ |

Assessor recommends approved as outlined above.

If the assessor has determined to correct upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an application or protest was filed with the assessor. See also § 20-2-114, C.R.S.

The year _____ Protested No Yes (If a protest was filed, please attach a copy of the WRB.)

Assessor recommends denied for the following reason(s) _____

Assessor's or Taxing Authority's Signature _____

From: [Assessor](#)
To: [Maria Purdy](#)
Subject: FW: Petition for abatement of 2019 property taxes
Date: Wednesday, May 13, 2020 9:44:54 AM

From: Robert Stephen <rbstep@hotmail.com>
Sent: Monday, May 11, 2020 7:18 PM
To: Assessor <Assessor@adcogov.org>
Cc: Pete Eberly <meeberly72@yahoo.com>; Edward Eberly <debbie_scheck@yahoo.com>; Marilyn Steckel <ldetwiler07@yahoo.com>; printing@qpmbi.com; jody_r18@hotmail.com; CenturyLink Customer <billandverlane@q.com>
Subject: Petition for abatement of 2019 property taxes

Please be cautious: This email was sent from outside Adams County

Do not understand the evaluation process. This house is 119 years old no improvements, it is easily 60 to 70 years older than any other house in the area. How can the taxes over double? I do believe there is a gross error in calculating taxes on this property. Also believe 2017 taxes are out of line. County had the wrong acreage for years but you state that is not how taxes are calculated. Well how are taxes calculated on a 119 year old house. The county says this residence is valued at over 1 million and let me tell you this is not a million dollar house by any stretch.

Thank you

Robert B Stephen

PS: Would like to get a current of the names on the properties because we have had nothing but problems with the county getting the names current and correct for almost 2 years.

Sent from my Galaxy Tab® A

----- Original message -----

From: Robert Stephen <rbstep@hotmail.com>
Date: 5/8/20 7:06 PM (GMT-07:00)
To: Assessor <Assessor@adcogov.org>
Cc: printing@qpmbi.com, meeberly@yahoo.com, debbie_scheck@yahoo.com, Shirley Eberly <ShirleyEberly@hotmail.com>, CenturyLink Customer <billandverlane@q.com>, ldetwiler07@yahoo.com, jody_r18@hotmail.com
Subject: Re: Copy of current property profile

Once again thank you for your response.

How do we appeal the land value?

We will file another abatement for 2019

Do not understand the land evaluation. You said that the acreage does not matter and I am puzzled because I think the value of a 2,000 sq ft house setting on 5 acres would be higher than the same house setting on a city lot. Considering everything else is equal, house in same area, house is same age maybe even the same house. So the question is how can the acreage not effect the taxes. The house on this property is over 100 years old so how come the taxes are so high? Is there no recourse for 2017 and 2018 taxes?

Bob S

Sent from my Galaxy Tab® A

----- Original message -----

From: Assessor <Assessor@adcogov.org>

Date: 5/8/20 10:29 AM (GMT-07:00)

To: Robert Stephen <rbstep@hotmail.com>

Subject: RE: Copy of current property profile

Bob,

I see your frustration when looking into your account.

We are right now in the middle of protest time so I urge you to appeal your land value.

Also I urge you to file for another abatement but this time for 2019.

You may send this as an official appeal to this email address. AND fill out the form attached and email it back to me.

Thank you

P.S. As for the discrepancy in the acreage for 2017 and 2018 the land was valued as 1 Unit and not on a per acre basis. Therefore it would have been valued the same regardless if it was 25 acres or 35 acres, since it was valued as a single family land and this was upheld by the County Board.

If you have any further questions, please don't hesitate to contact me. Thank you.

Jacquelyn Headley

Administrative Manager, *Assessor's Office*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite C2100

Brighton, CO 80601

Office: 720-523-6743

jheadley@adcogov.org | www.adcogov.org

From: Robert Stephen <rbstep@hotmail.com>
Sent: Thursday, May 07, 2020 11:46 AM
To: Assessor <Assessor@adcogov.org>
Subject: Fwd: Copy of current property profile

Please be cautious: This email was sent from outside Adams County

Waiting for a response to my email below.

Bob

Sent from my Galaxy Tab® A

----- Original message -----

From: Robert Stephen <rbstep@hotmail.com>
Date: 3/27/20 4:16 PM (GMT-07:00)
To: Assessor <Assessor@adcogov.org>
Subject: Re: Copy of current property profile

Thank you so much for your response it is most helpful.

I do have another issue perhaps you can help me with. We have been overcharged on the property tax for years because the county had the acreage incorrect at 36.54 when it was actually 33.56. We have filed for abatement/refund but have been turned down. We are told we can only go back 2 years and that is what we are trying to do, this was pointed out to the county and it took months to get acreage size adjusted just last year 2019. We are looking to get a refund for 2017 2018. See attachments

Thanks again
Robert

Sent from my Galaxy Tab® A

----- Original message -----

From: Assessor <Assessor@adcogov.org>
Date: 3/26/20 8:13 AM (GMT-07:00)
To: Robert Stephen <rbstep@hotmail.com>
Subject: RE: Copy of current property profile

Hello Robert,

You are correct the page with the comments were not included because of privacy of some of the comments.

Although here are the list of owners which were listed on that page along with the reception #'s where they were taken from.

If you have any other questions let me know.

ET ALS:

- 1) VERLANE M EBERLY UND 1/10% INT (REC NO 2013000083194)
- 2) WILLIAM D EBERLY UND 1/10% INT
- 3) ROBERT E EBERLY UND 1/10% INT
- 4) E & M FARMS LLC UND 1/10% INT (REC NO 2010000039043) EDWARD L EBERLY DEEDS TO E & M FARMS(2010000042658)
- 5) LORELLA I STEPHEN UND 1/10% INT (REC NO 2010000044193)
- 6) RONALD P EBERLY UND 1/10% INT
- 7) ROBERT B & LORETTA I STEPHEN UND 1/10% INT JOINT TENANTS
- 8) ESTHER M BOLIVAR UND 1/10% INT (REC NO 2010000044190)
- 9) DARLENE A THOMPSON UND 1/10% INT (REC NO 2010000044192)
- 10) MARILYN L STECKEL UND 1/10% INT (REC NO 2010000044191)

Jacquelyn Headley

Administrative Manager, Assessor's Office

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite C2413

Brighton, CO 80601

Office: 720-523-6743

jheadley@adcogov.org | www.adcogov.org

From: Robert Stephen <rbstep@hotmail.com>

Sent: Wednesday, March 25, 2020 10:28 PM

To: Assessor <Assessor@adcogov.org>

Subject: Copy of current property profile

Please be cautious: This email was sent from outside Adams County

How do I get a current copy of a Property Profile Account Notes when all I have is the Partial # 172300000147 and Account # R0080065? The last one I have is dated 7/30/2019 but is missing the back page (Property Profile Account Notes) which I assume has the current list of names now on the deed.

I have tried using these numbers practically everywhere on the Adams County web site and get no results. We have been working with Daniel in the past but the copy we have does not have the page that lists the current owners. Would like to contact Daniel or someone who can tell me how I can get a copy or email one to me. I am trying to see if the owners list (Property Profile Account Notes) is current as we are trying to get the title cleaned up to sell property.

I do not know if you are a essential operation but would imagine you are not letting anyone in your facility so am trying to do this via email.

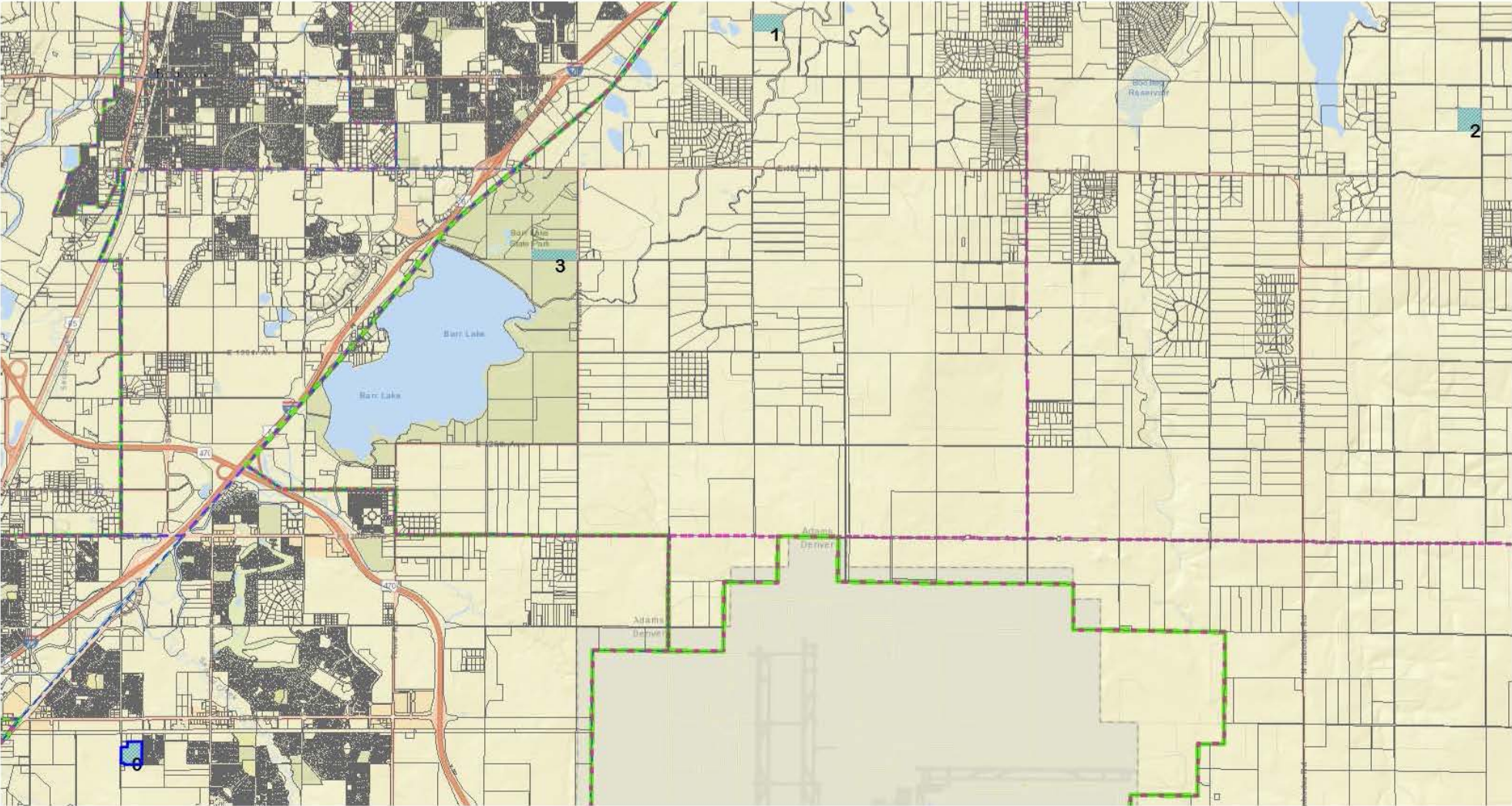
Thank you

Robert Stephen M 720-271-9336 H 303-452-6714

Rbstep@hotmail.co

Sent from my Galaxy Tab® A lean

COMPARABLES MAP



ADAMS COUNTY ASSESSOR'S Sales Comparables Market Adjustment Grid

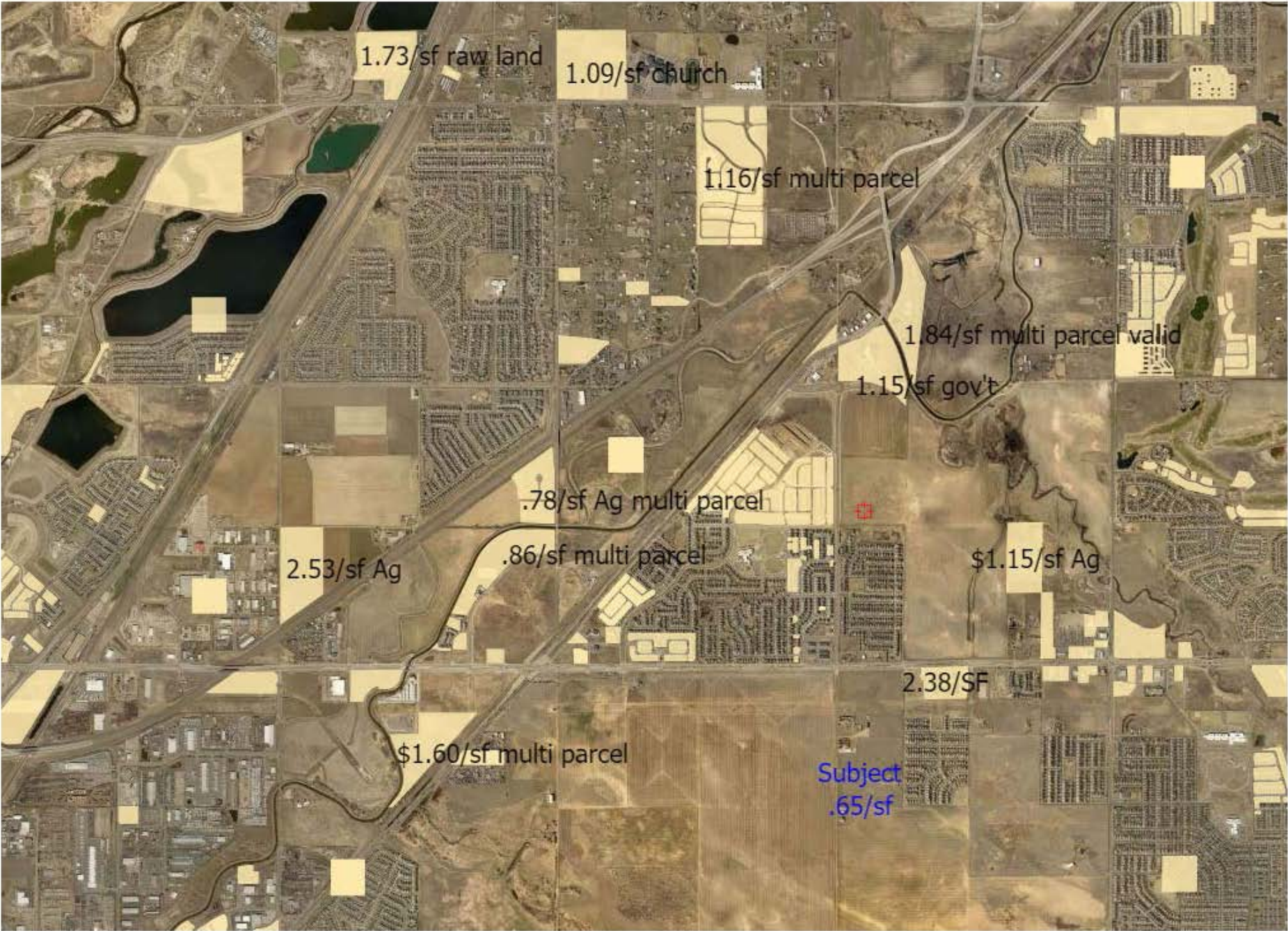
| Subject | Comp # 1 | Comp # 2 | Comp # 3 |
|------------------|------------------|------------------|--------------------|
| Sale Date | 10/02/2014 | 12/20/2017 | 05/19/2017 |
| Sale Price | \$0 | \$580,000 | \$568,000 |
| TmAdj Sale Price | \$0 | \$609,580 | \$630,764 |
| Parcel Number | 0172300000147 | 0156700000311 | 0156509100005 |
| Account Number | R0080065 | R0000995 | R0122475 |
| Street Address | 10070 POTOMAC ST | 16450 HARVEST RD | 15887 CAVANAUGH RD |

| | | | | | | | |
|------------------|---------------------|--------------------------|------------|--------------------------|------------|--------------------------|------------|
| TOTALIMPSF | 2440 | 4908 | \$0 | 11489 | \$0 | 2272 | \$0 |
| TOTALLANDSF | 0 | 0 | \$0 | 0 | \$0 | 0 | \$0 |
| NBHDANEXT | 530 - 1 | 101 - 00 | \$0 | 102 - 00 | \$0 | 101 - 00 | \$0 |
| OCCUPANCY | Single Family Resid | Single Family Residentia | \$0 | Single Family Residentia | \$0 | Single Family Residentia | \$0 |
| LANDNETACRE | 33.562557 | 35.9810 | \$0 | 39.3940 | \$0 | 35.10 | \$0 |
| BLTASDESCRIPTION | One and Half Story | Modular | \$0 | Ranch 1 Story | \$0 | Ranch 1 Story | \$0 |
| SF | 1408 | 2508 | (\$41,800) | 1625 | (\$8,246) | 1440 | (\$1,216) |
| QUALITY | Fair | Fair | \$0 | Fair | \$0 | Fair | \$0 |
| YEARBLT | 1901 | 1995 | \$0 | 2000 | \$0 | 1980 | \$0 |
| CONDITION | Fair | Average | (\$50,000) | Average | (\$50,000) | Average | (\$50,000) |
| BEDRMS | 3 | 4 | \$0 | 3 | \$0 | 3 | \$0 |
| BATHS | 1 | 5 | (\$21,000) | 3 | (\$10,500) | 2 | (\$5,250) |
| BSMNUNF | 0 | 0 | \$0 | 1218 | (\$30,450) | 0 | \$0 |
| BSMFIN | 0 | 0 | \$0 | 1075 | (\$26,875) | 0 | \$0 |
| GARATT | 0 | 0 | \$0 | 0 | \$0 | 576 | (\$2,880) |
| GARDET | 0 | 768 | (\$3,840) | 0 | \$0 | 864 | (\$4,320) |
| OUTBLDGSF | 1032 | 2400 | (\$6,840) | 9864 | (\$44,160) | 832 | \$1,000 |
| LOCATION | LOCATION | LOCATION | \$263,000 | LOCATION | \$293,000 | LOCATION | \$263,000 |

| | | | | | | | |
|-------------------------|----------------|---------------------------|--------------|---------------------------|--------------|---------------------------|--------------|
| Final Market Value | \$1,033,291.00 | \$ Adjustment | \$139,520.00 | \$ Adjustment | \$122,769.00 | \$ Adjustment | \$200,334.00 |
| Final Market Value / SF | \$423.48 | Gross % Adjustment | 63.4010% | Gross % Adjustment | 73.4397% | Gross % Adjustment | 65.5332% |
| | | Net % Adjustment | 22.8879% | Net % Adjustment | 19.4635% | Net % Adjustment | 40.0668% |
| | | Adjusted Sales Price | \$749,100.00 | Adjusted Sales Price | \$753,533.00 | Adjusted Sales Price | \$700,334.00 |
| | | Adjusted Sales Price / SF | \$307.01 | Adjusted Sales Price / SF | \$308.82 | Adjusted Sales Price / SF | \$287.02 |

LAND SALES

Pg 1 of 2



LAND SALES

Pg 2 of 2

Prairie Farm, Buffalo Highlands & Second Creek Farm



**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R0103071

Parcel No : 01825-08-2-01-003

Petition Year : 2019

Date Filed : March 6, 2020

Owner Entity : Regina L. Billinger

Owner Address : 6341 Knox Ct

Owner City : Denver

State : CO, 80221

Property Location : 6335/6341 Knox Ct, Denver, CO 80221

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT | | | |
|----------|----------|-------------------------------|----------------|----------------------------|----------------|----------------------|----------|--------------|---------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | | | | |
| REAL | 100 | L: | \$105,000 | \$7,508 | L: | \$105,000 | \$7,510 | A. Ratio | 7.15% |
| | | I: | \$230,000 | \$16,445 | I: | \$525,524 | \$37,570 | Mill Levy | 122.420 |
| TOTALS : | | | \$335,000 | \$23,950 | | \$630,524 | \$45,080 | Original Tax | \$5,519 |

Petitioner's Statement :

My property has been over valued by the Assessor. It could not possibly have, nor did it, double in value overnight. No improvements have been made. There are no landscaping, garages, carports or driveways. The area is unremarkable. See attached Zillow valuation & it is too high.

Assessor's Report

Situation :

The subject property is a one level duplex style home with a total of 1472 sf, 4 bedrooms and 2 bathrooms. No permits have been pulled on the property.

Action :

Research conducted of sales in the immediate area of similar style homes was conducted. An inspection from the public street was completed on 5.5.2020 showing the home to be average for the area.

Recommendation :

Upon further review, a reduction in value appears warranted. Please note that the owner has qualified for the Senior Exemption.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT | | | |
|----------|----------|---------------------------|----------------|-------------------|----------------|---------------------|----------|-------------|------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | Tax Refund | | | |
| REAL | 100 | L: | \$105,000 | \$7,510 | L: | \$105,000 | \$7,510 | Tax Refund | \$2,235.39 |
| | | I: | \$525,524 | \$37,570 | I: | \$270,000 | \$19,310 | | |
| TOTALS : | | | \$630,524 | \$45,080 | | \$375,000 | \$26,820 | Revised Tax | \$3,283.30 |

Eric I Norberg

Digitally signed by Eric I Norberg
DN: cn=Eric I Norberg, o, ou,
email=enorberg@adcogov.org, c=US
Date: 2020.06.09 13:41:54 -06'00'

June 9, 2020

Eric I. Norberg

Date

Real Estate Appraiser III, Adams County Assessor's Office
Colorado Licensed Appraiser AL01323002

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

COUNTY BOARD OF EQUALIZATION

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0103071 Parcel NO.(S) 01825-08-2-01-003

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

| | |
|--------------|-----------|
| Land | \$105,000 |
| Improvements | \$525,524 |
| Total | \$630,524 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

| | |
|--------------|-----------|
| Land | \$105,000 |
| Improvements | \$285,000 |
| Total | \$390,000 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: May 10, 2020

Regina L. Billinger
Petitioner's Representative
Regina L. Billinger
6341 Knox Ct
Denver, CO 80221

Eric I
Norberg
Assessor Representative
Adams County Assessor's Office

Digitally signed by Eric I Norberg
DN: cn=Eric I Norberg, o=Adams
County Assessor's Office, ou,
email=ENorberg@adcogov.org,
c=US
Date: 2020.02.25 14:02:23 -0500

117462

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

EW

Section I: Petitioner, please complete Section I only.

Date: March 3 2020
Month Day Year

Petitioner's Name: _____

Petitioner's Mailing Address: 6335 Knox Ct
Denver Colorado 80231
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) 0182508201003 PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 6335 KNOX CT
R0103071

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

My property has been over-valued by the Assessor. It could not possibly have, nor did it, double in value over night. No improvements have been made. There are no landscaping, garages, car ports or driveways. The area is unremarkable. Petitioner's estimate of value: \$335,000 (2019) See attached Zillow valuation
Value Year it is too high

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Regina L. Hallinger Daytime Phone Number (303) 427-0763
Petitioner's Signature Email _____

By _____ Daytime Phone Number (_____) _____
Agent's Signature Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision. § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

| | Actual | Tax Year Assessed | Tax |
|--------------|--------|-------------------|-------|
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer. § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the MOO.)

Assessor recommends denial for the following reason(s): _____

Assessor's or Deputy Assessor's Signature

RECEIVED
MAR 06 2020
OFFICE OF THE
ADAMS COUNTY ASSESSOR

Important Information and Instructions for Filing a Petition for Abatement or Refund of Taxes

- The abatement process is used to correct taxes that have been levied erroneously or illegally due to erroneous valuation for assessment, irregularity in levying, clerical error, or overvaluation, § 39-10-114(1)(a)(I)(A), C.R.S.
- The law states that if the property value was protested for the year(s) in question and a Notice of Determination was issued, no abatement or refund of taxes shall be made on grounds of overvaluation, § 39-10-114(1)(a)(I)(D), C.R.S.
- Abatements and refunds are limited by law to two years, § 39-10-114(1)(a)(I)(A), C.R.S. During calendar year 2020, a petitioner may only request an abatement or refund for tax years 2019 and/or 2018.
- To file for an abatement or refund of taxes, the owner/petitioner must complete **Section I** of the "**Petition for Abatement or Refund of Taxes**." The petitioner must submit the signed petition to the Adams County Assessor's Office ("Assessor").
- Property is valued based on the property's physical characteristics in place on January 1 of the valuation year in question.
- With the market approach to value, the actual value of real property is determined by analysis of comparable properties that sold within a specified time period. For tax years 2019 and 2020, that time period is January 1, 2017 through June 30, 2018. However, in cases where comparable sales are limited, the Assessor is authorized to consider sales that occurred prior to June 30, 2018, in six-month increments up to five years prior to June 30, 2018. If the petitioner attaches sales information to an abatement petition to support a lower valuation for the property, the information must be from the appropriate time period described above. Sales information submitted from outside the proper time period for a given tax year cannot be considered by the Assessor or the Board of County Commissioners ("Commissioners") when reviewing your abatement petition.
- The Assessor will review the submitted abatement petition and will recommend approval or denial to the Commissioners. The Commissioners may authorize the Assessor to approve petitions for abatement or refund for \$1,000 or less in taxes, per schedule, per year, provided the petitioner and the Assessor mutually agree to an adjustment.
- If the petition requires a hearing before a hearing officer designated by the Commissioners, the petitioner will be notified of the date and time of the hearing where the petitioner will have the opportunity to present information to support the request for abatement or refund. A representative from the Assessor will attend the hearing.
- After the hearing, the hearing officer will notify the petitioner of their decision to approve or deny the petition in whole or in part.
- If the abatement is approved by the Commissioners and the tax amount to be abated is \$10,000 or less, the Commissioners submit the petition to the Adams County Treasurer for processing.
- If the abatement is approved by the Commissioners and the tax amount to be abated is more than \$10,000, the abatement must be approved by the Property Tax Administrator at the Colorado Division of Property Taxation.
- If the petitioner is not satisfied with the Commissioners' decision or with the decision of the Property Tax Administrator, the petitioner may appeal to the State Board of Assessment Appeals. For additional information, contact the Board of Assessment Appeals at (303) 864-7710 or at <https://odola.colorado.gov/assessment-appeals>.





4 bd 2 ba 1,472 sqft

6335 Knox Ct, Denver, CO 80221

Off market Zestimate®: \$399,261 Rent Zestimate®: \$1,558/mo

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#) [Similar homes](#)

• Get a Zillow Offer

No staging, no showings, no repairs. Move when you're ready.

CASH OFFER

\$

500+ homeowners near you have requested an offer.

• Home value

Zestimate

\$399,261

Zillow Offer

[Get your Zillow Offer](#)

ZESTIMATE RANGE

\$379,000 - \$427,000

LAST 30 DAY CHANGE

+\$3,524 (+0.9%)

ONE YEAR FORECAST

\$410,081 (+2.7%)

[Zestimate history & details](#)

Comparable homes

Your private estimate

[Help](#)

\$

Similar homes nearby

Avg. sold price: \$441,044 Avg. \$/sqft: \$294



\$448,000

6370 Knox Ct, Denver, CO 80221

— bd

— ba

1.4k sqft



\$484,900

5291 Wyandot St, Denver, CO 80221

2 bd

1 ba

896 sqft



\$410,000

4545 W 63rd Pl, Arvada, CO 80003

4 bd

3 ba

2.1k sqft



\$400,000

3181 W 54th Ave, Denver, CO 80221

3 bd

2 ba

1.7k sqft

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. **Ways to sell your home**

Sell with Zillow Offers®

Get a no-obligation offer directly from Zillow. No staging, no hidden fees, no surprises.

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Zillow Premier Agents are among the best in the business. We'll match you with a top seller's agent in your area.

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Owner options

List your home for rent

Find your next renter with Zillow Rental Manager. Plus, with online applications, you can quickly screen prospective tenants – for free.

[Learn more](#)

\$1,558/mo

Rent Zestimate®

Refinance and save

Refinancing to a lower rate could help reduce your monthly payments and save thousands over the life of the loan.

[See today's rates](#)

\$1,940/mo

Est. payment

Overview

6335 Knox Ct, Denver, CO is a multiple occupancy home that contains 1,472 sq ft and was built in 1960. It contains 4 bedrooms and 2 bathrooms. The Zestimate for this house is \$399,261, which has increased by \$3,524 in the last 30 days. The Rent Zestimate for this home is \$1,558/mo, which has decreased by \$158/mo in the last 30 days.

Facts and features [Edit](#)

- **Type:** Multiple Occupancy

- o **Year built:**1960
- o **Heating:**Forced air
- o **Cooling:**Central
- o **Parking:**No Data
- o **HOA:**No Data

Interior details

Bedrooms and bathrooms

- Bedrooms: 4
- Bathrooms: 2

Heating

- Heating features: Forced air

Cooling

- Cooling features: Central

Other interior features

- Total interior livable area:1,472 sqft
- Fireplace: Yes

Property details

Property

- Stories: 1
- Exterior features: Stone

Lot

- Lot size: 0.2 acres

Other property information

- Parcel number:0182508201003

Construction details

Type and style

- Home type: Multiple Occupancy

Material information

- Roof: Composition

Condition

- New construction: No
- Year built: 1960

Notable dates

- Major remodel year: 1960

Building details

Management

- Pets allowed: Yes
- Rent control: No

Community and Neighborhood Details

Location

- Region: Denver

HOA and financial details

Other financial information

- Tax assessed value: \$306,544
- Annual tax amount: \$2,051
- See Data Sources

See more facts and features

Price and tax history

Price history

Price history is unavailable.

Tax history

| YEAR | PROPERTY TAXES | TAX ASSESSMENT |
|------|----------------|------------------|
| 2018 | \$2,051 | \$22,080 |
| 2017 | \$2,051 | \$22,080(+98.4%) |
| 2016 | -- | \$11,130(+42.1%) |

[See more tax history](#)

Find assessor info on the [county website](#)

• Neighborhood: 80221

This is a neutral market

This is a good area to be either a buyer or seller.

Neighborhood home value

[80221 home values](#) have risen **0.4%** over the past 12 months.

One-year prediction

Zillow predicts the home values in 80221 will increase **1.3%** in the next year.

Median home comparison

This home is valued **13.6%** higher than the median home in 80221

Median Zestimate®

\$351,576

See more neighborhood details

Nearby schools in Berkley

GreatSchools rating



3/10

[Josephine Hodgkins Elementary School](#)

- **Grades:**PK-5
- **Distance:**0.4 mi



4/10

[M. Scott Carpenter Middle School](#)

- **Grades:**6-8
- **Distance:**2 mi



2/10

[Westminster High School](#)

- **Grades:**9-12
- **Distance:**0.8 mi

About GreatSchools

GreatSchools ratings based on test scores and additional metrics when available.

[Read more](#)

[See more schools in Berkley](#)

• Similar homes for sale

[See all](#)



\$421,900

6783 Meade Cir, Westminster, CO 80030

3 bd

5 ba

1.7k sqft

Similar recently sold homes

[See all](#)



Sarborn, U. S. Geological Survey, USDA Farm Service Agency

\$495,000

3533 W 65th Ave, Denver, CO 80221

4 bd

2 ba

1.8k sqft



\$448,000

6370 Knox Ct, Denver, CO 80221

-- bd

-- ba

1.4k sqft



\$364,880

6760 Quivias Way, Denver, CO 80221

2 bd

3 ba

1.3k sqft



\$345,000

6779 Zenobia Loop Unit 1, Westminster, CO 80030

2 bd

2 ba

2.8k sqft

[See more similar recently sold homes](#)

• **Home shoppers are waiting**

- [More](#)



Imagery ©2020, Maxar Technologies, Sanborn, U.S. Geological Survey, USDA Farm Service Agency

| | | | | | |
|--|--|-----------------|----------------|-------------------|--|
| ABATEMENT FOR TAX YEAR: | | 2019 | | | |
| TODAYS DATE | | 06/12/20 | | | |
| BUSINESS NAME: | SNAVELY FOREST PRODUCTS INC- HQ | | | | |
| ACCOUNT NUMBER: | P0003253 | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | \$284,012 | \$82,360 | 100.745 | \$8,297.36 | |
| REVISED VALUE | \$177,042 | \$51,340 | 100.745 | \$5,172.25 | |
| ABATED VALUE | \$106,970 | \$31,020 | 100.745 | \$3,125.11 | |
| Provide your reason for the Abatement/Added in the space below: | | | | | |
| Double assessment for 2019. | | | | | |
| ADDED ASSESSMENT FOR TAX YEAR: <input type="text"/> | | | | | |
| BUSINESS NAME: | | | | | |
| ACCOUNT NUMBER: | | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | | \$0 | | \$0.00 | |
| REVISED VALUE | | \$0 | 0 | \$0.00 | |
| ADDED VALUE | \$0 | \$0 | 0 | \$0.00 | |

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 03 02 2020
Month Day Year

Petitioner's Name: Snavely Forest Products Inc
 Petitioner's Mailing Address: 600 Delwar Rd
Pittsburgh PA 15236
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) P0003253 PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 6777 Downing St

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Some of the PP was double assessed

Petitioner's estimate of value: \$ 177,042.00 (2019)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.


 Petitioner's Signature

Daytime Phone Number (412) 885-4000
 Email epham@stfusa.com

By _____ Daytime Phone Number (_____) _____
Agent's Signature*

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

| Section II: Assessor's Recommendation | | | |
|---|----------------|----------|-------|
| (For Assessor's Use Only) | | | |
| | Tax Year _____ | | |
| | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |
| <input type="checkbox"/> Assessor recommends approval as outlined above. | | | |
| If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S. | | | |
| Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.) | | | |
| <input type="checkbox"/> Assessor recommends denial for the following reason(s): | | | |
| _____ Assessor's or Deputy Assessor's Signature | | | |

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | | | |
|--------------|----------------|-----------------|------------|
| | Tax Year _____ | | |
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date _____

Assessor's or Deputy Assessor's Signature Date _____

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and
Name
Petitioner _____ (being present--not present), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

| | | |
|-------|----------------|--------------------|
| Year | Assessed Value | Taxes Abate/Refund |
| _____ | _____ | _____ |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this _____ day of _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date _____

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s)) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0097565 Parcel NO.(S) 0182335417013

2. The subject property is classified as a Commercial property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

| | |
|--------------|-----------|
| Land | \$96,250 |
| Improvements | \$472,231 |
| Total | \$568,481 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

| | |
|--------------|-----------|
| Land | \$96,250 |
| Improvements | \$344,750 |
| Total | \$441,000 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: June 12, 2020

Steve Chen

Petitioner's Representative
Mr. Steve Chen
C & X LLC
8908 W Gould Way
Littleton, CO 80123-2326

Deb Myer

Digitally signed by Deb Myer
DN: cn=Deb Myer, o=Adams
County, ou=Assessor's Office,
email=debmyer@adcogov.org, c=US
Date: 2020.06.12 10:15:31 -0500

Assessor Representative
Adams County Assessor's Office

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0097565**

Parcel No : **0182335417013**

Petition Year : **2019**

Petition Filed Date : **February 11, 2020**

Owner Entity : **C & X LLC**

Owner Address : **8908 W Gould Way**

Owner City : **Littleton**

State : **CO 80123 2326**

Property Location : **1695 Peoria Street, Aurora, CO**

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT |
|----------|----------|-------------------------------|----------------|----------------------------|----------------|--------------------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | |
| REAL | 353 | L: \$96,250 | \$27,910 | L: \$96,250 | \$27,910 | A. Ratio 29.00% |
| | | I: \$313,750 | \$90,990 | I: \$472,231 | \$136,950 | Mill Levy 117.794 |
| TOTALS : | | \$410,000 | \$118,900 | \$568,481 | \$164,860 | Original Tax \$19,419.52 |

Petitioner's Statement :

Petitioner's Statement : My taxes are incorrect because of overvaluation.

Assessor's Report

Situation :

Property classified as a retail store. The use is a non brand name restuarant. Owner of the property provided a copy of the lease which occurred during the base year period. The owner pays the property taxes and does not get reimbursed by the tenant.

Action :

Met with the taxpayer and reviewed the lease. I corrected the property classification from retail to restaurant. Taxpayer requests further considered the income approach to value. Correction to the occupied use of the property. The property has some deferred maintenance. Reviewed the actual income performance of the property with market assumptions for the restaurant, which is a change in use. Allowed half the lower estimate of the roof repair with the work he already did earlier this year for the repair. Refer income approach for details.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT |
|----------|----------|---------------------------|----------------|-------------------|----------------|-------------------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | Tax Refund |
| REAL | 350 | L: \$96,250 | \$27,910 | L: \$96,250 | \$27,910 | \$4,354.84 |
| | | I: \$472,231 | \$136,950 | I: \$344,750 | \$99,980 | |
| TOTALS : | | \$568,481 | \$164,860 | \$441,000 | \$127,890 | Revised Tax \$15,064.67 |

Deborah L. Myer

Appraiser

June 12, 2020

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 2 11 2020
Month Day Year

Petitioner's Name: STEVE CHEN
 Petitioner's Mailing Address: 8908 W Grand Way
Littleton CO 80123
 City or Town State Zip Code

| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
|------------------------------|--|
| <u># 0182335417013</u> | <u>1695 Peonia Street</u> <u>Avon, CO 80010</u> |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

My taxes are incorrect because of overvaluation.

Petitioner's estimate of value: \$ 410,000 2019
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Steve Chen Daytime Phone Number 720 975-3816
 Petitioner's Signature Email Steve.Chen.80123@gmail.com

By _____ Daytime Phone Number (_____) _____
 Agent's Signature*

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.
 If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

| Section II: Assessor's Recommendation (For Assessor's Use Only) | | | |
|--|----------------|----------|-------|
| | Tax Year _____ | | |
| | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: _____ Protest? No Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s): _____

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | Tax Year _____ | | |
|--------------|----------------|-----------------|------------|
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

 Petitioner's Signature Date

 Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and

Petitioner _____ (*being present--not present*), and WHEREAS, the said
Name Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

| Year | Assessed Value | Taxes Abate/Refund |
|-------|----------------|--------------------|
| _____ | _____ | _____ |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

 Secretary's Signature Property Tax Administrator's Signature Date

INCOME APPROACH FOR COMMERCIAL PROPERTIES

| RENTAL INCOME | | NRA | | NNN | |
|---|----------------------|--------------|---|------------|----------|
| <u>Industrial</u> | Industrial | | @ | = | \$0 |
| | Industrial | | @ | = | \$0 |
| | Industrial | | @ | = | \$0 |
| | Retail | | @ | = | \$0 |
| | Carwash | | @ | = | \$0 |
| | Restaurant | 2,465 SqFt | @ | = | \$39,440 |
| | Other | | @ | = | \$0 |
| | Office | SqFt | @ | = | \$0 |
| | | 2,465 | | | |
| <u>Miscellaneous and Other Income</u> | | | | | |
| | Parking Revenue | | | = | |
| | Miscellaneous Income | | | = | |

TOTAL MISCELLANEOUS AND OTHER INCOME

| | | | |
|--|--|------------------|-----------------|
| Potential Gross Income (Source: MKT) | | \$39,440 | |
| Less Vacancy and Collection Loss | 5% | -\$1,970 | |
| Effective Gross Income | | \$37,470 | |
| Less Owners Expenses | | -\$3,000 | |
| (Source: 8.0% MKT) | | | |
| Net Annual Income before Real Property Taxes | | \$34,470 | |
| | | 7.50% | |
| Indicated Property Value | | <u>\$459,600</u> | |
| | Rounded | \$459,600 | \$186 |
| Cost to cure | 2 estimates - Adj. from lower of two 1/2 from lower (36675) / 2 a Amortized | \$36,675 | \$18,338 |
| Indicated Value "As Is" via the Income Approach | | \$441,263 | |
| | Rounded | \$441,000 | \$179 |

Roof Estimate

| | |
|-------------------------------|----------------------------|
| Roof Estimate Repair | \$33,675 Contractor |
| Plus work already done | \$3,000 By taxpayer |
| | <u>\$36,675</u> |



Mr Steve Chen's Roof Proposal

March 05th,2020

CONTRACTOR'S INFO

| | | | |
|----------------------|--|---------------------|-----------------|
| Company: | Aurora Colorado Roofing | Estimate #: | 3 |
| Phone Number: | (303) 638-5452 | Prepared By: | Denisse Vergara |
| Address: | 6105 South Main St. Ste 200 Aurora, CO, 80016 | Valid Until: | April 4th, 2020 |
| Email: | kerry@denvercoloradoroof.c om | | |
| Website: | www.commercialroofingau ra.com | | |

PROJECT INFORMATION

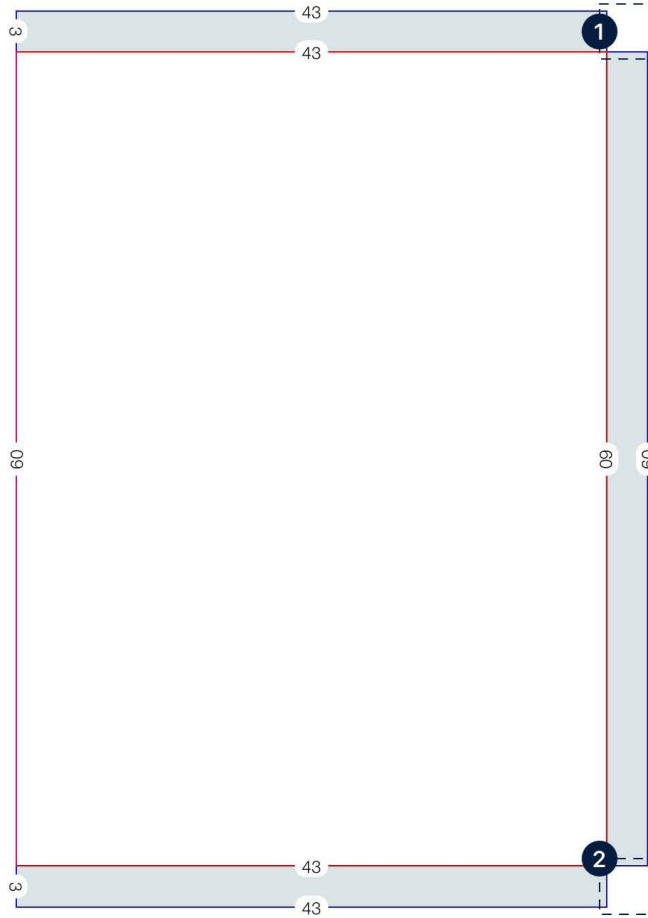
| | |
|-----------------------|--|
| Customer Name: | Mr Steve Chen |
| Phone Number: | 7209753816 |
| Address: | 1695 North Peoria St Aurora, Colorado,80010 |
| Roof Pitch | 0.5/12 |

MEASUREMENT REPORT

ROOF AREA
1695 NORTH PEORIA ST 80010



- Ridge
—
- Hip
—
- Valley
—
- Rake
—
- Eave
59' 9"
- Flashing
—
- Step Flashing
—
- Parapets
146' 3"



SCOPE OF WORK & MATERIAL SPECIFICATION

PRODUCT NAME



Supply & Install ArmourGard Ice & Water
Protector

| | |
|--------------------|--------------------|
| SUBTOTAL | \$33,674.52 |
| TOTAL + TAX | \$33,674.52 |

PAYMENT SCHEDULE

| | | | |
|---|-------------------|--------|-------------|
| 1 | Remaining balance | 50.00% | \$16,837.26 |
| 2 | Deposit | 50.00% | \$16,837.26 |

Aurora Colorado Roofing

Representative: _____

Date: _____

Accepted and Agreed by: _____

Date: _____

Signature



“Serving Customers with Candor and Transparency”

Prepared On: 3.11.2020

Version #: 1.2

ROOF INSPECTION & PROPOSAL

(All Information contained herein is private and confidential and shall not be shared with any competitor.)

Prepared For:

Customer Information

Steve Chen - 1695 W. Peoria St - Aurora, CO 80010

Contact Name: Steve Chen

Phone: 720-975-3816 - Email: stevechen80123@gmail.com

Location Information

Steve Chen - 1695 W. Peoria St - Aurora, CO 80010

Job Contact Name: Steve Chen

Phone: 720-975-3816 - Email: stevechen80123@gmail.com

Prepared By:

Project Information

Project Manager Name: TBD

Project Manager Phone/Email: TBD - TBD

Superintendent Name: TBD

Superintendent Phone/Email: TBD - Superintendent Email: TBD

Prepared By: Darren Oliver – Big Creek Roofing

6145 N. Broadway Ste. 2 - Denver, CO 80216

DenverCoRoofers.com - 303-309-9722





Executive Summary

Dear Steve,

On behalf of Big Creek Roofing & Restoration, I would like to thank you for your interest in our roofing services.

Big Creek Roofing & Restoration is exceptionally qualified to meet the needs of your property for several reasons. As a full-service General Contractor, we can help you address all your roofing and construction concerns. We understand the extreme climate of the Front Range and how current roofing materials perform.

You will get an experienced and well qualified team that will provide you with sound advice, reasonable explanations of procedures and solid results. Big Creek Roofing & Restoration is dedicated to customer service, safety and value. Our team of professionals demonstrates the highest level of commitment to communication, customer service and professional workmanship.

We understand the need to maintain production, safeguard stock, protect employees, guests and most importantly, address safety issues associated with roofing and construction projects.

We specialize in returning a property to its previous state quickly and professionally. Regardless of job size, all projects are dealt with in the same manner. A dedicated Project Coordinator/ point of contact will work on every detail of the project and stay in constant communication with you from the beginning and throughout the construction process to ensure that you stay informed and up to date with your build.

We are positive we will live up to your highest expectations and welcome the opportunity to work with you on this or any properties you may have. I am personally available to answer any questions you may have about this proposal.

We look forward to meeting with you to determine your unique roofing needs, and provide you with a solution, for your evaluation, to properly manage your investment in a roofing system.

Respectfully,

Darren Oliver



Table of Contents

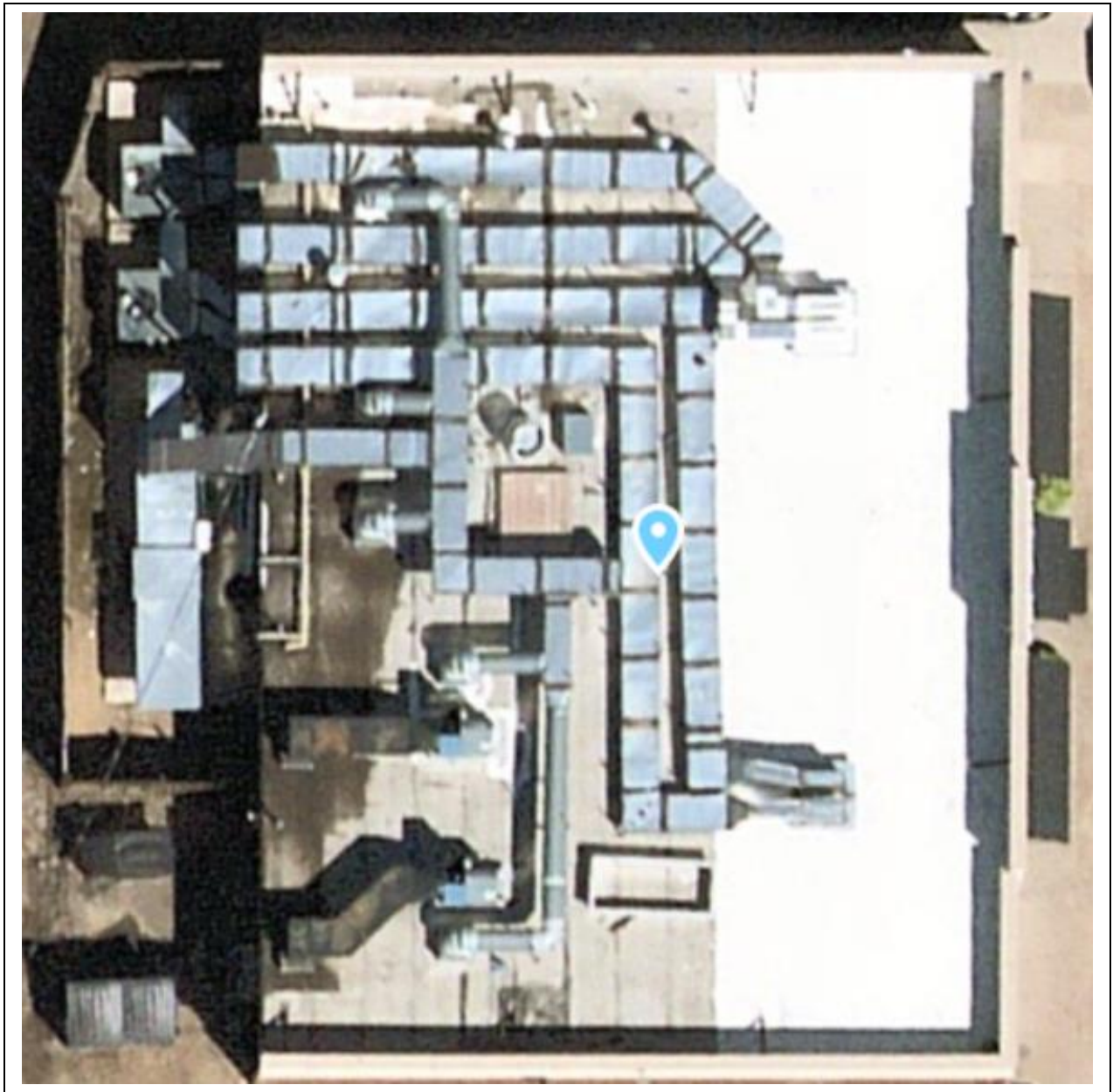
Skilled. Experienced. Trustworthy.

| <u>Items</u> | <u>Page</u> |
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| Overview Images..... | 6 |
| Defect Pictures | 8 |
| Roof Condition Summary..... | 10 |
| Construction Specification | 12 |
| Official Proposal Summary | 15 |
| References | 16 |



Drawing

Aerial Area Drawing (9.2019)



Aerial Area Drawing (8.2017)





Overview Images

Overview Images

Section: Looking North from South end of roof.



Section: Overview of more mechanical





Overview Images *cont.*

Overview Images

Section: Roofing between the mechanical.



Section: Image east looking west





Defect Images

Defect Images - Section: North east looking east.

Defect: Ponds of water sitting under mechanical.

Cause: Wear and tear, poor maintenance, and traffic.

Impact: Leakage, water ponds that's has leaked into decking and softened decking to a point of potential of stepping a hole in the roof and potential injury.

Solution: Rip and reroof with new PVC roofing system and replace decking where needed.



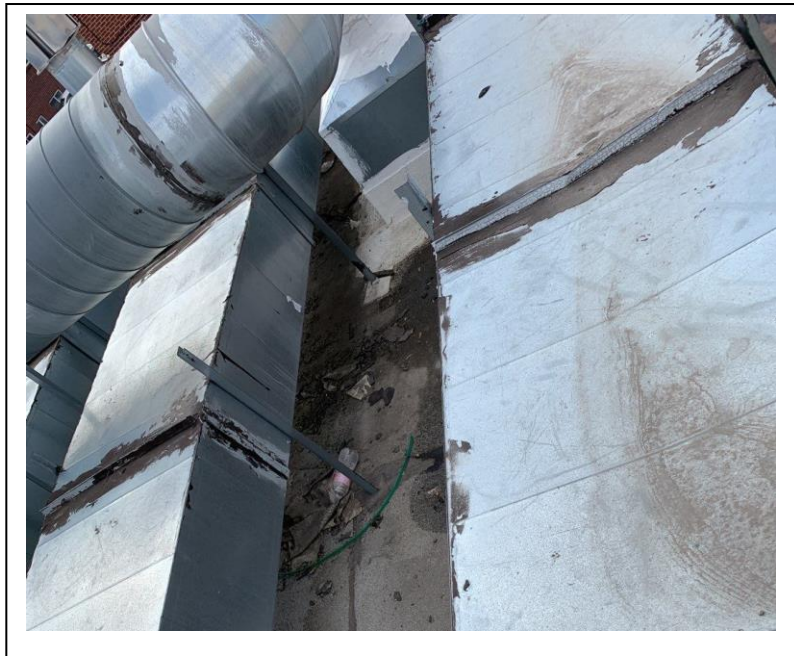
Defect Images - Section: 8' inside the north wall

Defect: Ponds of water sitting under mechanical.

Cause: Very low duct work, causing difficulty in maintaining roof maintenance and service.

Impact: Leakage, water ponds that's has leaked into decking and softened decking to a point of potential of stepping a hole in the roof and potential injury.

Solution: Rip and reroof with new PVC roofing system and replace decking where needed.



Defect Images - Section:

Defect: Ponds of water sitting around and under mechanical.

Cause: Deteriorated decking and very low duct work, causing difficulty in maintaining roof maintenance and service.

Impact: Additional roof damage and leakage, water ponds that's has leaked into decking and softened decking to a point of potential of stepping a hole in the roof and potential injury.

Solution: Rip and reroof with new tapered membrane and PVC roofing system.



Defect Images - Section:

Defect: Ponds of water sitting around and under mechanical.

Cause: Deteriorated decking and very low duct work, causing difficulty in maintaining roof maintenance and service.

Impact: Additional roof damage and leakage, water ponds that's has leaked into decking and softened decking to a point of potential of stepping a hole in the roof and potential injury.

Solution: Rip and reroof with new tapered membrane and PVC roofing system.





Roof Condition Summary

Roof Condition Summary

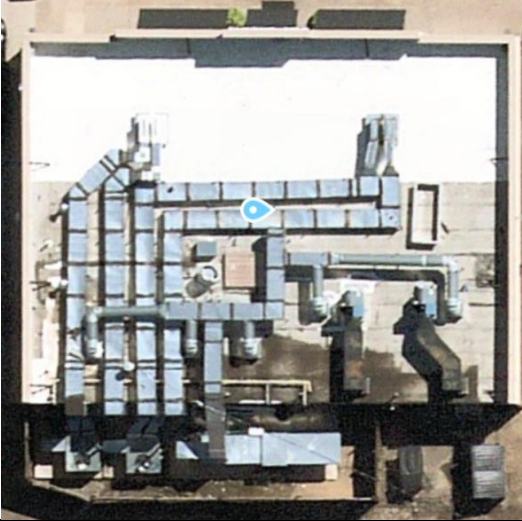
DESCRIPTION: Good – Fair – Poor – Very Poor – Extremely Poor

| Section | Sq. Footage | Leaks | Description |
|-------------|----------------|----------|----------------|
| Single Roof | +/- 2,500 SqFt | Multiple | Extremely Poor |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



Roof Condition Summary *CONT.*

Steve Chen - 1695 W. Peoria St - Aurora, CO 80010

| | | | |
|--|-----------------------------|-----------------|-----------|
| Section: Entire Roof | Sq. Footage: +/- 2,500 SqFt | Leaks: Multiple | |
|  | Core Analysis | | |
| | LAYER | MATERIAL | THICKNESS |
| | 1 | Rolled Asphalt | 3/16 |
| | | | |
| | | | |
| | | | |
| | | | |
| Core Comments: | | | |

Roof Condition Summary: We strive to provide our customers with comprehensive information as to their overall roof condition and life expectancy. The roof is in extremely poor condition. A new roof installation is highly recommended. This roofing work will require a full tear off which will eliminate costly repairs and work in the near future.

Membrane: This roof has damage to multiple areas of the decking and many areas of damage to the roofing component and needs to be replaced with tapered membrane to allow a steep enough slope to the roof to eliminate any future ponds of water and leakage. Owners with roof systems that are in this condition need to be aware of the risks associated with saturated insulation and deck deterioration that manifest due to delayed roof replacement.

Details: The details of the roof are in extremely poor condition and are currently allowing for moisture to enter into the roof system. While repairs to these details may provide short-term solutions to moisture entry, building owners should be immediately prepare for roof replacement. Building owners need to consider the risks associated with moisture infiltration into a roof system such as the need for insulation removal and decking deterioration.

Drainage: The roof currently does not drain at an acceptable level and is out of current code of such. Once it drains correctly Building owner should consider investing in a gutter system to control the water flow from the roof. This would include gutter and downspout cleaning, straining basket cleaning, etc.

Insulation: The insulation in the roof assembly may be in need of partial replacement, however we would not fully know until the tear off.

Deck: The structural deck of the roof appears to be damaged in a number of areas and the replacement cost may be additional to the current roof replacement proposal.



Construction Specification

Steve Chen - 1695 W. Peoria St - Aurora, CO 80010

Specifications For Big Creek PVC Adhered System

Sections included: Versico PVC 60Mil

Project Preparation:

Perform a pre-job meeting to determine jobsite logistics and safety requirements.

Furnish proposed construction schedule, if needed.

Furnish and install proper safety equipment in accordance with Big Creek's written safety program.

Safety Related

Furnish and install warning lines to identified areas associated with ground related roofing activities.

Store roofing materials in accordance with good roofing practices. Material placement will be to distribute weight loads throughout the entire roof area.

Surface Preparation:

Perform an infrared thermal scan to identify areas of wet insulation.

Core cuts will be performed to identify potential areas of wet insulation.

Remove areas identified as wet down to the structural deck and fill void with rigid insulation to level at a cost of \$5.50 per square foot (Cost included in Proposal). In the area of removal, the deck will be inspected and if it is not capable of providing an acceptable substrate for the installation of the new roof it will be replaced.

Remove and dispose of existing pitch pan(s) as needed. Remove existing coping and replaced.

Remove existing wall flashings to a workable surface and dispose of debris.

Membrane Attachment:

Furnish and install a layer tapered membrane to provide a 6" slope to the roofing system.

System Application:

Furnish a **Versico** 60 mil, PVC roofing membrane which is best suited for potential grease areas for restaurants.

Position the PVC membrane over the newly prepared substrate and allow the membrane sufficient time to "relax" prior to installation.

Adhere PVC membrane to the prepared surface. The seam shall overlap by no less than 4" and be treated with an appropriate Versico bonding adhesive.



Construction Specification cont.

Steve Chen - 1695 W. Peoria St - Aurora, CO 80010

HVAC, Curbed Penetrations and other Air Handling Unit Details

Furnish and install required number of pitch pans to secure HVAC supports (approximately 90). Adhere the PVC membrane up the curb using a bonding adhesive. Supply all corners for risers and secure them with PVC membrane and adhesive.

Parapet Wall Detail

Furnish and install a 12-18Versico PVC membrane to all Parapet walls with termination bars to secure PVC membrane to eliminate leakage at parapet walls

Pipes Less Than 6" In Diameter

Furnish and install appropriate number of pipe boots and secure.

Stacks Greater Than 6" In Diameter

Furnish and install 60 mil PVC membrane flashing.

Miscellaneous Projections

Furnish and install 60 mil PVC membrane flashing at roof projections.

Furnish and install new pitch pan(s) and/or ChemCurb(s) as needed.

New pitch pan(s) and/or ChemCurb(s) shall be installed utilizing mechanical fasteners and/or adhesives and topped with sealant.

Furnish and install PVC membrane flashing to meet the dimensions of the pitch pan(s). Furnish and install sealants to detail projections as needed.

Sheet Metal Accessories:

Re-install existing metal coping.

Furnish and install new retrofit drain inserts into existing drains.

Standard Operating Procedures:

Employee Professionalism

All work shall be performed in a safe, professional manner in compliance with Big Creek policy.



Construction Specification *cont.*

Steve Chen - 1695 W. Peoria St - Aurora, CO 80010

Permits

Big Creek will supply the necessary permits for the project.

Nightly Tie-In's

Depending on new roof system being installed, temporary water cut-offs are to be constructed at the end of each working day to protect the newly installed roof system and building interior.

Clean Up

All work premises will be cleaned daily during the construction process and at the completion of the project.

Satellite Dishes

Satellite dishes (if any) may need to be moved during roof construction. **Big Creek** will coordinate this effort on your behalf with your satellite company and they can bill you directly for re-calibration.

Job Acceptance and Punch List

Conduct a post job walk through for final sign-off of our job completion form.

Warranty

Upon purchase of the roofing system, you become entitled to receive the benefits of single source responsibility through **Big Creek's** comprehensive written warranty. This warranty protects your roof against defects in materials or workmanship. If your roof leaks at any time during the warranty period, we will provide complete warranty service.

| Quote Name | Section Name | Length |
|-------------|---------------|--------|
| All Quotes. | All Sections. | 20 |

Big Creek Corporation disclaims any and all responsibility for pre-existing conditions including, but not limited to: structural damage or deficiencies, clogged drains, mold growth, excessive standing water, removal of hazardous material or other hidden deficiencies such as; damaged or leaking skylights, HVAC units/conduits, electrical or gas lines. This proposal does not cover, and in no case shall Big Creek be liable for, the removal of, or damage to, HVAC units/conduits, gas lines, water lines, electric lines, or conduits, whether located above, below, or in the roof system, lightning protection systems, landscaping, communication cable, communication devices, or other devices, including recalibration of satellites. It is the building owner's financial obligation to provide corrective measures.

Recommended Accessory Options to Consider:



Official Proposal Summary

Steve Chen - 1695 W. Peoria St - Aurora, CO 80010

| Quote | Section | Sq Ft. | System | Warranty* | Price |
|--------|--------------------|-----------|--------|-----------|----------|
| DO1251 | Entire Roof System | +/- 2,500 | PVC | 20 | \$79,797 |
| | | | | | |
| | | | | | |
| | | | | | |

Entire Roof System Investment includes ALL Material, Labor, Permit Fee – Roofing, Dumpster, Crane (HVAC), Parapet Metal Porta Potty, Supervision, Safety, Gutters, Warranty, HVAC, Insulation, Carpentry, Metal, and Electrical.

* Roof system warranties protect your roof against defects in materials or workmanship for the specified period as outlined in the Big Creek Non-Prorated Limited Roof Warranty or the manufacturer's warranty.

| |
|------------------|
| Comments: |
| |
| |
| |

Terms: NET 30 DAYS - Bill to: _____

Name of Big Creek Authorized Signer

Company Name Authorized Signer

Big Creek Authorized Signature

Company Name Authorizing Signature

The quotes appearing in this Proposal have been calculated based on current prices for the component building materials. However, the market for building materials is considered to be volatile, and sudden price increases could occur through no fault of Big Creek. Since the quotes are material terms of this Proposal, Big Creek exclusively reserves the right to revoke, without written notice, the quotes at any time prior to a valid purchase order or fully executed contract. This quote does not include any supplemental deck attachment as may be required by Factory Mutual Global (FM). Please note that should FM and/or you require such deck attachment, additional costs will be estimated and added as a separate item to the overall cost of this project.



References

Name – Address – City, ST Zip

Colorado State Capital

200 E. Colfax Ave, Denver, CO 80203

Remove and replace 70 SQ's natural slate roofing and custom copper flashings.

Rich Mendez – rmendez@fransenpittman.com 303-783-3900

Cheyenne Mountain Resort

4494 Broadmoor Valley Rd, Colorado Springs, CO 80906

Remove and replace 80 SQ's TPO roofing on barrel gym roof, restorative framing and decking repairs, and gutter installation.

Jay Smartz 303-588-6383

Poet's Row

1121 Sherman St. Denver, CO 80203

Remove and replace 600 SQ's TPO and flashings.

Jay Smartz 303-588-6383

Highlands Ranch Recreational District

9568 S University Blvd

Highlands Ranch, CO 80126

Service contract since 2017, EPDM, TPO repairs, service, replacements.

Steve Lang 303-718-4728

745 Sherman

745 Sherman St. Denver 80203

Commercial Building: 50 SQ's fully adhered TPO removed multiple layers, upgrade insulation, misc. framing, parapet metal, and taper system.

Kevin Larson 303-886-0343

8 Broadway

8 Broadway Denver, 80203

Apartment Building

Remove and replace 70 SQ's asphalt shingles with new decking and 50 SQ's TPO Roofing.

Nick Gardner 310-291-4992

| | | | | | |
|-------------------------|---------------------------|----------|---------|------------|--|
| ABATEMENT FOR TAX YEAR: | | | 2019 | | |
| TODAYS DATE | | 05/18/20 | | | |
| BUSINESS NAME: | ATARA BIOTHERAPEUTICS INC | | | | |
| ACCOUNT NUMBER: | P0036294 | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | \$145,613 | \$42,230 | 117.794 | \$4,974.44 | |
| REVISED VALUE | \$0 | \$0 | 117.794 | \$0.00 | |
| ABATED VALUE | \$145,613 | \$42,230 | 117.794 | \$4,974.44 | |

Provide your reason for the Abatement/Added in the space below:

Double Assessment with P0035788. County Error.

ADDED ASSESSMENT FOR TAX YEAR:

| | | | | | |
|-----------------|--------|----------|------|---------|--|
| BUSINESS NAME: | | | | | |
| ACCOUNT NUMBER: | | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | | \$0 | | \$0.00 | |
| REVISED VALUE | | \$0 | 0 | \$0.00 | |
| ADDED VALUE | \$0 | \$0 | 0 | \$0.00 | |

PETITION OR REFUND OF TAXES

County: Adams

Date Received **RECEIVED**
(Use Assessor's or Commissioner's Stamp)

Section I: Petitioner, please complete Section I only.

APR 29 2020

Date: 04/13/2020
Month Day Year

Petitioner's Name: Atara Biotherapeutics Inc

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Petitioner's Mailing Address: 611 Gateway Blvd Ste 900
South San Francisco CA 94080-7014
City or Town State Zip Code

| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
|------------------------------|---|
| <u>P0036294</u> | <u>12635 E Montview Blvd Ste 300</u> |
| | |
| | |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2018 and 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

This is a double assessment with P0035788.

Petitioner's estimate of value: \$ 0.00 (2018) and \$ 0.00 (2019)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

By: *Don Kim*
Petitioner's Signature
28A57A9BF81312...

Daytime Phone Number (650) 465-7709
dkim@atarabio.com

By: _____
Agent's Signature*

Daytime Phone Number () _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.6(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

| | Tax Year _____ | | | Tax Year _____ | | |
|--------------|----------------|----------|-------|----------------|----------|-------|
| | Actual | Assessed | Tax | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ | _____ | _____ | _____ |

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | Tax Year _____ | | | Tax Year _____ | | |
|--------------|----------------|----------|-------|----------------|----------|-------|
| | Actual | Assessed | Tax | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____ / ____ / ____, at which meeting there were present the following members:

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and

Petitioner _____ (*being present--not present*), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

| Year | Assessed Value | Taxes Abate/Refund | Year | Assessed Value | Taxes Abate/Refund |
|-------|----------------|--------------------|-------|----------------|--------------------|
| _____ | _____ | _____ | _____ | _____ | _____ |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature

Property Tax Administrator's Signature Date

| | | | | | |
|--------------------------------|----------------------------------|-----------------|----------------|-------------------|--|
| ABATEMENT FOR TAX YEAR: | | 2018 | | | |
| TODAYS DATE | | 05/18/20 | | | |
| BUSINESS NAME: | ATARA BIOTHERAPEUTICS INC | | | | |
| ACCOUNT NUMBER: | P0036294 | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | \$153,272 | \$44,450 | 118.303 | \$5,258.57 | |
| REVISED VALUE | \$0 | \$0 | 118.303 | \$0.00 | |
| ABATED VALUE | \$153,272 | \$44,450 | 118.303 | \$5,258.57 | |

Provide your reason for the Abatement/Added in the space below:

Double Assessment with P0035788. County Error.

ADDED ASSESSMENT FOR TAX YEAR:

| | | | | | |
|------------------------|---------------|-----------------|-------------|----------------|--|
| BUSINESS NAME: | | | | | |
| ACCOUNT NUMBER: | | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | | \$0 | | \$0.00 | |
| REVISED VALUE | | \$0 | 0 | \$0.00 | |
| ADDED VALUE | \$0 | \$0 | 0 | \$0.00 | |

...T OR REFUND OF TAXES

County: Adams

Date Received APR 29 2020
(Use Assessor's or Commissioner's Stamp) **RECEIVED**

Section I: Petitioner, please complete Section I only.

Date: 04/13/2020
Month Day Year

Petitioner's Name: Atara Biotherapeutics Inc

Petitioner's Mailing Address: 611 Gateway Blvd Ste 900
South San Francisco CA 94080-7014
City or Town State Zip Code

OFFICE OF THE
ADAMS COUNTY ASSESSOR

| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
|------------------------------|---|
| <u>P0036294</u> | <u>12635 E Montview Blvd Ste 300</u> |
| | |
| | |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2018 and 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

This is a double assessment with P0035788.

Petitioner's estimate of value: \$ 0.00 (2018) and \$ 0.00 (2019)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

DocuSigned by:
Doh Kim
29A57A9BF813... Petitioner's Signature

Daytime Phone Number (650) 465-7709
dkim@atarabio.com

By _____
Agent's Signature*

Daytime Phone Number ()

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

| | Tax Year _____ | | | Tax Year _____ | | |
|--------------|----------------|----------|-------|----------------|----------|-------|
| | Actual | Assessed | Tax | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ | _____ | _____ | _____ |

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
 (Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | Tax Year _____ | | | Tax Year _____ | | |
|--------------|----------------|----------|-------|----------------|----------|-------|
| | Actual | Assessed | Tax | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

 Petitioner's Signature Date

 Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
 (Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

 Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and Name
 Petitioner _____ (being present--not present), and WHEREAS, the said Name
 County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

| Year | Assessed Value | Taxes Abate/Refund | Year | Assessed Value | Taxes Abate/Refund |
|-------|----------------|--------------------|-------|----------------|--------------------|
| _____ | _____ | _____ | _____ | _____ | _____ |

 Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this ____ day of _____, _____
 Month Year

 County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
 (For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s): _____

 Secretary's Signature

 Property Tax Administrator's Signature Date

| | | | | | |
|-------------------------|--|-----------|----------|---------|------------|
| ABATEMENT FOR TAX YEAR: | | 2019 | | | |
| TODAYS DATE | | 05/18/20 | | | |
| BUSINESS NAME: | | P R G | | | |
| ACCOUNT NUMBER: | | P0028335 | | | |
| PARCEL NUMBER: | | | | | |
| | | ACTUAL | ASSESSED | MILL | TAX |
| | | VALUE | VALUE | LEVY | DOLLARS |
| ORIGINAL VALUE | | \$198,443 | \$57,550 | 117.794 | \$6,779.04 |
| REVISED VALUE | | \$0 | \$0 | 117.794 | \$0.00 |
| ABATED VALUE | | \$198,443 | \$57,550 | 117.794 | \$6,779.04 |

Provide your reason for the Abatement/Added in the space below:

Business gone prior to 1/1/19. Taxpayer error as taxpayer filed a 2019 declaration schedule.

ADDED ASSESSMENT FOR TAX YEAR:

| | | | | | |
|-----------------|--|--------|----------|------|---------|
| BUSINESS NAME: | | | | | |
| ACCOUNT NUMBER: | | | | | |
| PARCEL NUMBER: | | | | | |
| | | ACTUAL | ASSESSED | MILL | TAX |
| | | VALUE | VALUE | LEVY | DOLLARS |
| ORIGINAL VALUE | | | \$0 | | \$0.00 |
| REVISED VALUE | | | \$0 | 0 | \$0.00 |
| ADDED VALUE | | \$0 | \$0 | 0 | \$0.00 |

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

Section I: Petitioner, please complete Section I only.

Date: 4 16 2020
Month Day Year

APR 29 2020

Petitioner's Name: Production Resources Group, LLC (PRG)

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Petitioner's Mailing Address: 539 Temple Hill Rd

New Windsor

NY

12553-5533

City or Town

State

Zip Code

SCHEDULE OR PARCEL NUMBER(S)

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

P0028335

13450 Smith Rd #100, Aurora

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

PRG vacated the premises of 13450 Smith Rd #100 as of 4/1/2018. All warehouse and sales office assets were either transferred to another location outside of Adams County, disposed or abandoned prior to 1/1/2019. See attached lease agreement and the final walk-through email correspondence for support. We kindly request the abatement of the 2019 tangible personal property assessment.

Petitioner's estimate of value: \$ 0 (2019)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature
Angela Libertini
By _____
Agent's Signature*

Daytime Phone Number (845) 567-6161
Email Daniel.Zuber@prg.com
Daytime Phone Number (703) 245-9736
Email angela.libertini@altusgroup.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

| Section II: Assessor's Recommendation | | | |
|---|-----------------|----------|-------|
| (For Assessor's Use Only) | | | |
| | Tax Year: _____ | | |
| | Actual | Assessed | Tax |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |
| <input type="checkbox"/> Assessor recommends approval as outlined above. | | | |
| If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S. | | | |
| Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.) | | | |
| <input type="checkbox"/> Assessor recommends denial for the following reason(s): | | | |
| _____ | | | |
| Assessor's or Deputy Assessor's Signature | | | |

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

| | | | |
|--------------|----------------|-----------------|------------|
| | Tax Year _____ | | |
| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature _____ Date _____

Assessor's or Deputy Assessor's Signature _____ Date _____

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and

Petitioner _____ (*being present--not present*), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

| | | |
|------|----------------|--------------------|
| Year | Assessed Value | Taxes Abate/Refund |
| | | |

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature _____ Property Tax Administrator's Signature _____ Date _____

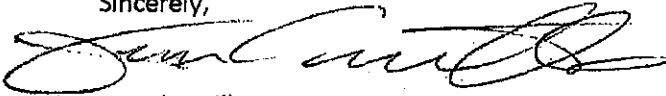
December 17, 2019

To Whom It May Concern:

We have engaged the firm of Altus Group US Inc. to assist us in the property reporting of personal property in accordance with personal property tax laws. **This letter serves to authorize Altus Group US Inc. to represent Production Resources Group LLC (aka PRG LLC) and all subsidiaries** before any and all taxing jurisdictions, assessors, appraisers, etc. in connection with the assessment and taxation of personal property.

If you have any questions, please do not hesitate to call Angela Libertini (Altus Group US Inc.) at 703-245-9736 or email at angela.libertini@altusgroup.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Cirillo", written over a horizontal line.

Joseph Cirillo
Senior Vice President of Finance
Production Resources Group LLC

Angela Libertini

From: Melissa Sims <MSims@prg.com>
Sent: Thursday, April 16, 2020 4:06 PM
To: Megan Strom
Subject: FW: Walkthrough
Attachments: Smith Road Lease november 2010.pdf

Here is the walk throw discussion which to me would show that we moved out end of March beginning of April 2018. I also attached the lease. These combined should be our proof.

Best Wishes,

Melissa Sims | Paralegal

Production Resource Group, L.L.C.

Phone: 845.567.5760
Email: msims@prg.com

From: Rick Lamp <RLamp@prg.com>
Sent: Thursday, April 16, 2020 2:59 PM
To: Melissa Sims <MSims@prg.com>
Subject: FW: Walkthrough



Rick Lamp
VP of Procurement

Production Resource Group, LLC

Phone +1 720 440 8361
Mobile +1 702 296 4639
Email rlamp@prg.com
Web www.prg.com

5000 Dahlia St #D
Denver, CO 80216

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From: Cheryl Cole <CCole@LPC.com>
Sent: Wednesday, March 28, 2018 10:48 AM
To: Rick Lamp <RLamp@prg.com>
Cc: Mark Dwyer <mdwyer@LPC.com>
Subject: RE: Walkthrough

Thank you, Rick.



Cheryl Cole, Property Manager
2000 S. Colorado Blvd. | 475 17th Street
Annex Ste. 300 | Suite 940
Denver, CO 80222 | Denver, CO 80202
O - 303.893.1886 | Q - 303.292.2124
F - 303.893.4055 | F - 303.292.2149
ccole@lpc.com | www.lpcdenver.com

From: Rick Lamp [<mailto:RLamp@prg.com>]
Sent: Wednesday, March 28, 2018 10:34 AM
To: Cheryl Cole <CCole@LPC.com>
Cc: Mark Dwyer <mdwyer@LPC.com>
Subject: RE: Walkthrough

Cheryl,

Please send the deposit refund to:

PRG Las Vegas
Attn: Karolin Kirkpatrick
6050 S Valley View Blvd
Las Vegas, NV 89118

Karolin is our controller in Las Vegas



Rick Lamp

Production Resource Group, LLC

Phone +1 720 440 8361
Mobile +1 702 296 4639
Fax +1 720 440 8331
Email rlamp@prg.com
Web www.prg.com

**13450 Smith Road Suite 100
Aurora, CO 80011**

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From: Cheryl Cole [<mailto:CCole@LPC.com>]
Sent: Wednesday, March 28, 2018 9:03 AM
To: Rick Lamp <RLamp@prg.com>
Cc: Mark Dwyer <mdwyer@LPC.com>
Subject: RE: Walkthrough

I'm sorry for the conflict. I just learned yesterday that John is going to be out for the next two days, so we need to have our part done today.

I will be contacting our building painting company for a cost to paint (and patch if necessary) the area where the PRG sign was removed from the building. I will let you know that cost just as soon as I receive it.

Have a good day!



Cheryl Cole, Property Manager
2000 S. Colorado Blvd. | 475 17th Street
Annex Ste. 300 | Suite 940
Denver, CO 80222 | Denver, CO 80202
O - 303.893.1886 | O - 303.292.2124
F - 303.893.4055 | F - 303.292.2149
ccole@lpc.com | www.lpcdenver.com

From: Rick Lamp [<mailto:RLamp@prg.com>]
Sent: Wednesday, March 28, 2018 8:59 AM
To: Cheryl Cole <CCole@LPC.com>
Cc: Mark Dwyer <mdwyer@LPC.com>
Subject: Re: Walkthrough

I spoke with John. Unfortunately I have a conflict at that time. The alarm is off so they can access the unit. He is going to contact me if he sees any issues. I would like to be there but I have meetings lined up all morning.

Rick Lamp
702-296-4639

On Mar 28, 2018, at 8:55 AM, Cheryl Cole <CCole@LPC.com> wrote:

Rick, I apologize, John recalled that he has an appointment at 1:00. They are going to meet at 11:00 AM instead.

<image001.png>

Cheryl Cole, Property Manager
2000 S. Colorado Blvd. | 475 17th Street
Annex Ste. 300 | Suite 940
Denver, CO 80222 | Denver, CO 80202
O - 303.893.1886 | O - 303.292.2124
F - 303.893.4055 | F - 303.292.2149
ccole@lpc.com | www.lpcdenver.com

From: Rick Lamp [<mailto:RLamp@prg.com>]
Sent: Wednesday, March 28, 2018 8:13 AM
To: Cheryl Cole <CCole@LPC.com>
Cc: Mark Dwyer <mdwyer@LPC.com>
Subject: RE: Walkthrough

1pm is fine. Everything remaining in the space has been purchased by GT seat covers.

<image002.png>
Rick Lamp

<image003.png>

Production Resource Group, LLC

Phone +1 720 440 8361
Mobile +1 702 296 4639
Fax +1 720 440 8331
Email rlamp@prg.com
Web www.prg.com

**13450 Smith Road Suite 100
Aurora, CO 80011**

<image003.png>

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From: Cheryl Cole [<mailto:CCole@LPC.com>]
Sent: Wednesday, March 28, 2018 8:12 AM
To: Rick Lamp <RLamp@prg.com>
Cc: Mark Dwyer <mdwyer@LPC.com>
Subject: Walkthrough

Rick, I am trying to arrange a walkthrough of the space for 1:00 this afternoon. I am out this week and can't be there in person, but I'm trying to arrange for Kaitlyn to be there with John Trujillo. John mentioned that he thought you had the space nicely swept, etc., so I doubt that there will be much to look at!

If you can't make it this afternoon, that is fine. I will contact you with any comments we have.

I will also confirm with you once I have confirmation of 1:00.

Thanks,

<image001.png>

Cheryl Cole, Property Manager
2000 S. Colorado Blvd. | 475 17th Street,
Annex Ste. 300 | Suite 940
Denver, CO 80222 | Denver, CO 80202
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ccole@lpc.com | www.lpcdenver.com

STANDARD INDUSTRIAL LEASE AGREEMENT

Between

COLUMBIA COLORADO SMITH INDUSTRIAL, LLC
a Delaware limited liability company

as Landlord

and

PRODUCTION RESOURCE GROUP, L.L.C.,
a Delaware limited liability company

as Tenant

Premises Location: 13450 Smith Road, Suite 100
Aurora, CO 80011

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- EXHIBIT D – Environmental Questionnaire

STANDARD INDUSTRIAL LEASE AGREEMENT

THIS STANDARD INDUSTRIAL LEASE AGREEMENT (this "Lease"), dated as of _____, 2010, is made and entered into by and between COLUMBIA COLORADO SMITH INDUSTRIAL, LLC, a Delaware limited liability company, hereinafter referred to as "Landlord," and PRODUCTION RESOURCE GROUP, L.L.C., a Delaware limited liability company, hereinafter referred to as "Tenant."

BASIC LEASE PROVISIONS

- | | | | | | | | | | | | | | | | | | | |
|--------------------|---|---|-------------|--------|-------------|------------|--------------|------------|--------------|------------|--------------|--------------------|--------------|------------|--------------|------------|------------------|------------|
| 1 | Landlord: Address (for notices) (§ 22.21): | COLUMBIA COLORADO SMITH INDUSTRIAL, LLC c/o Lincoln Property Company 2000 South Colorado Blvd, Suite 1-3700 Denver, CO 80222 <i>With a copy to</i> Lincoln GP Advisory Group, Inc. 120 North LaSalle Street, Suite 1750 Chicago, IL 60602 Attn. Gary Kobus <i>All Rent shall be sent to:</i> COLUMBIA COLORADO SMITH INDUSTRIAL, LLC P.O. Box 848138-46 Dallas, TX 75284-8138 | | | | | | | | | | | | | | | | |
| | Address (for Rent): | | | | | | | | | | | | | | | | | |
| 2 | Tenant: Address (for notices) (§ 22.21): | Production Resource Group, L.L.C. <hr/> | | | | | | | | | | | | | | | | |
| 3 | Area of Premises (§ 1.1): | Approximately 27,748 rentable square feet | | | | | | | | | | | | | | | | |
| 4 | Building Address (§ 1.1): | 13450 Smith Road Aurora, CO 80011 | | | | | | | | | | | | | | | | |
| 5 | Commencement Date (§ 1.2): | The later of (i) November 1, 2010; or (ii) the date on which the Landlord's Work is substantially complete. | | | | | | | | | | | | | | | | |
| 6 | Term (§ 1.2): | Eighty-eight (88) months from the Commencement Date. | | | | | | | | | | | | | | | | |
| 7 | Rent Commencement Date (§ 2.1): | Same as Commencement Date. | | | | | | | | | | | | | | | | |
| 8 | Monthly Base Rent (§ 2.1): | <table border="0"> <tr><td>*Months 1-4</td><td>\$0.00</td></tr> <tr><td>Months 5-16</td><td>\$7,283.85</td></tr> <tr><td>Months 17-28</td><td>\$7,315.08</td></tr> <tr><td>Months 29-40</td><td>\$7,746.32</td></tr> <tr><td>Months 41-52</td><td>\$7,977.53</td></tr> <tr><td>Months 53-64</td><td>\$8,208.78</td></tr> <tr><td>Months 65-76</td><td>\$8,440.02</td></tr> <tr><td>Months 77-88</td><td>\$8,671.25</td></tr> </table> <p>*Notwithstanding that Tenant has no obligation to pay the monthly Base Rent that is applicable to the first four (4) months of the Term (collectively, the "Rent Abatement"), Tenant shall, at all times during such period, remain liable for the cost of all utilities consumed within the Premises and Tenant's Proportionate Share of Operating Expenses, Taxes, and Landlord's costs of providing insurance for the Project in accordance with the terms of this Lease.</p> | *Months 1-4 | \$0.00 | Months 5-16 | \$7,283.85 | Months 17-28 | \$7,315.08 | Months 29-40 | \$7,746.32 | Months 41-52 | \$7,977.53 | Months 53-64 | \$8,208.78 | Months 65-76 | \$8,440.02 | Months 77-88 | \$8,671.25 |
| *Months 1-4 | \$0.00 | | | | | | | | | | | | | | | | | |
| Months 5-16 | \$7,283.85 | | | | | | | | | | | | | | | | | |
| Months 17-28 | \$7,315.08 | | | | | | | | | | | | | | | | | |
| Months 29-40 | \$7,746.32 | | | | | | | | | | | | | | | | | |
| Months 41-52 | \$7,977.53 | | | | | | | | | | | | | | | | | |
| Months 53-64 | \$8,208.78 | | | | | | | | | | | | | | | | | |
| Months 65-76 | \$8,440.02 | | | | | | | | | | | | | | | | | |
| Months 77-88 | \$8,671.25 | | | | | | | | | | | | | | | | | |
| 9 | Fifth Month's Base Rent (§ 2.1): | <table border="0"> <tr><td>Base Rent</td><td>\$</td><td>7,283.85</td></tr> <tr><td>Taxes</td><td>\$</td><td>2,335.46</td></tr> <tr><td>Insurance</td><td>\$</td><td>92.49</td></tr> <tr><td>Operating Expenses</td><td>\$</td><td>1,479.89</td></tr> <tr><td>Total</td><td>\$</td><td>11,191.69</td></tr> </table> | Base Rent | \$ | 7,283.85 | Taxes | \$ | 2,335.46 | Insurance | \$ | 92.49 | Operating Expenses | \$ | 1,479.89 | Total | \$ | 11,191.69 | |
| Base Rent | \$ | 7,283.85 | | | | | | | | | | | | | | | | |
| Taxes | \$ | 2,335.46 | | | | | | | | | | | | | | | | |
| Insurance | \$ | 92.49 | | | | | | | | | | | | | | | | |
| Operating Expenses | \$ | 1,479.89 | | | | | | | | | | | | | | | | |
| Total | \$ | 11,191.69 | | | | | | | | | | | | | | | | |

| | | | |
|----|---|-------------|---|
| 10 | Security Deposit (§ 2.3): | | \$12,579.09 |
| 11 | Tenant's Proportionate Share (§ 2.4): | | 9.98% (27,748/277,930) |
| 12 | Use of Premises (§ 3.1): | | General office and warehouse uses. |
| 13 | Tenant's Liability Insurance Amount (§ 12.3.1): | | \$2,000,000 |
| 14 | Broker(s) (§ 22.24): | Landlord's: | Lincoln Property Company Commercial, Inc. |
| | | Tenant's: | Cushman & Wakefield of Colorado, Inc. |

15 **Tenant Improvement Allowance:** Provided that Tenant is not in default in the performance of any of its obligations hereunder beyond applicable notice and cure periods, Landlord shall provide Tenant with an allowance (the "Tenant Allowance") of up to Twenty-Five Thousand Dollars (\$25,000.00), which shall be applied solely against Tenant's Costs for the Tenant Improvements (as defined in Exhibit B attached hereto) and for no other purpose. "Tenant's Costs" shall mean Tenant's out-of-pocket contract or purchase price(s) for materials, components, labor and services for the Tenant Improvements (including, without limitation, the construction of a paint booth in the Premises), excluding, however, without limitation, Tenant's costs for space planning, design, architectural and engineering services, furniture, moving expenses and cabling. Prior to payment of the Tenant Allowance, the total amount of Tenant's Costs shall be subject to examination by Landlord, and Tenant shall provide Landlord with copies of all invoices and other backup documentation reasonably requested by Landlord relative thereto. The Tenant Allowance shall be payable within thirty (30) days after Tenant's submission to Landlord of invoices from the contractors performing the Tenant Improvements and other documentation reasonably requested by Landlord in connection therewith including, without limitation, lien releases, in a form reasonably acceptable to Landlord, from all contractors and materialmen performing work or supplying materials in connection with the Tenant Improvements. In the event that Tenant fails to utilize the entire Tenant Allowance, Tenant shall not be entitled to any refund or credit against the rent payable hereunder. In the event that Tenant's Costs exceed the amount of the Tenant Allowance, Tenant shall be solely responsible for such excess costs. All requests for the Tenant Allowance shall be made within twelve (12) months from the date of this Lease or the same shall be forfeited by Tenant. Landlord shall have the right to inspect Tenant's construction of the Tenant Improvements.

16 **Right of First Offer:** Provided that Tenant is not in default under the terms of this Lease beyond any applicable cure period, Tenant shall have a right of first offer (the "Right of First Offer") to lease space in the Building which is adjacent to the Premises (the "First Offer Space"), upon the following terms and conditions:

(a) In the event that Landlord anticipates that all or any portion of the First Offer Space may become available during the Term, Landlord shall give Tenant written notice of the availability of all or such portion of the First Offer Space, as the case may be (the "Offered Space"), setting forth the terms and conditions (including, without limitation, the rental rate and the duration of the proposed term, etc.) upon which Landlord would be willing to lease the Offered Space (the "Landlord's Availability Notice"). Within fifteen (15) days after Tenant's receipt of Landlord's Availability Notice, Tenant must give Landlord written notice pursuant to which Tenant shall elect either (i) to lease the entire Offered Space on the terms and conditions set forth in Landlord's Availability Notice, or (ii) to decline to lease the Offered Space. If Tenant fails to elect clause (i) within such fifteen (15) day period, then Tenant shall be deemed to have declined to lease the Offered Space. In the event that Tenant declines (or is deemed to have declined) to lease the Offered Space, then Landlord shall be free to lease the Offered Space to any other party(ies) without any further obligation to Tenant hereunder. Landlord acknowledges adjacent space is currently available and being offered for lease and that this Right of First Offer pertains to the First Offer Space becoming available at any time during the initial Term or extensions thereof.

(b) If Tenant elects to lease the Offered Space in accordance with subparagraph (a) above (upon such election, the "Additional Space"), then Landlord and Tenant shall execute an amendment to this Lease to provide for the inclusion of the Additional Space under the terms and conditions set forth in Landlord's Availability Notice. Except as provided in Landlord's Availability Notice, all other terms and conditions of the Lease shall apply to the Additional Space except that: (i) Tenant's Proportionate Share shall be increased to take into account the square footage of the Additional Space and all other terms of the Lease affected by the addition of such square footage shall be adjusted accordingly, (ii) Landlord shall not be required to perform any improvements to the Additional Space unless otherwise agreed in writing by Landlord, and (iii) Tenant shall not be entitled to any allowances, credits, options or other concessions with respect to the Additional Space, unless otherwise agreed in writing by Landlord.

(c) The effective date of the addition of the Additional Space to the Premises shall be the date that Landlord delivers possession of the Additional Space to Tenant in accordance with the terms of Landlord's Availability Notice.

(d) Except as otherwise provided in Landlord's Availability Notice, Tenant agrees to accept the Additional Space in its "AS IS" condition, in the then current physical state and condition thereof, without any representation or warranty by Landlord.

(e) Notwithstanding anything herein to the contrary, Tenant's Right of First Offer hereunder is subject to all expansion, extension, renewal, first offer, first refusal and other rights to lease, as applicable, which Landlord (or any predecessor to Landlord's interest in the Building) has granted to other tenants of the Building prior to the date of this Lease. Thus, Landlord's Availability Notice will be delivered to Tenant only after Landlord has appropriately notified and received negative responses from all other tenants with rights in the First Offer Space superior to Tenant's.

The paragraphs of the Lease identified above in parentheses are those provisions where references to particular items from the Basic Lease Provisions appear, and such items are incorporated into the Lease as part thereof. In the event of any conflict between any Basic Lease Provision and the Lease, the former shall control.

1. PREMISES AND TERM.

1.1 **Lease and Premises.** Landlord leases to Tenant, and Tenant hires from Landlord, certain premises (the "*Premises*") described in, and consisting of the stipulated rentable area shown in, Item 3 of the Basic Lease Provisions within a building (the "*Building*") described in Item 4 of the Basic Lease Provisions. The location of the Building and Premises are shown on the site plan attached hereto as Exhibit A and incorporated herein. The "*Project*" shall refer to the land shown on the site plan (the "*Land*") together with such additions and deletions to the Land as Landlord may from time to time designate, plus all buildings and improvements located thereon. Landlord and Tenant hereby agree that the rentable square footage of the Premises set forth in Item 3 of the Basic Lease Provisions shall be conclusive and binding on the parties.

1.2 **Term.** The term of this Lease shall commence on the "*Commencement Date*" specified in or established pursuant to Item 5 of the Basic Lease Provisions, and except as otherwise provided herein, shall continue in full force and effect through the number of months provided in Item 6 of the Basic Lease Provisions (the "*Term*"), provided, however, that if the Commencement Date is a date other than the first day of a calendar month, the Term shall consist of the remainder of the calendar month including and following the Commencement Date, plus said number of full calendar months.

1.2.1 **Renewal.** Tenant shall have the option to extend the Term for two (2) additional periods of five (5) years each (each, a "*Renewal Option*"), under and subject to the following terms and conditions:

(a) Each renewal term (each, a "*Renewal Term*") shall be for a five (5) year period commencing on the day immediately following the expiration date of the then current Term and expiring at midnight on the day immediately preceding the fifth (5th) anniversary thereof.

(b) Tenant must exercise each Renewal Option, if at all, by written notice to Landlord delivered at least six (6) months prior to the expiration of the then current Term, time being of the essence.

(c) As a condition to Tenant's exercise of each Renewal Option, at the time Tenant delivers its notice of election to exercise the Renewal Option to Landlord, this Lease shall be in full force and effect, Tenant shall not have assigned this Lease (other than an assignment to an affiliate of Tenant) or sublet the Premises, and Tenant shall not be in default in the performance of any of its obligations hereunder.

(d) Each Renewal Term shall be on the same terms and conditions contained in this Lease, except that (i) the Base Rent shall be the "Fair Market Rental Rate" (as hereinafter defined) for the Premises, but in no event less than the Base Rent payable during the year preceding the first year of the applicable Renewal Term, and (ii) Tenant shall not be entitled to any allowances or other concessions with respect to the Renewal Term.

(e) Except for the specific Renewal Terms set forth above, there shall be no further privilege of renewal.

(f) As used herein, the term "*Fair Market Rental Rate*" shall mean the per square foot base rental rate, including annual escalations, then being charged by landlords for comparable space in industrial buildings constructed within five (5) years prior to or after the original construction of the Building and located within a three (3) mile radius of the Building for leases commencing on or about the commencement of the applicable Renewal Term, taking into consideration the use, location and floor level of the applicable building, leasehold improvements provided, the term of the lease under consideration, the extent of services provided thereunder and other adjustments to the base rental and any other relevant term or condition in making such evaluation, assuming, however, for purposes of the foregoing analysis, that the Premises is fit for immediate use and occupancy in its "AS IS" condition and that no work is required to be done by Landlord with respect thereto. Landlord shall determine the Fair Market Rental Rate using its good faith judgment and shall provide written notice of such rate within fifteen (15) business days after Tenant's exercise notice pursuant to this Section. Tenant shall thereupon have the following options: (i) to accept such proposed "Fair Market Rental Rate", (ii) to notify Landlord of Tenant's disagreement with Landlord's determination of the Fair Market Rental Rate, or (iii) to decline to exercise the applicable Renewal Option. Tenant must provide Landlord with written notification of its election within fifteen (15) business days after Tenant's receipt of Landlord's notice, otherwise Tenant shall be deemed to have elected clause (ii) above, in which event Tenant shall be deemed to have rescinded its exercise notice and this Lease shall expire on the expiration date of the then current Term, as if Tenant had not elected to exercise the applicable Renewal Option hereunder.

If Tenant disagrees with Landlord's determination of Fair Market Rental Rate in accordance with clause (ii) of the preceding paragraph, Tenant shall notify Landlord of Tenant's disagreement within fifteen (15) business days after receipt of Landlord's determination of Fair Market Rental Rate and such notice shall be accompanied by backup documentation and other comparables evidencing Tenant's determination of the Fair Market Rental Rate. If Tenant so notifies Landlord that Landlord's determination of Fair Market Rental Rate is not acceptable to Tenant (and provides the required backup documentation), Landlord and Tenant shall, during the thirty (30) day period after Tenant's notice, use good faith efforts to attempt to agree on the Fair Market Rental Rate, and if such negotiations have not been concluded within such thirty (30) day period, then Tenant shall be deemed to have rescinded the

Tenant's exercise notice and this Lease shall expire on the expiration date as if Tenant had not elected to exercise the applicable Renewal Option hereunder.

1.3 Condition of the Premises; Commencement Date.

a. Space leased in an as is condition.

Subject to Landlord's completion of the improvements described on Exhibit B attached hereto (the "Landlord's Work"), Tenant acknowledges that it has inspected and accepts the Premises and the Project in their present "as-is" condition as suitable for the purpose for which the Premises are leased. Except for (i) any unperformed punch-list items agreed upon at the time of a walk-through of the Premises by Landlord and Tenant, and (ii) Landlord's other express obligations under this Lease, the taking of possession by Tenant shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken. Tenant further acknowledges that no representations or promises were made by Landlord or any agent of Landlord to repair, alter, remodel or improve the Premises, except as expressly set forth in this Lease and any unperformed punch-list items agreed upon at the time of a walk-through of the Premises by Landlord and Tenant. Tenant accepts the Premises without warranty of any kind except as expressly set forth herein. Notwithstanding the foregoing, the heating, ventilation, air conditioning, electrical, plumbing, lighting and mechanical systems serving the Premises, the loading doors and dock equipment serving the Premises, and the roof of the Premises (collectively, the "Systems") shall be in good working condition at the time the Premises are delivered to Tenant in the condition required hereunder. Tenant shall have the right to inspect these Systems prior to the Commencement Date and Landlord agrees, at its sole cost, to bring these Systems into good working order in the event the same are not in good working order as of the Commencement Date. The Systems shall be guaranteed for one hundred eighty (180) days from the Commencement Date (the "Guaranty Period") by Landlord against any major defects, and, upon notice of any major defect during the Guaranty Period by Tenant, the Landlord shall have such defect or deficiency repaired or remedied at Landlord's cost; provided, however, if such defect is due to Tenant's or Tenant's contractors, agents or employees' actions or alterations, then Tenant, at its sole cost, shall be responsible for such repair or remedy.

b. Commencement Date.

The Commencement Date shall be the date provided in Item 5 of the Basic Lease Provisions. Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the Commencement Date. After the Commencement Date, Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of delivery of the Premises specifying the Commencement Date.

1.4 Early Entry into Premises. Commencing as of the date hereof, Tenant may enter into the Premises upon receipt of Landlord's consent, solely for the purpose of preparing the Premises for occupancy including, but not limited to, constructing the paint booth, retrofit of existing lab and office space, installing furniture, special flooring or carpeting, trade fixtures, warehouse racking, telephones, computers, photocopy equipment, and other business equipment. Such early entry will not advance the Commencement Date so long as Tenant does not commence business operations from any part of the Premises. All of the provisions of this Lease shall apply to Tenant during any early entry, including the indemnity in Paragraph 12.1, but excluding the obligation to pay Rent unless and until Tenant has commenced business operations in the Premises, whereupon Rent shall commence. Landlord may revoke its permission for Tenant's early entry if Tenant's activities or workers interfere with the completion of Landlord's Work (described on Exhibit B). If Tenant is granted early entry, Landlord shall not be responsible for any loss, including theft, damage or destruction to any work or material installed or stored by Tenant at the Premises or for any injury to Tenant or its agents, employees, contractors, subcontractors, subtenants, assigns or invitees (collectively, "Tenant's Parties") unless such loss is caused by the negligence or willful misconduct of Landlord and is not covered by the insurance carried (or required to be carried) by Tenant hereunder. Landlord shall have the right to post appropriate notices of non-responsibility and to require Tenant to provide Landlord with evidence that Tenant has fulfilled its obligation to provide insurance pursuant to paragraphs 7(d) and 12.3 of this Lease.

2. RENT AND SECURITY DEPOSIT.

2.1 Rent. Rent (as defined below) shall accrue hereunder from the Rent Commencement Date set forth in Item 7 of the Basic Lease Provisions. The amounts per month provided in Item 8 of the Basic Lease Provisions, as adjusted pursuant to Paragraph 2.2 ("Base Rent"), plus the "Additional Rent" (as defined in Paragraph 2.5 below) together with any other sums payable by Tenant under this Lease shall collectively constitute the "Rent." The fifth full calendar month's Rent shall be due and payable upon execution of this Lease in the total amount shown in Item 9 of the Basic Lease Provisions. A monthly installment in the same amount, subject to the adjustments described herein, shall be due and payable without demand on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that Rent for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 Intentionally Deleted.

2.3 Security Deposit. Tenant shall deposit with Landlord upon execution of this Lease the sum provided in Item 10 of the Basic Lease Provisions ("Security Deposit"), which sum shall be held by Landlord in its general fund, commingled with Landlord's own funds, without obligation to Tenant for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's

default. Upon the occurrence of any event of default by Tenant, Landlord may, without prejudice to any other remedy provided herein or provided by law, use the Security Deposit to the extent necessary to make good any arrears of Rent or other payments due Landlord hereunder, all of which shall be deemed to be Rent, and any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within sixty (60) days after termination of this Lease, provided all of Tenant's obligations under this Lease have been fulfilled.

2.4 Tenant's Proportionate Share. "Tenant's Proportionate Share," as used in this Lease, shall mean (a) with respect to the cost of an item attributable to the Building, that portion of the cost of the applicable item that is obtained by multiplying such cost of the applicable item by a fraction, the numerator of which is the rentable square footage of the Premises and the denominator of which is the rentable square footage of the Building, which fraction is set forth as a percentage figure in Item 11 of the Basic Lease Provisions, and (b) with respect to the cost of an item attributable to the common areas or Land in the Project (but not any buildings in the Project), that portion of such cost of the applicable item that is obtained by multiplying the fraction described in clause (a) above by the portion of the cost of the applicable item that is allocated to the Building by Landlord in a reasonably consistent manner which reflects the size of the Building and other buildings, the types of uses to which the Building and other buildings are primarily suited and the relative demands and burdens that such uses place on the Project.

2.5 Additional Rent.

2.5.1 Definition. In addition to the Base Rent set forth in Paragraph 2.1, Tenant agrees to pay Tenant's Proportionate Share of (a) "Taxes" as defined in and payable by Landlord pursuant to Paragraph 4.1 below, (b) Landlord's costs of providing insurance on the Project pursuant to Paragraph 12.2 below, and (c) "Operating Expenses" as defined in and incurred pursuant to Paragraph 5.1 below (collectively, "Additional Rent"). Notwithstanding anything to the contrary contained herein, in the event Taxes and/or Landlord's insurance premiums are increased as the result of the particular nature of another tenant's business, Tenant shall not be responsible to pay any portion of such increase; provided, however, in the event Taxes and/or Landlord's insurance premiums are increased as the result of the particular nature of Tenant's business in the Premises, Tenant shall pay the entire amount of such increase.

2.5.2 Monthly Payments and Annual Reconciliation. On the first day of each month of the Term, Tenant shall pay Landlord a sum equal to 1/12 of the estimated amount of Additional Rent for that particular year based on Landlord's reasonable estimate thereof, to be delivered to Tenant on or about April of each year during the Term. The monthly payments are subject to increase or decrease as reasonably determined by Landlord to reflect revised estimates of such costs. Tenant shall pay within thirty (30) days following demand therefor by Landlord any increases in estimated Additional Rent upon receipt of any initial or revised estimate retroactive to January of that calendar year. The payments made by Tenant shall be reconciled annually. If Tenant's total payments of Additional Rent are less than the actual Additional Rent due under Paragraph 2.5.1, Tenant shall pay the difference within thirty (30) days following demand therefor by Landlord; if the total payments of Additional Rent made by Tenant are more than the actual Additional Rent due under Paragraph 2.5.1, Landlord shall retain such excess and credit it to Tenant's next accruing Additional Rent payments, except at the end of the Term, when any excess will be refunded. Subject to Tenant's right to audit in 2.5.3 below, any failure or delay by Landlord in delivering any estimate, demand or reconciliation shall not affect the rights and obligations of the parties hereunder. Notwithstanding anything to the contrary herein, commencing with the second full calendar year of the Term and for each calendar year thereafter, Controllable Operating Expenses (hereinafter defined) shall not exceed the CAM Cap (as hereinafter defined). The "CAM Cap" in the second calendar year shall be an amount equal to one hundred five percent (105%) of the Controllable Operating Expenses in the preceding calendar year, and the "CAM Cap" shall increase by five percent (5%) in each calendar year thereafter. To further clarify the immediately preceding sentence, the CAM Cap shall be calculated on a compounded, cumulative basis. As used herein, "Controllable Operating Expenses" shall mean all expenses included in Operating Expenses other than expenses for Taxes, snow and ice removal or clearance, insurance, and utility expenses (to the extent included in Operating Expenses).

2.5.3 Tenant's Audit Rights. Provided that Tenant is not then in default beyond any applicable cure period of its obligations to pay Rent, or any other payments required to be made by it under this Lease and provided further that Tenant shall have the right, once each calendar year, to cause a Qualified Person (as defined below) to reasonably review supporting data for any portion of an actual statement of annual Operating Expenses delivered by Landlord (the "Actual Statement") (provided, however, Tenant may not have an audit right to all documentation relating to Building operations as this would far-exceed the relevant information necessary to properly document a pass-through billing statement, but real estate tax statements, and information on utilities, repairs, maintenance and insurance and all other documents reasonably deemed relevant by Tenant's Qualified Person, will be available), in accordance with the following procedure:

(i) Tenant shall, within thirty (30) days after any Actual Statement is delivered, deliver a written notice to Landlord specifying the portions of the Actual Statement that are claimed to be incorrect, and Tenant shall simultaneously pay to Landlord all amounts due from Tenant to Landlord as specified in the Actual Statement. In no event shall Tenant be entitled to withhold, deduct, or offset any monetary obligation of Tenant to Landlord under the Lease (including without limitation, Tenant's obligation to make all payments of Rent and all payments of Tenant's Operating Expenses) pending the completion of and regardless of the results of any review of records under this Paragraph. The right of Tenant under this Paragraph may only be exercised once for any Actual Statement, and if Tenant fails to meet any of the above conditions as a prerequisite to the exercise of such right, the right of Tenant under this Paragraph for a particular Actual Statement shall be deemed waived.

(ii) Tenant acknowledges that Landlord maintains its records for the Project at Landlord's main office, and Tenant agrees that any review of records under this Paragraph shall be at the sole

expense of Tenant and shall be conducted by a Qualified Person. Tenant acknowledges and agrees that any records reviewed under this Paragraph constitute confidential information of Landlord, which shall not be disclosed to anyone other than the Qualified Person performing the review, the principals of Tenant who receive the results of the review, and Tenant's accounting employees.

(iii) Any errors disclosed by the review shall be promptly corrected by Landlord, provided, however, that if Landlord disagrees with any such claimed errors, and the dispute is not amicably resolved within thirty (30) days after Tenant's notice of dispute, then either party may refer the dispute to an independent certified public accounting firm mutually acceptable to Landlord and Tenant, and the determination of such accounting firm shall be final, binding and conclusive on Landlord and Tenant. Tenant agrees to pay for the cost of such audit by said accounting firm unless it is determined that Landlord's original determination of the actual Operating Expenses was in error by more than seven percent (7%), in which event Landlord shall pay the reasonable cost of such audit. Pending resolution of any dispute, Tenant shall pay Tenant's Proportionate Share of Operating Expenses in accordance with the Actual Statement furnished by Landlord. In the event that the results of the review of records (taking into account, if applicable, the results of any additional review caused by Landlord) reveal that Tenant has overpaid obligations for a preceding period, the amount of such overpayment shall be credited against Tenant's subsequent installment obligations to pay the estimated Operating Expense. In the event that such results show that Tenant has underpaid its obligations for a preceding period, the amount of such underpayment shall be paid by Tenant to Landlord with the next succeeding installment obligation of estimated Operating Expense. A "Qualified Person" means an accountant or other person experienced in accounting for income and expenses of industrial projects engaged solely by Tenant on terms which do not entail any compensation based or measured in any way upon any savings in Additional Rent or reduction in Operating Expenses achieved through the inspection process.

2.6 Payment. Tenant shall pay Landlord all amounts due from Tenant to Landlord hereunder, whether for Rent or otherwise, in lawful money of the United States, at the place set forth in Item 1 of the Basic Lease Provisions or at such other addresses as Landlord may have hereafter specified by written notice, without any deduction or offset whatsoever.

2.7 Late. Tenant acknowledges that late payment by Tenant of any sum owed to Landlord under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amounts of which are extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, time spent addressing the issue with Tenant, and late charges that may be imposed on Landlord by the terms of any obligation or note secured by any encumbrance covering the Premises. Therefore, if any installment of Rent or other payment due from Tenant is not received by Landlord within five (5) days of the due date, Tenant shall pay to Landlord an additional sum equal to seven and one-half percent (7.5%) of the overdue Rent or other payment as a late charge. Late charges shall be deemed Additional Rent. The parties agree that this late charge represents a fair and reasonable estimate of the administrative and other costs that Landlord will incur by reason of a late payment by Tenant. Acceptance of any late payment charge shall not constitute a waiver of Tenant's default with respect to the overdue payment, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Paragraph 22.2.

3. USE.

3.1 Use of Premises. Subject to any additional uses or limitations on use contained in Item 12 of the Basic Lease Provisions, the Premises shall be used only for the purpose of receiving, storing, shipping and selling (other than retail) products, materials and merchandise made and/or distributed by Tenant and for such other lawful purposes as may be directly incidental thereto, and for no other use or purpose. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the suitability of the Premises for Tenant's uses. Tenant and Tenant's Parties shall at all times comply with all rules and regulations regarding the Premises, the Building and/or the Project as Landlord may establish from time to time; provided, however, no such rules or regulations shall materially and adversely affect Tenant's use of the Premises for the use permitted herein. Landlord shall not be responsible for nor liable to Tenant for any violation and/or enforcement of such rules and regulations by any other tenant of the Project.

Landlord shall provide Tenant, throughout the Term, with the exclusive use of twelve (12) parking spaces for Tenant's delivery trucks and non-exclusive use of at least 30 additional spaces. The reserved parking spaces shall be located in the rear of the Building as designated on Exhibit A attached hereto as the "Reserved Parking Spaces". Tenant shall have the right, at its expense, to prepare and install reserved parking signs for the Reserved Parking Spaces (such signs shall be subject to the prior written reasonable approval of Landlord as to the method of installation, size, design and general appearance). All such parking signs shall be kept in good condition by Tenant at all times during the Term and Tenant, at its expense, shall remove such parking signs at the expiration or earlier termination of this Lease.

Tenant shall be responsible for and shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all restrictive covenants affecting Tenant, the Premises or the Project (provided, Landlord shall not cause any restrictive covenants to be recorded after the date hereof which materially and adversely affect Tenant's use of the Premises for the use permitted herein), governmental laws, ordinances, directives, court orders, rules and regulations applicable to the use of the Premises, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA") triggered subsequent to the Commencement Date as a result of Tenant's alterations or use of the Premises. Without limiting the generality of the foregoing, and subject to Paragraph 7 below, Tenant shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises required by any restrictive covenants affecting Tenant, the Premises or the Project, any federal, state or local building code or other law or regulation enacted or becoming

effective after the Commencement Date, including, but not limited to, special plumbing, railings, ramps and other improvements for use by the handicapped, but only those made necessary by the nature of Tenant's use of the Premises or any alterations made by, or on behalf of, Tenant; provided, however, that Landlord shall have the option to install and construct such improvements, in which case the cost thereof shall be equitably allocated by Landlord in its reasonable discretion among the benefited premises, and Tenant, upon demand, shall pay to Landlord, as Additional Rent, such portion of the cost thereof as may be allocated equitably, in Landlord's reasonable discretion, to the Premises. Tenant shall not place a load upon the floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Tenant shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not knowingly permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the Project or unreasonably interfere with their use of their respective premises. Landlord represents and warrants to Tenant that, to Landlord's actual knowledge as of the date hereof, the Premises complies with the ADA.

Tenant shall not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void or the insurance risk more hazardous or cause the state insurance authority to disallow any sprinkler credits. If any increase in the fire and extended coverage insurance premiums paid by Landlord or other tenants for the Project is caused by Tenant's use and occupancy of the Premises, or if Tenant vacates the Premises and causes any increase in such premiums, then Tenant shall pay as Additional Rent the amount of such increase to Landlord, and, upon demand by Landlord, correct at Tenant's expense the cause of such disallowance, increased cost, penalty or surcharge to the satisfaction of the particular insurance provider or authority, as applicable.

Notwithstanding anything contained herein to the contrary, Tenant shall not store any fixtures, furniture, equipment, goods or other personal property outside of the Premises and, in the event Landlord permits such outside storage in writing, Tenant shall maintain adequate insurance on all such goods and other property. In no event shall Landlord be liable to Tenant or any other party for any loss, including theft, damage or destruction to such property.

3.2 Hazardous Materials. Except for the incidental use of certain commonly used products for routine cleaning and maintenance of floors, bathrooms, windows, kitchens, and administrative offices on the Premises or Project, which products have been disclosed by Tenant to Landlord in the Environmental Questionnaire (as defined below), Tenant hereby represents, warrants and covenants that Tenant will not produce, use, store or generate any "Hazardous Materials" (as defined below) on, under or about the Premises and/or Project. Tenant has fully and accurately completed Landlord's Pre-Leasing Environmental Exposure Questionnaire ("*Environmental Questionnaire*") attached hereto as Exhibit D incorporated herein by reference. Tenant shall not cause or permit any Hazardous Material to be brought upon, placed, stored, manufactured, generated, blended, handled, recycled, disposed of, used or released on, in, under or about the Premises and/or Project by Tenant or Tenant's Parties. Tenant shall not excavate, disturb or conduct any testing of any soils on or about the Project without obtaining Landlord's prior written consent, and any investigation or remediation on or about the Project shall be conducted only by a consultant approved in writing by Landlord and pursuant to a work letter approved in writing by Landlord. Tenant shall keep, operate and maintain the Premises in full compliance with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Premises (collectively, "*Environmental Laws*").

Landlord shall have the right (but not the obligation), upon at least forty-eight (48) hours' prior notice (except that no such notice shall be required in the case of an emergency) to enter upon the Premises and cure any non-compliance by Tenant with the terms of this Paragraph 3.2 or any Environmental Laws or any release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials on, under, from, or about the Premises or Project, regardless of the quantity of any such release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials on or about the Premises or Project, the full reasonable cost of which shall be deemed to be Rent and shall be due and payable by Tenant to Landlord immediately upon demand, upon providing reasonable documentation of such costs. If Landlord elects to enter upon the Premises and cure any such non-compliance or release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials on, under, from, or about the Premises or Project, Tenant shall not be entitled to participate in Landlord's activities on the Premises.

If any information provided to Landlord by Tenant in the Environmental Questionnaire, or otherwise relating to information concerning Hazardous Materials is false or incomplete in any material respect, the same shall be deemed an event of default by Tenant under this Lease.

Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant and its successors and assigns shall indemnify, protect, defend and hold Landlord, its partners, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective successors and assigns (collectively, the "*Indemnified Parties*") harmless from any and all claims, judgments, damages, penalties, enforcement actions, taxes, fines, remedial actions, liabilities, losses, costs and expenses (including, without limitation, actual attorneys' fees, litigation, arbitration and administrative proceeding costs, expert and consultant fees and laboratory costs) including, without limitation, damages arising out of the diminution in the value of the Premises or Project or any portion thereof, damages for the loss of the Premises or Project, damages arising from any adverse impact on the marketing of space in the Premises or Project, and sums paid in settlement of claims, which arise during or after the Term in whole or in part as a result of the presence or suspected presence of any Hazardous Materials, in, on, under, from or about the Premises or the Project and/or other adjacent properties caused by Tenant or any of Tenant's Parties.

For purposes of this Lease, the term "*Hazardous Material*" means any chemical, substance, material, controlled substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, benzene, toluene, ethyl benzene, xylenes, waste oil, asbestos, radon, polychlorinated biphenyls (PCBs), degreasers, solvents, and any and all of those chemicals, substances, materials, controlled substances, objects, wastes or combinations thereof which are now or may become in the future listed, defined or regulated in any manner as "hazardous substances," "hazardous wastes," "toxic substances," "solid wastes" or bearing similar or analogous definitions pursuant to any and all Environmental Laws.

Landlord represents and warrants to Tenant that, except as may be provided in that certain environmental report dated January 23, 2007 prepared by Terracon Consulting Engineers & Scientists (the "*Environmental Report*"), (i) to Landlord's actual knowledge, the Project is not in violation of any applicable Environmental Laws as of the date hereof, (ii) the Landlord has not received any notices of violations from any governmental authority with respect to violations of Environmental Laws, which remain uncured, and (iii) to Landlord's actual knowledge, the Premises does not contain any asbestos in violation of any applicable Environmental Laws as of the date hereof. Tenant acknowledges that Landlord has provided Tenant with a copy of the Environmental Report and that Tenant has reviewed the same.

3.3 Use of Common Areas. Except as set forth in Exhibit A regarding Tenant's exclusive use of 12 parking spaces, Tenant and Tenant's Parties shall have the non-exclusive right, in common with the other parties occupying the Project, to use the grounds, sidewalks, parking areas, driveways and alleys of the Project, subject to such reasonable rules and regulations as Landlord may from time to time prescribe. Tenant and Tenant's Parties may park automobiles and trucks near the Premises during normal business hours on a non-exclusive basis. Outside storage, including without limitation, trucks and other vehicles, is prohibited without Landlord's prior written consent, which may be withheld in Landlord's reasonable discretion. Tenant shall not succeed to any of Landlord's easement rights over and relating to the Project, nor shall Tenant obtain any rights to common areas, as designated by Landlord, other than those rights specifically granted to Tenant in this Lease. Landlord shall have the sole right of control over the use, maintenance, configuration, repair and improvement of the common area. Landlord may make such changes to the use or configuration of, or improvements comprising, the common area as Landlord may elect without liability to Tenant (including the right to add or eliminate buildings from the Project). However, in exercising Landlord rights hereunder, Landlord agrees that Tenant's use of the 12 exclusive parking spaces and 30 non-exclusive parking spaces will not be reduced nor will a reconfiguration materially and adversely affect Tenant's use of the Premises for the use permitted herein.

4. TAXES.

4.1 Payment of Real Property. Landlord agrees to pay, before they become delinquent, all real property taxes; current installments of any general or special assessments; license fees, commercial rental taxes, in lieu taxes, levies, charges, penalties or similar impositions imposed by any authority having the direct power to tax, and are paid or incurred by Landlord, including but not limited to, the following: (a) any tax on or measured by Rent received by Landlord from the Project or as against Landlord's business of leasing any of the Project; (b) any assessment, tax, fee, levy or charge imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, transportation, refuse removal and for other governmental services formerly provided without charge to property owners or occupants; (c) assessments due to deed restrictions and/or owner associations; and (d) costs of determining, filing, contesting and appealing any such tax, assessment or charge, including accountants', attorneys' and consultants' fees, but excluding any income, inheritance, estate or corporate franchise taxes of Landlord (collectively, "*Taxes*"). Taxes shall also include any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of Taxes. Tenant shall not be responsible for any late fees or penalties assessed due to Landlord's late payment of any Taxes.

4.2 Liability for all Personal Property. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, fixtures, above standard Tenant Improvements and alterations, additions or improvements placed by or for Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture, fixtures, above-standard Tenant Improvements or alterations, additions or improvements placed by or for Tenant in the Premises, and Landlord elects to pay the Taxes based on such increase, Tenant shall pay to Landlord upon demand that portion of the Taxes.

5. LANDLORD'S MAINTENANCE AND REPAIR.

5.1 Landlord's. Landlord shall maintain and repair only the exterior portions of the roof, and the foundation and the structural soundness of the exterior walls of the Building and utility facilities stubbed to the Premises in good condition, reasonable wear and tear excepted; provided, however, in no event shall Landlord's costs to replace the roof be passed through to Tenant as an Operating Expense (it being acknowledged, however, that Landlord's maintenance and repair of the roof shall be included in Operating Expenses). The term "walls" as used herein shall not include windows, glass or plate glass, doors, special store fronts or office entries, unless otherwise specified by Landlord in writing. Landlord shall maintain, repair and repaint the exterior walls, overhead doors, canopies, entries, handrails, gutters and other exposed parts of the Building as deemed necessary by Landlord to maintain safety and aesthetic standards. Landlord shall maintain, repair, and operate the common areas of the Project, including but not limited to, mowing grass and general landscaping, maintenance of parking areas, driveways and alleys, snow removal, parking lot sweeping, paving and restriping, exterior lighting, painting, pest control and window washing. The cost of all of the foregoing, including the cost of all supplies, uniforms,

equipment, tools and materials, together with utility costs not otherwise charged directly to Tenant or other tenants, all wages and benefits of employees and independent contractors engaged in the operation, maintenance and repair of the Project, all expenses for security and safety services and equipment, any license, permit and inspection fees required in connection with the operation, maintenance or repair of the Project (but not related to improvements to tenant space), management, consulting, legal and accounting fees of independent contractors engaged by Landlord (but not related to the negotiation or enforcement of leases), other costs and expenses actually incurred by Landlord in connection with the ownership, operation, leasing and management of the Project, and other usual costs and expenses which are typically paid by other landlords to provide on-site operation of industrial, warehouse and service center projects, are collectively referred to herein as "Operating Expenses"; provided, however, in no event shall the management fee exceed 3% of the gross rent received by Landlord for the Project. To the extent that an Operating Expense consists of a maintenance or repair (including renovation and refurbishment) expense that is not properly fully deductible as an expense in the year incurred in accordance with generally accepted accounting principles, such expense shall be amortized over its useful life. Any amounts which are amortized, together with Landlord's actual cost of funds, shall result in equal payments being included in Operating Expenses for the year of expenditure and succeeding years during the amortization period.

5.2 Procedure and Liability. Tenant shall immediately give Landlord written notice of any defect or the need for repair of the items for which Landlord is responsible, after which Landlord shall have thirty (30) days to repair the same or cure such defect (or such longer period so long as Landlord commences to cure within such thirty (30) day period and diligently prosecutes the same to completion). Landlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect. If Tenant or Tenant's Parties caused any damage necessitating such repair, then Tenant shall pay the cost thereof, upon demand. Tenant hereby waives the benefit of any statute or law providing a right to make repairs and deduct the cost thereof from the Rent. Tenant waives any right to terminate this Lease or offset or abate Rent by reason of any failure of Landlord to make repairs to the Premises.

6. TENANT'S MAINTENANCE AND REPAIR.

6.1 Tenant's Maintenance. Tenant shall, at its own cost and expense, keep and maintain all parts of the Premises (except those listed as Landlord's responsibility in Paragraph 5.1 above and subject to the Guaranty Period provided by Landlord in Section 1.3.a hereof) in good and sanitary condition, promptly making all necessary repairs and replacements, including but not limited to, windows, glass and plate glass, doors, any special store front or office entry, interior walls and finish work, floors, warehouse slab repairs and floor covering, heating and air conditioning systems, dock boards, truck doors, dock bumpers, plumbing work and fixtures, termites and pest extermination, and regular removal of trash and debris. Costs for the replacement of any HVAC system serving the Premises shall be amortized over the useful life of such HVAC system and Tenant will be responsible for the amortized portion of such costs which are included within the Term, which amount shall be amortized on a straight line basis of the then current Term. If Tenant shall fail to make any repair for which Tenant is responsible within thirty (30) days following notice from Landlord requiring the same, Landlord and its agents and contractors shall have the right, but not the obligation, to enter upon the Premises and perform such repairs, the full cost of which shall be deemed to be Rent and shall be due and payable by Tenant to Landlord immediately upon demand. In the case of emergency, Landlord, its agents and contractors may enter upon the Premises to perform such repairs without the necessity of prior notice to Tenant. Tenant shall maintain its trash receptacles within the Premises. Repairs shall be made in accordance with all applicable laws, including without limitation, the Americans with Disabilities Act of 1990. The cost of maintenance and repair of any common party wall (any wall, divider, partition or any other structure separating the Premises from any adjacent premises occupied by other tenants) shall be shared equally by Tenant and the tenant(s) occupying such adjacent premises. Tenant shall not damage any party wall or disturb the integrity and support provided by any party wall and shall, at its sole cost and expense, promptly repair any damage or injury to any party wall caused by Tenant or Tenant's Parties.

6.2 Maintenance/Service Contracts. Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for serving all hot water, heating and air conditioning systems and equipment within the Premises. The maintenance contractor and the contract must be approved in writing by Landlord in advance, such approval not to be unreasonably withheld. The service contract shall include all services recommended by the equipment manufacturer within the operation/maintenance manual and shall become effective (and a copy thereof delivered to Landlord) within thirty (30) days following the date Tenant takes possession of the Premises.

7. ALTERATIONS.

Tenant shall make no alterations, additions or improvements to the Premises (including, without limitation, roof and wall penetrations) or any part thereof without obtaining the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, EXCEPT that Tenant shall be allowed to (i) install warehouse racking and hang production equipment in the usual course of its business, from the roof, walls and structural beams within the Premises, and (ii) make such other interior, non-structural alterations to the Premises which do not affect the Building systems serving the Premises and which do not exceed Ten Thousand Dollars (\$10,000.00) in the aggregate, without having to obtain Landlord's approval in each instance. Such consent may be granted or withheld in Landlord's sole and absolute discretion. Landlord may impose as a condition to such consent such requirements as Landlord may deem necessary, in its sole and absolute discretion, including, without limitation that: (a) Landlord be furnished with working drawings before work commences; (b) performance and labor and material payment bonds in form and amount and issued by a company satisfactory to Landlord be furnished; (c) Landlord reasonably approve the contractor by whom the work is to be performed; (d) adequate course of construction and general liability insurance be in place and Landlord be named as an additional insured under the contractor's liability and property insurance policies; and (e) Landlord's instructions relating to the manner in which

the work is to be performed and the times during which it is to be accomplished shall be complied with. Tenant shall pay to Landlord all reasonable costs incurred by Landlord for any architectural, engineering, supervisory or legal services in connection with any alterations, additions or improvements, including, without limitation, Landlord's review of the plans, specifications and budget for purposes of determining whether to consent. All such alterations, additions or improvements must be performed in a good and workmanlike manner in compliance with all laws, rules and regulations, including, without limitation, the Americans with Disabilities Act of 1990, and diligently prosecuted to completion. Tenant shall deliver to Landlord upon commencement of such work, a copy of the building permit with respect thereto, and a certificate of occupancy or other final inspection and approval from the applicable governmental authority having jurisdiction over the Premises and the Project, if applicable, immediately upon completion of the work. All such work shall be performed so as not to obstruct the access to the premises of any other tenant in the Building or Project. Should Tenant make any alterations, additions or improvements without Landlord's prior written consent (unless such consent is not required hereunder), or without satisfaction of any of the conditions established by Landlord in conjunction with granting such consent, Landlord shall have the right, in addition to and without limitation of any right or remedy Landlord may have under this Lease, at law or in equity, to require Tenant to remove all or some of the alterations, additions or improvements at Tenant's sole cost and restore the Premises to the same condition as existed prior to undertaking the alterations, additions or improvements, or if Tenant shall fail to do so, Landlord may cause such removal or restoration to be performed at Tenant's expense and the cost thereof shall be Additional Rent to be paid by Tenant immediately upon demand. Landlord shall have the right to require Tenant, at Tenant's expense, to remove any and all alterations, additions or improvements and to restore the Premises to its prior condition upon the expiration or sooner termination of this Lease. Tenant shall notify Landlord in writing at least ten (10) days prior to the commencement of any such work in or about the Premises, and Landlord shall have the right at any time and from time to time to post and maintain notices of non-responsibility in or about the Premises pursuant to applicable laws.

8. LIENS.

Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises or to charge the Rent payable hereunder for any claim in favor of any person dealing with Tenant, including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant shall pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises. Tenant shall discharge of record by payment, bonding or otherwise any lien filed against the Premises on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises immediately upon the filing of any claim of lien. Tenant shall indemnify, defend and hold Landlord harmless from any and all liability, loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Landlord in the Project or this Lease arising from the act or agreement of Tenant. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises. In the event Tenant fails to discharge any such lien within ten (10) days after written notice thereof, Landlord shall have the right, at Landlord's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and applicable late charge, shall be Additional Rent immediately due and payable by Tenant upon rendition of a bill therefor.

9. SIGNS.

9.1 **Landlord's Signage Program.** Tenant shall abide by the terms of Landlord's signage program attached hereto as Exhibit C and incorporated herein as the same may be changed from time to time at Landlord's sole discretion. Upon vacation of the Premises or the removal or alteration of its sign for any reason, Tenant shall be responsible, at its sole cost, for the repair, painting and/or replacement of the structure to which signs are attached to its original condition. If Tenant fails to perform such work, Landlord may cause the same to be performed, and the cost thereof shall be Additional Rent immediately due and payable upon rendition of a bill therefor. Landlord shall, at no cost or expense to Landlord, reasonably cooperate with Tenant in connection with any governmental approval required by Tenant to install its signage as set forth on a proposal submitted by YESCO prior to the date hereof.

9.2 **Criteria for Changes.** Tenant shall not, without Landlord's prior written consent, which may be withheld in Landlord's sole but reasonable discretion: (a) make any changes to or paint the exterior of the Building; (b) install any exterior lights, decorations or paintings; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Premises. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, design, lighting, color and general appearance. All signs shall be in compliance with all applicable laws and regulations and all covenants, conditions and restrictions relating to the Premises. All signs shall be kept in good condition and in proper operating order at all times.

10. UTILITIES.

Tenant shall pay for all separately metered water, gas, heat, light, telephone, telecommunication, sewer and sprinkler charges and for other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities, and shall furnish all electric light bulbs and tubes. If any utilities serving the Premises are not separately metered, Tenant shall pay to Landlord its proportionate share of the cost thereof, which proportionate share shall be based on the percentage which the rentable square footage of the Premises bears to the rentable square footage of the areas of the Project serviced by such utility. Landlord shall in no event be liable for any damages directly or indirectly resulting from or arising out of the interruption or failure of utility services on the Premises. Tenant shall have no right to terminate this Lease nor shall Tenant be entitled to any abatement in Rent as a result of any such interruption or failure of utility services.

No such interruption or failure of utility services shall be deemed to constitute a constructive eviction of Tenant. Where practical, Landlord will give Tenant prior notice of any utility interruption and will use reasonable efforts to limit interruptions to times that will least affect Tenant's business operations. Notwithstanding the foregoing, if any Essential Service (as hereinafter defined) which Landlord is required to provide to the Premises pursuant to the terms of this Section is interrupted due to the negligence or willful misconduct of Landlord (a "Service Interruption") and such Service Interruption causes all or a material portion of the Premises to be untenantable (the "Affected Space") for a period of five (5) or more consecutive business days after written notice thereof from Tenant to Landlord (the "Interruption Notice"), then, provided that Tenant shall have ceased operating in the Affected Space, the Rent (including, without limitation, Base Rent and Additional Rent) shall abate in the proportion that the rentable square footage of the Affected Space in which Tenant shall have ceased to operate its business bears to the rentable square footage of the Premises, which abatement shall commence on the sixth (6th) business day following Landlord's receipt of the Interruption Notice and expire on the earlier of Tenant's recommencement of business operations in the Affected Space or the date that the Service Interruption is remedied. Notwithstanding the foregoing, in no event shall Tenant be entitled to abatement or any other remedy if the interruption of any Essential Service is caused in whole or in part by the negligence of Tenant, its agents, employees, contractors, licensees or invitees. Tenant agrees that the rental abatement described herein shall be Tenant's sole remedy in the event of a Service Interruption and Tenant hereby waives any other rights against Landlord, at law or in equity, in connection therewith, including, without limitation, any right to terminate this Lease, to claim an actual or constructive eviction, or to bring an action for money damages. For purposes of this Section, an "Essential Service" shall mean the service provided by the HVAC systems, plumbing and waste disposal systems and electrical systems (to the extent supplied by Landlord). Nothing contained herein shall limit Tenant's right to abatement in the case of a fire or other casualty or condemnation as provided in the "Fire and Casualty Damage" or "Condemnation" Sections of this Lease.

11. FIRE AND CASUALTY DAMAGE.

11.1 **Notice of Destruction.** If the Premises are damaged or destroyed by fire, earthquake or other casualty, Tenant shall give immediate written notice thereof to Landlord.

11.2 **Loss Covered by Insurance.** If at any time prior to the expiration or termination of this Lease, the Premises or the Project are wholly or partially damaged or destroyed, the loss to Landlord from which is fully covered by proceeds of insurance maintained by Landlord or for Landlord's benefit, which damage renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then:

(a) If all repairs to the Premises or Project can, in Landlord's judgment, be completed within two hundred (200) days following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, and if such damage or destruction is not the result of the negligence or willful misconduct or omission of Tenant or Tenant's Parties (as contemplated in Paragraph 11.4), Landlord shall, at Landlord's expense (provided Landlord can obtain all necessary governmental permits and approvals therefor at reasonable cost and on reasonable conditions), repair the same, and this Lease shall remain in full force and effect and a proportionate reduction of Base Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant during the period of time that such portion is unusable or inaccessible. There shall be no proportionate reduction of Base Rent or other abatement of Rent by reason of any portion of the Premises being unusable or inaccessible for a period equal to five (5) consecutive business days or less.

(b) If such damage or destruction is not the result of the negligence or willful misconduct or omission of Tenant or Tenant's Parties, and if all such repairs cannot, in Landlord's judgment, be completed within two hundred (200) days following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord may, at Landlord's sole and absolute option, upon written notice to Tenant given within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair such damage or destruction at Landlord's expense (provided Landlord can obtain all necessary governmental permits and approvals therefor at reasonable cost and on reasonable conditions), and in such event, this Lease shall continue in full force and effect but the Base Rent shall be proportionately reduced as provided in Paragraph 11.2(a). If Landlord does not notify Tenant in writing of Landlord's election to make such repairs, then either party may by written notice to the other given within twenty (20) days following the earlier of (i) the date of delivery of Landlord's notice to Tenant of its election not to make such repairs, or (ii) the expiration of the sixty (60) day period for Landlord to provide such notice, terminate this Lease as of the date of the occurrence of such damage or destruction.

Upon proof of payment by Landlord of the deductible, Tenant shall pay to Landlord, within thirty (30) days following Landlord's demand therefor, the amount of the deductible under Landlord's insurance policy. If the damage involves portions of the Project in addition to the Premises, Tenant shall pay only a portion of the deductible based on the ratio of the cost of repairing the damage in the Premises to the total cost of repairing all of the damage in the Project. In no event shall Landlord's deductible exceed Twenty-Five Thousand Dollars (\$25,000.00).

11.3 Intentionally Deleted.

11.4 **Loss Caused by Tenant or Tenant's Parties.** Notwithstanding the foregoing, if the Premises or the Project are wholly or partially damaged or destroyed as a result of the negligence or willful misconduct or omission of Tenant or Tenant's Parties, Tenant shall forthwith diligently undertake to repair or restore all such damage or destruction at Tenant's sole cost and expense, or Landlord may at its option undertake such repair or restoration at Tenant's sole cost and expense; provided, however, that Tenant shall be relieved of its repair and payment obligations pursuant to this Paragraph 11.4 to the extent that insurance proceeds are collected by Landlord to repair such damage, although Tenant shall in all such events pay to Landlord the full amount of the deductible

under Landlord's insurance policy and any amounts not insured. This Lease shall continue in full force and effect without any abatement or reduction in Rent or other payments owed by Tenant.

11.5 Destruction Near End of Term. Notwithstanding the foregoing, if the Premises or the Project are wholly or partially damaged or destroyed within the final six (6) months of the Term, Landlord may, at its option, elect to terminate this Lease upon written notice given to Tenant within thirty (30) days following such damage or destruction.

11.6 Destruction of Improvements and Personal Property. In the event of any damage to or destruction of the Premises or the Project, under no circumstances shall Landlord be required to repair, replace or compensate Tenant, Tenant's Parties or any other person for the personal property, trade fixtures, machinery, equipment or furniture of Tenant or any of Tenant's Parties, or any alterations, additions or improvements installed in the Premises by Tenant, and Tenant shall promptly repair and replace all such personal property and improvements at Tenant's sole cost and expense.

11.7 Exclusive Remedy. The provisions of this Paragraph 11 shall constitute Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Project, and Tenant waives and releases all statutory rights and remedies in favor of Tenant in the event of damage or destruction. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises or the Project.

11.8 Lender Discretion. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds from insurance held by Landlord be applied to such indebtedness, then Landlord shall have the right to deliver written notice to Tenant terminating this Lease, such notice to be delivered to Tenant no later than thirty (30) days after the date on which the holder of any such indebtedness notifies Landlord that the insurance proceeds will not be applied to restoration of the Project.

11.9 Tenant's Termination Rights. In the event that (i) Landlord is obligated or otherwise elects to repair damages as a result of a casualty and such repairs and rebuilding have not been substantially completed within nine (9) months after the date of such casualty, subject to extension for force majeure events, (ii) the Premises are wholly or partially damaged or destroyed within the final year of the Term and Landlord notifies Tenant that the Premises cannot be repaired within six (6) months of the date of the casualty, or (iii) the Premises are wholly or partially damaged or destroyed within the final year of the Term and such repairs and rebuilding have not been substantially completed within six (6) months after the date of such casualty, Tenant may terminate this Lease by delivering written notice of termination to Landlord within thirty (30) days after the expiration of such one (1) year or six (6) month period, as the case may be, with respect to subsections (i) and (iii) above (but in any event prior to the date such damage is repaired and/or restored), or within thirty (30) days after receipt of Landlord's notice with respect to subsection (ii) above.

12. INDEMNITY AND INSURANCE.

12.1 Indemnity. Tenant hereby releases all Indemnified Parties, and shall indemnify, protect, defend and hold the Indemnified Parties harmless from any and all claims, judgments, damages, liabilities, losses, sums paid in settlement of claims, costs and expenses (including, but not limited to, reasonable attorneys' fees and litigation costs), obligations, liens and causes of action, (collectively, "Claims") to the extent such Claims arise directly from Tenant's or Tenant's Parties' activities in, on or about the Premises or Project, including, without limitation, Tenant's breach or default of any obligation of Tenant to be performed under the terms of this Lease, the nonobservance or nonperformance of any law, ordinance or regulation or the negligence or misconduct of Tenant or Tenant's Parties, the Premises becoming out of repair, the leakage of gas, oil, water, steam or electricity emanating from the Premises; except injury to persons or damage to property the cause of which is the active, negligence or willful misconduct of Landlord, or the wrongful failure of Landlord to repair any part of the Project which Landlord is obligated to repair and maintain hereunder within a reasonable time after the receipt of written notice from Tenant of needed repairs. Neither Tenant nor Landlord shall not be liable to the other party for any damages arising from any act, omission or neglect of any other tenant in the Project.

12.2 Landlord's Insurance. Landlord shall maintain insurance covering the Project and Landlord's ownership and operation thereof in such types and amounts as it deems necessary or desirable in its sole but reasonable discretion, which may include, without limitation, liability, property damage and/or loss of rental income coverage. Such insurance shall be for the sole benefit of Landlord and under its sole control. The premiums for any such insurance shall be charged to Tenant as Additional Rent.

12.3 Tenant's Insurance Obligations. Tenant agrees that at all times from and after the date Tenant is given access to the Premises for any reason, Tenant shall carry and maintain, at its sole cost and expense, the following types, amounts and forms of insurance:

12.3.1 General Liability Insurance. A broad form comprehensive general liability or commercial general liability policy covering property damage, personal injury, advertising injury and bodily injury, and including blanket contractual liability coverage for obligations under this Lease, covering the Premises in an amount of not less than the amount per occurrence specified in Item 13 of the Basic Lease Provisions. Such policy shall be in the occurrence form with a per location general aggregate. Each policy shall name Landlord and any management agent from time to time designated by Landlord and any lender of Landlord as additional insureds, but only for those claims for which an indemnity is owed under this Lease, and shall provide that any coverage to

additional insureds shall be primary; when any policy issued to Landlord provides duplicate coverage or is similar in coverage, Landlord's policy will be excess over Tenant's policies. No deductibles in excess of Twenty-Five Thousand Dollars (\$25,000) per occurrence shall be permitted. Tenant shall pay any deductibles. The amounts of such insurance required hereunder shall be subject to adjustment from time to time as required by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable tenants, premises and buildings in the general geographical location of the Building.

12.3.2 Property Insurance. A policy or policies, including the Boiler and Machinery Perils and the Special Causes of Loss form of coverage ("*All Risks*"), including vandalism and malicious mischief, theft, sprinkler leakage (including earthquake sprinkler leakage) and water damage coverage in an amount equal to the full replacement value, new without deduction for depreciation, on an agreed amount basis (no co-insurance requirement), of all trade fixtures, furniture and equipment in the Premises, all alterations, additions and improvements to the Premises installed by or for Tenant or provided to Tenant, and all other personal property owned or leased by Tenant. Such insurance shall also include business interruption and extra expense coverage for Tenant's operations and debris removal coverage for removal of property of Tenant and Tenant's Parties which may be damaged within the Premises. Tenant shall pay any deductibles.

12.3.3 Workers' Compensation Insurance. Workers' compensation insurance, including employers' liability coverage, shall comply with applicable state law.

12.4 Evidence of Coverage. All of the policies required to be obtained by Tenant pursuant to Paragraph 12.3 shall be with companies and in form satisfactory to Landlord. Each insurance company providing coverage shall have a current Best's Rating of "A-X" or better. Upon notice from Landlord, Tenant shall add Landlord and any management agent from time to time designated by Landlord and any lender of Landlord as an additional insured on Tenant's liability insurance, but only for those claims for which an indemnity is owed under this Lease. Tenant shall provide Landlord with certificates and copies of endorsements (and upon request, policies) of insurance acceptable to Landlord issued by each of the insurance companies issuing any of the policies required pursuant to the provisions of Paragraph 12.3, and said certificates and endorsements shall provide that the insurance issued thereunder shall not be altered, canceled or non-renewed until after thirty (30) days' written notice to Landlord. "Claims made" policies shall not be permitted. Each policy shall permit the waiver in Section 12.5 below. Evidence of insurance coverage shall be furnished to Landlord prior to Tenant's possession of the Premises and thereafter not fewer than fifteen (15) days prior to the expiration date of any required policy. Tenant may satisfy its insurance obligations hereunder by carrying such insurance under a so-called blanket policy or policies of insurance which are acceptable to Landlord. If Tenant fails to obtain any insurance required hereby or provide evidence thereof to Landlord within fifteen (15) days after written notice thereof, Landlord may, but shall not be obligated to, and Tenant hereby appoints Landlord as its agent to, procure such insurance and bill the cost of the insurance plus a ten percent (10%) handling charge to Tenant. Tenant shall pay such costs to Landlord as Additional Rent with the next monthly payment of Rent.

12.5 Waivers of Subrogation. Notwithstanding Paragraph 11.4, Landlord waives any and all rights of recovery against Tenant for or arising out of damage to, or destruction of the Building or the Premises to the extent that Landlord's insurance policies then in force insure against such damage or destruction and permit such waiver and only to the extent of insurance proceeds actually received by Landlord for such damage or destruction. Tenant waives any and all rights of recovery against Landlord for or arising out of damage to or destruction of any property of Tenant to the extent that Tenant's insurance policies then in force or the policies required by this Lease, whichever is broader, insure against such damage or destruction.

13. LANDLORD'S RIGHT OF ACCESS.

Tenant shall permit Landlord (upon Landlord providing reasonable prior notice to Tenant) and its employees and agents, at all reasonable times and at any time without notice in case of emergency, in such manner as to cause as little disturbance to Tenant as reasonably practicable (a) to enter into and upon the Premises to inspect them, to protect the Landlord's interest therein, or to post notices of non-responsibility, (b) to take all necessary materials and equipment into the Premises, and perform necessary work therein, and (c) to perform periodic environmental audits, inspections, investigations, testing and sampling of the Premises and/or the Project, and to review and copy any documents, materials, data, inventories, financial data, notices or correspondence to or from private parties or governmental authorities in connection therewith. No such work shall cause or permit any abatement or rebate of Rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises, or damage, injury or inconvenience thereby occasioned, or constitute an actual or constructive eviction. Landlord may at any time place on or about the Building any ordinary "for sale" and "for lease" signs. Tenant shall also permit Landlord and its employees and agents, upon reasonable prior request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to any fee owners, lessors of superior leases, holders of encumbrances on the interest of Landlord under the Lease, or prospective purchasers, mortgagees or lessees of the Project or Building as an entirety. During the period of six (6) months prior to the expiration date of this Lease, Landlord may exhibit the Premises to prospective tenants.

14. ASSIGNMENT AND SUBLETTING.

14.1 Landlord's Consent. Tenant shall not assign all or any portion of its interest in this Lease, whether voluntarily, by operation of law or otherwise, and shall not sublet all or any portion of the Premises, including, but not limited to, sharing them, permitting another party to occupy them or granting concessions or licenses to another party, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and which Landlord may withhold for any reasonable condition, including, but not limited to: (a) Tenant is in default of this Lease; (b) the assignee or subtenant is unwilling to assume in writing all of Tenant's obligations hereunder (provided any such subtenant shall only agree to be bound by the applicable

provisions of this Lease); (c) the assignee or subtenant has a financial condition which is reasonably unsatisfactory to Landlord or Landlord's mortgagee; (d) the Premises will be used for different purposes than those set forth in Paragraph 3 or for a use requiring or generating increased or different Hazardous Materials; (e) the proposed assignee or subtenant or its business is subject to compliance with additional requirements of the law (including, without limitation, related regulations) commonly known as the Americans with Disabilities Act of 1990 beyond those requirements applicable to Tenant; (f) Tenant proposes to assign less than all of its interest in this Lease or to sublet the Premises in units that are unusually small for the Project; (g) the assignee or subtenant requires extensive alterations to the Premises; and (h) the proposed assignee or subtenant or an affiliate thereof is an existing tenant in the Project or is or has been in discussions with Landlord regarding space within the Project. Notwithstanding the foregoing, so long as Tenant is not in default under this Lease beyond any notice and opportunity-to-cure period, upon thirty (30) days prior written notice to Landlord, Tenant shall have the right, without Landlord's consent, to sublet all or a portion of the Premises or to assign this Lease to any entity which is an Affiliate of Tenant. As used herein, "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Tenant.

14.2 Fees. In connection with each proposed assignment or subletting of the Premises by Tenant, Tenant shall pay to Landlord (i) an administrative fee of Five Hundred Dollars (\$500.00) per request (including requests for non-disturbance agreements and Landlord's or its lender's waivers) in order to defer Landlord's administrative expenses arising from such request, plus (ii) Landlord's reasonable attorneys' fees, in an amount not to exceed One Thousand Dollars (\$1,000.00) per review.

14.3 Procedure. Whenever Tenant has obtained an offer to assign any interest in this Lease or to sublease all or any portion of the Premises, Tenant shall provide to Landlord the name and address of said proposed assignee or sublessee, the base rent and all other compensation to be paid to Tenant, the proposed use by the proposed assignee or sublessee, the proposed effective date of the assignment or subletting, and any other business terms which are material to the offer and/or which differ from the provisions of this Lease ("*Notice of Offer*"). Tenant shall also provide to Landlord the nature of business, financial statement and business experience resume for the immediately preceding two (2) years of the proposed assignee or sublessee and such other information concerning such proposed assignee or sublessee as Landlord may require. The foregoing information shall be in writing and shall be received by Landlord no less than thirty (30) days prior to the effective date of the proposed assignment or sublease.

Within twenty (20) days following its receipt of a Notice of Offer for the proposed assignment or subletting, Landlord shall be entitled to terminate this Lease as to all of the Premises (unless Tenant proposes a sublease of a portion of the Premises, in which event Landlord may not terminate this Lease, even as to such portion unless specifically agreed to by Tenant) by written notice to Tenant ("*Termination Notice*"), and such termination shall be effective as of the proposed effective date of the proposed assignment or sublease. If Landlord does not elect to terminate this Lease, Landlord shall either notify Tenant that Landlord consents to the proposed assignment or subletting or withholds its consent for reasons to be specified in the notice. If Landlord does not provide a Termination Notice or a notice withholding its consent to Tenant within twenty (20) days following its receipt of a Notice of Offer, Landlord shall be deemed to have consented to the proposed assignment or subletting.

14.4 Bonus Rent. If any interest in this Lease is assigned or all or any portion of the Premises is subleased, Landlord shall receive fifty percent (50%) of the "bonus rent" to be realized from such assignment or subletting. The bonus rent shall mean any lump sum payment or other value received by Tenant, plus any base rent, percentage rent or periodic compensation received by Tenant from or for the benefit of an assignee or sublessee in excess of (a) all amounts owed for Rent and other charges pursuant to this Lease, (b) all reasonable commissions and fees paid to any real estate broker or finder who is unaffiliated with Tenant in connection with the assignment or subletting and (c) any other expenses incurred by Tenant relating to the execution of the sublease. If a portion of the Premises is subleased, the amount in clause (a) shall be prorated based on the portion of the Premises' rentable area to be subleased. The bonus rent shall be paid on the first (1st) day of each calendar month next following Tenant's receipt of each payment from its assignee or sublessee, after reduction for all amounts described in clauses (a) and (b) above, amortized over the full term of the assignment or sublease.

14.5 Continuing Tenant Obligations. No subleasing or assignment (whether or not requiring Landlord's consent hereunder) shall relieve Tenant from liability for payment of all forms of Rent and other charges herein provided or from Tenant's obligations to keep and be bound by the terms, conditions and covenants of this Lease.

14.6 Waiver, Default and Consent. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to the assignment or subletting of the Premises. Any assignment or sublease without the Landlord's prior written consent shall be voidable, at Landlord's election, and shall constitute a non-curable event of default under this Lease. Consent to any assignment or subletting shall not be deemed a consent to any future assignment or subletting.

14.7 Intentionally Deleted.

14.8 Assignment of Sublease Rent. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rents from any subletting of all or any part of the Premises, and Landlord, as assignee and as attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application, may collect such rents and apply same toward Tenant's obligations under this Lease, except that, until the occurrence of an event of default by Tenant, Tenant shall have the right and license to collect such rents.

14.9 Assignment in Bankruptcy. If this Lease is assigned to any person or entity pursuant to the

provisions of the United States Bankruptcy Code, 11 U.S.C. 101 et seq., or such similar laws or amendments thereto which may be enacted from time to time (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

14.10 Assumption of Obligations. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

15. CONDEMNATION.

15.1 Total Taking. If the whole or any substantial part of the Premises or the Project shall be taken or damaged because of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, including acts or omissions constituting inverse condemnation, or any transfer of the Premises or Project or portion thereof in avoidance of the exercise of the power of eminent domain (collectively, a "Taking"), and the Taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, this Lease shall terminate effective when the physical Taking of the Premises shall occur.

15.2 Partial Taking. If part of the Premises shall be subject to a Taking and this Lease is not terminated as provided in the Paragraph 15.1 above, this Lease shall not terminate but the Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area of the Premises rendered unusable by Tenant.

15.3 Condemnation Award. The entire award or compensation for any Taking of the Project and/or the Premises, or any part thereof, or for diminution in value, shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Tenant shall be entitled to pursue with the condemning authority and Landlord shall have no interest in any separate award made to Tenant for loss of business, for relocation purposes, or for the taking of Tenant's fixtures and improvements.

15.4 Exclusive Remedy. This Paragraph 15 shall be Tenant's sole and exclusive remedy in the event of any Taking. Tenant hereby waives the benefits of any statute granting Tenant specific rights in the event of a Taking which are contrary to the provisions of this Paragraph 15.

16. SURRENDER AND HOLDING OVER.

16.1 Surrender. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises in as good condition as when received, reasonable wear and tear excepted, broom clean and free of trash and rubbish, and free from all tenancies or occupancies by any person. Tenant shall remove all trade fixtures, furniture, equipment and other personal property installed in the Premises prior to the expiration or earlier termination of this Lease including, without limitation, any paint booth installed by Tenant. Unless otherwise provided in Paragraph 7 or waived by Landlord in writing prior to the expiration or earlier termination of this Lease, Tenant shall remove at its sole cost all alterations, additions and improvements made by Tenant to the Premises; provided, however, at the election of Landlord, all (or such portion as Landlord shall designate) alterations, additions and improvements to the Premises including, without limitation, all wall coverings, floor coverings, built-in cabinets, paneling and the like, shall become the property of Landlord and remain on the Premises at the end of the Term. Tenant shall, at its own cost, completely repair any and all damage to the Premises and the Building resulting from or caused by such removal. The provisions of Paragraph 7 shall apply to such removal and repair work.

16.2 Holding Over. If Landlord agrees in writing that Tenant may hold over after the expiration or earlier termination of this Lease, unless the parties hereto otherwise agree in writing as to the terms of such holding over, the holdover tenancy shall be subject to termination by Landlord or Tenant at any time upon not less than thirty (30) days' prior written notice. If Tenant holds over without the consent of Landlord, the same shall be a tenancy at will terminable at any time, and Tenant shall be liable to Landlord for, and Tenant shall indemnify, protect, defend and hold Landlord harmless from and against, any damages, liabilities, losses, costs, expenses or claims suffered or caused by such holdover, including, without limitation, attorneys' fees and damages and costs related to any successor tenant of the Premises to whom Landlord could not deliver possession of the Premises when promised, provided Landlord has provided prior notice to Tenant that Landlord has or will enter into a lease or other occupancy agreement for the Premises and that Tenant's failure to vacate and surrender possession of the Premises in accordance with the terms hereof will cause Landlord to suffer such damages, liabilities, losses, costs, expenses or claims. All of the other terms and provisions of this Lease shall be applicable during any holdover period, with or without consent of Landlord, except that Tenant shall pay to Landlord from time to time upon demand, as Rent for the period of any holdover, an amount equal to one hundred fifty percent (150%) of the then applicable Base Rent plus all Additional Rent in effect on the termination date, computed on a daily basis for each day of the holdover period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease. The preceding provisions of this Paragraph 16.2 shall not be construed as Landlord's consent to any holding over by Tenant.

16.3 Entry at End of Term. If during the last month of the Term, Tenant shall have removed substantially all of Tenant's property and personnel from the Premises, Landlord may enter the Premises and repair, alter and redecorate the same, without abatement of Rent and without liability to Tenant, and such acts shall have no

effect on this Lease. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacation of the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

17. QUIET ENJOYMENT.

Landlord represents and warrants that it has full rights and authority to enter into this Lease and that Tenant, upon paying the Rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease, any ground lease, any mortgage or deed of trust now or hereafter encumbering the Premises or the Project, and all matters of record.

18. EVENTS OF DEFAULT.

The following events shall be deemed to be events of default by Tenant under this Lease:

18.1 Failure to Pay Rent. Tenant shall fail to pay any installment of the Rent herein reserved within five (5) business days after Tenant has received written notice of the delinquent payment from or on behalf of Landlord (provided, however, that Landlord shall not be obligated to provide the foregoing written notice of default to Tenant more than two (2) times in any twelve (12) month period and an immediate event of default shall occur upon the third (3rd) (and each subsequent) such failure of Tenant to pay any installment of the Rent due hereunder when due in such twelve (12)-month period).

18.2 Insolvency. Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing the inability to pay its debts or shall make a general assignment for the benefit of creditors.

18.3 Appointment of Receiver. A receiver or trustee (or similar official) shall be appointed for all or substantially all of the assets of Tenant.

18.4 Bankruptcy. The filing of any voluntary petition by Tenant under the Bankruptcy Code, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of forty-five (45) days.

18.5 Attachment. The attachment, execution or other judicial seizure or non-judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) business days after the levy thereof.

18.6 Vacation of Premises. Tenant shall vacate or abandon all or a substantial portion of the Premises without delivering at least thirty (30) days prior written notice thereof to Landlord. For avoidance of doubt, as long as Tenant is performing its obligations under the Lease, all or partial vacating of the Premises will not be deemed a default so long as Tenant delivers at least thirty (30) days prior written notice thereof to Landlord.

18.7 Certificates. Tenant shall fail to deliver to Landlord any subordination agreement within the time limit prescribed in Paragraph 21 below, or a Certificate of Occupancy, all financial statements or an estoppel certificate within the time limits prescribed in Paragraph 22.7 below.

18.8 Failure to Discharge Liens. Tenant shall fail to discharge any lien placed upon the Premises in violation of Paragraph 8 hereof, and has failed to cure such failure within 10 days after notice from Landlord.

18.9 False Financial Statement. Landlord discovers that any financial statement given to Landlord by Tenant, any assignee, subtenant or successor in interest of Tenant, or any guarantor of Tenant's obligations hereunder, or any of them, was materially false when given to Landlord.

18.10 Failure to Comply with Lease Terms. Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant; provided, however, if such failure endangers or threatens life or property and such failure continues for a period of three (3) days following written notice thereof the same shall be deemed an event of default by Tenant.

18.11 Guarantor Default. Any guarantor of Tenant's obligations hereunder shall be in default under the terms of its guaranty and has failed to cure such failure within 10 days notice from Landlord.

18.12 Assignment or Subletting without Consent. Any assignment, subletting or other transfer for which the prior consent of Landlord is required under this Lease and has not been obtained.

Any notices to be provided by Landlord under this Paragraph 18 shall be the same as, and not in addition to, any notice required under state law.

19. LANDLORD'S REMEDIES.

Upon the occurrence of any event of default, Landlord may, at its option without further notice or demand and in addition to any other rights and remedies hereunder or at law or in equity, do any or all of the following:

19.1 Termination. Terminate Tenant's right to possession of the Premises by any lawful means upon at least 3 days' written notice (which notice may be satisfied by any notice which may be given by Landlord pursuant to Paragraph 18, if applicable), in which case Tenant shall immediately surrender possession of the Premises to Landlord and, in addition to any rights and remedies Landlord may have at law or in equity, Landlord shall have the following rights:

(a) To re-enter the Premises then or at any time thereafter and remove all persons and property and possess the Premises, without prejudice to any other remedies Landlord may have by reason of Tenant's default or of such termination, and Tenant shall have no further claim hereunder.

(b) To recover all damages reasonably incurred by Landlord by reason of the default, including without limitation (i) the worth at the time of the award of the payments owed by Tenant to Landlord under this Lease that were earned but unpaid at the time of termination; (ii) the worth at the time of the award of the amount by which the payments owed by Tenant to Landlord under the Lease that would have been earned after the date of termination until the time of the award exceeds the amount of the loss of payments owed by Tenant to Landlord under this Lease for the same period that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the payments owed by Tenant to Landlord for the balance of the Term after the time of the award exceeds the amount of the loss of payments owed by Tenant for the same period that Tenant proves could have been reasonably avoided; (iv) all costs incurred by Landlord in retaking possession of the Premises and restoring them to good order and condition; (v) all costs, including without limitation brokerage commissions, advertising costs and restoration and remodeling costs, incurred by Landlord in reletting the Premises; plus (vi) any other amount, including without limitation attorneys' fees and audit expenses, necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. "The worth at the time of the award," as used in clauses (i) and (ii) of this paragraph, is to be determined by computing interest as to each unpaid payment owed by Tenant to Landlord under the Lease, at the highest interest rate permitted by law. "The worth at the time of the award," as referred to in clause (iii) of this paragraph, is to be determined by discounting such amount, as of the time of award, at the discount rate of the San Francisco Federal Reserve Bank, plus 1%.

(c) To remove, at Tenant's sole risk, any and all personal property in the Premises and place such in a public or private warehouse or elsewhere at the sole cost and expense and in the name of Tenant. Any such warehouse shall have all of the rights and remedies provided by law against Tenant as owner of such property. If Tenant shall not pay the cost of such storage within thirty (30) days following Landlord's demand, Landlord may, subject to the provisions of applicable law, sell any or all such property at a public or private sale in such manner and at such times and places as Landlord deems proper, without notice to or demand upon Tenant. Tenant waives all claims for damages caused by Landlord's removal, storage or sale of the property and shall indemnify and hold Landlord free and harmless from and against any and all loss, cost and damage, including without limitation court costs and attorneys' fees. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, with all rights and powers necessary to effectuate the provisions of this subparagraph.

19.2 Continuation of Lease. Terminate Tenant's right to possession of the Premises without terminating this Lease, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder, and, at Landlord's election, to re-enter and relet the Premises on such terms and conditions as Landlord deems appropriate. If Landlord relets the Premises or any portion thereof, any rent collected shall be applied against amounts due from Tenant. Landlord may execute any lease made pursuant hereto in its own name, and Tenant shall have no right to collect any such rent or other proceeds. Landlord's re-entry and/or reletting of the Premises, or any other acts, shall not be deemed an acceptance of surrender of the Premises or Tenant's interest therein, a termination of this Lease or a waiver or release of Tenant's obligations hereunder. Landlord shall have the same rights with respect to Tenant's improvements and personal property as under Paragraph 19.1 above, even though such re-entry and/or reletting do not constitute acceptance of surrender of the Premises or termination of this Lease. Actions to collect amounts due by Tenant to Landlord under this subparagraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term.

19.3 Appointment of Receiver. Cause a receiver to be appointed in any action against Tenant and to cause such receiver to take possession of the Premises and to collect the rents or bonus rent derived therefrom. The foregoing shall not constitute an election by Landlord to terminate this Lease unless specific notice of such intent is given.

19.4 Late Charge. Charge late charges as provided in Paragraph 2.7.

19.5 Interest. Charge interest on any amount not paid when due as provided in Paragraph 22.2. Interest shall accrue from the date funds are first due or, if the payment is for funds expended by Landlord on Tenant's behalf, from the date Landlord expends such funds.

19.6 Attorneys' Fees. Collect, upon demand, all reasonable attorneys' fees and expenses incurred by Landlord in enforcing its rights and remedies hereunder.

19.7 Injunction. To restrain by injunction or other equitable means any breach or anticipated breach of this Lease.

19.8 Intentionally Deleted.

19.9 Duty to Mitigate. Upon any event of default hereunder by Tenant, Landlord shall be required to use commercially reasonable efforts to mitigate its damages. In satisfying Landlord's responsibility to mitigate its damages, Landlord shall not be obligated:

(1) To solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises including the final and unappealable legal right to re-let the Premises free of any claim of Tenant for possession, or to lease the Premises on terms which are not commercially reasonable under the circumstances;

(2) To offer the Premises to a prospective tenant when other Premises in the Project suitable for that prospective tenant's use are available;

(3) To lease the Premises to a substitute tenant for a rental substantially less than the then current fair market rental then prevailing for similar uses in comparable projects in the same market area as the Project (taking into account any tenant allowance offered by Landlord);

(4) To lease the Premises to a proposed substitute tenant whose use would violate any restriction, covenant or requirement contained in the lease of another tenant of the Project; or

(5) To lease to a proposed substitute tenant who does not have, in Landlord's reasonable opinion, sufficient financial resources or operating experience to operate the Premises in a first class manner.

20. LANDLORD DEFAULT; TENANT'S REMEDIES.

20.1 Landlord's Default. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within sixty (60) days after written notice is delivered by Tenant to Landlord and to the holder of any mortgages or deeds of trust (collectively, "*Lender*") covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than sixty (60) days are required for performance, then Landlord shall not be in default if Landlord or Lender commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord hereunder shall be construed as covenants, not conditions.

20.2 Tenant's Remedies. In the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant's exclusive remedies shall be an action for specific performance or action for actual damages. In no event shall Tenant be entitled to consequential, punitive or exemplary damages on account of any Landlord default. Tenant hereby waives the benefit of any laws granting it the right to perform Landlord's obligation, a lien upon the property of Landlord and/or upon Rent due Landlord, or the right to terminate this Lease or offset or withhold Rent on account of any Landlord default.

20.3 Non-Recourse. Notwithstanding anything to the contrary in this Lease, any judgment obtained by Tenant or any of Tenant's Parties against Landlord or any Indemnified Parties shall be satisfied only out of Landlord's equity interest in the Building and the legal parcel of land on which it sits. Neither Landlord nor any Indemnified Parties shall have any personal liability for any matter in connection with this Lease or its obligations as Landlord of the Premises, except as provided above. Tenant shall not institute, seek or enforce any personal or deficiency judgment against Landlord or any Indemnified Parties, and none of their property shall be available to satisfy any judgment hereunder, except as provided in this Paragraph 20.3.

20.4 Sale of Premises. In the event of any sale or transfer of the Premises (and provided that any security deposit held by the seller, transferor or assignor (collectively, "*Seller*") is delivered or credited to the purchaser, transferee or assignee (collectively, "*Purchaser*"), the Seller shall be and hereby is entirely freed and relieved of all agreements, covenants and obligations of Landlord thereafter to be performed and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the Seller and the Purchaser on any such sale, transfer or assignment that such Purchaser has assumed and agreed to carry out any and all agreements, covenants and obligations of Landlord hereunder.

21. MORTGAGES.

At the election of Landlord, or the holder of any mortgage or deed of trust affecting the Project or any ground lessor, this Lease and all of Tenant's rights hereunder shall be subject and subordinate at all times to any deed of trust, mortgage or ground lease which may now or hereafter affect the Project, and to all renewals, modifications, consolidations, replacements and extensions thereof. If any such mortgage or deed of trust is foreclosed or any ground lease terminated, at the election of Landlord's successor in interest, Tenant agrees, for the benefit of such successor in interest, to attorn to such successor in interest and become its tenant on the terms and conditions of this Lease for the remainder of the Term, and if required, to enter into a new lease with such successor in interest in the form of this Lease. Tenant's agreement to attorn shall survive the termination of this Lease. At the request of Landlord, the holder of such mortgage or deed of trust or any ground lessor, Tenant shall execute, acknowledge and deliver promptly in recordable form any instrument or subordination agreement that Landlord or such holder may request; provided, however, that such instrument shall include a provision requiring the purchaser at any foreclosure sale to continue this Lease in full force and effect in the same manner as if such purchaser were the Landlord so long as Tenant is not otherwise in default and requiring Tenant to attorn to such purchaser. In addition, at the request of Landlord, the holder of any mortgage or deed of trust or any ground lessor, Tenant shall execute, acknowledge and deliver promptly in recordable form any instrument that Landlord or such holder may

request to make this Lease superior to such mortgage, deed of trust or ground lease. Tenant's failure to execute each instrument, release or document, in a form reasonably acceptable to Tenant and Landlord's lender, within fifteen (15) days after written demand shall constitute an event of default by Tenant hereunder without further notice to Tenant (along with an immediate penalty equal to any loss, cost or damage suffered by Landlord as a result of Tenant's failure (not to exceed \$2,500.00), which amount shall be payable by Tenant upon demand therefor; provided, however, such penalty shall not be payable with respect to the second (and each subsequent) instrument, release or document requested by Landlord in any twenty-four (24) month period), or at Landlord's option Landlord shall execute such instrument, release or document on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact, coupled with an interest, and in Tenant's name, place and stead, to execute such documents in accordance with this Paragraph 21.

22. GENERAL PROVISIONS.

22.1 Singular and Plural. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

22.2 Interest on Past-Due Obligations. Except as expressly herein provided to the contrary, any amount due to Landlord not paid when due shall bear interest at the rate of twelve percent (12%) per annum (or the highest rate permitted by law, if lower) from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

22.3 Time of Essence. Time is of the essence.

22.4 Binding Effect. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

22.5 Choice of Law. This Lease shall be governed by the laws of the State in which the Project is located applicable to contracts made and to be performed in such state.

22.6 Captions. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

22.7 Certificates. Tenant agrees from time to time within fifteen (15) days after request of Landlord, to deliver to Landlord, or Landlord's designee, a Certificate of Occupancy for work performed by Tenant or Tenant's Parties in the Premises, annual financial statements (including balance sheets, income statements and other documents reasonably requested by Landlord) for each of the previous three (3) fiscal years of Tenant (provided such financial statements shall not be required to be delivered more than one time per year), and an estoppel certificate stating that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the date to which Rent has been paid, the unexpired Term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Landlord or Landlord's designee. Any such certificate may be conclusively relied upon by Landlord or Landlord's designee. At Landlord's option, Tenant's failure to timely deliver such estoppel certificate shall be an event of default by Tenant, without further notice to Tenant (along with an immediate penalty equal to any loss, cost or damage suffered by Landlord as a result of Tenant's failure (not to exceed \$2,500.00), which amount shall be payable by Tenant upon demand therefor; provided, however, such penalty shall not be payable with respect to the second (and each subsequent) estoppel certificate requested by Landlord in any twenty-four (24) month period), or it shall be conclusive upon Tenant that this Lease is in full force and effect, without modification except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance, and that not more than one (1) month's rent has been paid in advance.

22.8 Amendments. This Lease may not be altered, changed or amended except by an instrument in writing signed and dated by both parties hereto. Tenant agrees to make such reasonable modifications to this Lease as may be required by any lender in connection with the obtaining of financing or refinancing of the Project or any portion thereof.

22.9 Entire Agreement. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto, and supersedes all prior agreements or understandings. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect.

22.10 Waivers. The waiver by Landlord of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may arise between the parties in the administration of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with all of the provisions of this Lease. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any provisions, covenant, agreement or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted,

regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

22.11 Attorneys' Fees. If either Landlord or Tenant commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this Lease or the Premises, including but not limited to any action for recovery of Rent due and unpaid, to recover possession or for damages for breach of this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

22.12 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not constitute a merger. Such event shall, at the option of Landlord, either terminate all or any existing subtenancies or operate as an assignment to Landlord of any or all of such subtenancies.

22.13 Survival of Obligations. Paragraphs 2, 3.2, 4.2, 5.2, 8, 12.1, 12.5, 15.3, 16, 19, 20 and 22 and all obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term, including without limitation, all payment obligations with respect to Rent and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term, and prior to Tenant vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord (i) as necessary to perform Tenant's duties under paragraphs 6.1 and 16.1 and put the Premises, including without limitation, all heating and air conditioning systems and equipment therein, in good condition and repair, and (ii) as sufficient to meet Tenant's obligation hereunder for prorated Additional Rent for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied as the case may be. Any Security Deposit held by Landlord shall be credited against the amounts payable by Tenant under this Paragraph 22.13.

22.14 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22.15 Security Measures. Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, Tenants' Parties and their property from acts of third parties.

22.16 Easements. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by Tenant.

22.17 Multiple Parties. If more than one person or entity is named as Tenant herein, the obligations of Tenant hereunder shall be the joint and several responsibility of all persons or entities so named and the signature or verbal agreement (as appropriate) of any one of such persons or entities shall be sufficient to bind all such persons or entities to any consent, waiver, approval, estoppel, statement, amendment to this Lease or other agreement relating to this Lease.

22.18 Conflict. Any conflict between the printed provisions of this Lease and any typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

22.19 No Third Party Beneficiaries. This Lease is not intended by either party to confer any benefit on any third party, including without limitation, any broker, finder, or brokerage firm.

22.20 Effective Date/Nonbinding Offer. Submission of this Lease for examination or signature by Tenant does not constitute an offer or option for lease, and it is not effective as a lease or otherwise until executed and delivered by both Landlord and Tenant.

22.21 Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by one party to the other shall be deemed to be complied with when and if the following steps are taken:

(a) All Rent and other payments required to be made hereunder shall be payable to the applicable party hereto as follows: to Landlord at the address set forth in Item 1 of the Basic Lease Provisions, and to Tenant at the address set forth in Item 2 of the Basic Lease Provisions, or at such other addresses as the parties may have hereafter specified by written notice. All obligations to pay Rent and/or any other amounts under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by the respective party.

(b) Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered (i) upon personal delivery; (ii) seventy-two (72) hours after deposit thereof in the United States mail, postage prepaid,

certified or registered mail, return receipt requested; (iii) upon confirmation of delivery by Federal Express or other reputable overnight delivery service; or (iv) upon written confirmation of delivery by telegraph, teletype or other electronic written transmission device; correctly addressed to the parties hereto as follows: if to Tenant, then at the address specified in Item 2 of the Basic Lease Provisions; and if to Landlord, then at the address specified in Item 1 of the Basic Lease Provisions; or at such other address (but no more than one (1) address at a time, except as provided in Paragraph 20.1) as the recipient may theretofore have specified by written notice.

22.22 Water, Oil and Mineral Rights. Landlord reserves all right, title or interest in water, oil, gas or other hydrocarbons, other mineral rights and air and development rights, together with the sole and exclusive right of Landlord to sell, lease, assign or otherwise transfer the same, but without any right of Landlord or any such transferee to enter upon the Premises during the Term except as otherwise provided herein.

22.23 Confidentiality. Tenant agrees to keep the Lease and its terms, covenants, obligations and conditions strictly confidential and not to disclose such matters to any other landlord, tenant, prospective tenant, or broker; provided, however, Tenant may provide a copy of this Lease to its attorneys, accountants and bankers, and to a non-party solely in conjunction with Tenant's reasonable and good faith effort to secure an assignee or sublessee for the Premises.

22.24 Broker's Fees. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the brokerage firm specified in Item 14 of the Basic Lease Provisions, if any, and Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any claims, losses, liabilities, demands, costs, expenses or causes of action by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

22.25 Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law, except as otherwise provided herein.

22.26 Return of Check. If Tenant's check, given to Landlord in payment of any sum, is returned by the bank for non-payment, Tenant shall pay to Landlord immediately on demand, as Additional Rent, all expenses incurred by Landlord as a result thereof.

22.27 Effect of Refund. If Landlord receives payment by Tenant after an event of default has occurred, and subsequently returns or refunds such payment to Tenant, such refund shall have the effect of withdrawing Landlord's acceptance of such payment, as if such payment had never been accepted.

22.28 No Recordation of Lease. Neither this Lease nor any memorandum hereof may be recorded.

22.29 Authority. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease. Tenant shall, within thirty (30) days following execution of this Lease, deliver to Landlord evidence of such authority satisfactory to Landlord.

22.30 Interpretation. This Lease shall be construed fairly according to its terms without regard to which party, or which party's attorneys, prepared its form.

22.31 Landlord's Approvals. Except where the provisions of this Lease expressly provide that Landlord's consent or approval must be reasonably given, all consents or approvals of Landlord sought or required pursuant to the terms of this Lease may be given or withheld in Landlord's sole and absolute discretion.

22.32 Intentionally Deleted.

22.33 Waiver of Right to Trial by Jury. Tenant hereby waives the right to trial by jury in any action under or related to this Lease.

22.34 Substituted Premises. Intentionally Deleted.

22.35 Landlord's Waivers/Subordinations. In connection with any request for a waiver or subordination of Landlord's or its lender's lien rights on Tenant's personal property, Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with the review of such waiver or subordination agreement in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00). Notwithstanding the foregoing, Landlord shall be under no obligation to execute such a waiver or subordination agreement. Landlord may condition its execution of such waiver or subordination on Tenant depositing with Landlord a Security Deposit (or an increase of any existing Security Deposit). Notwithstanding the foregoing, Tenant shall not be liable for any of the foregoing charges solely with respect to the first request made by Tenant for a waiver or subordination of Landlord's lien rights on Tenant's personal property, so long as such request is made within thirty (30) days after the date hereof.

23. LIMITATION OF LIABILITY. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord:

23.1 the sole and exclusive remedy shall be against Landlord and Landlord's assets;

23.2 no partner, shareholder, director, or officer of Landlord shall be sued or named as party in any suit

or action (except as may be necessary to secure jurisdiction of Landlord);

23.3 no service of process shall be made against any partner, shareholder, director, or officer of Landlord (except as may be necessary to secure jurisdiction of Landlord);

23.4 no partner, shareholder, director, or officer of Landlord shall be required to answer or otherwise plead to any service of process;

23.5 no judgment will be taken against any partner, director, or officer of Landlord;

23.6 any judgment taken against any partner, shareholder, director, or officer of Landlord may be vacated and set aside at any time without hearing;

23.7 no writ of execution will ever be levied against the assets of any partner, director, or officer of Landlord; and

23.8 these covenants and agreements are enforceable both by Landlord and also by any partner, shareholder, director, or officer of Landlord.

24. **OFAC REPRESENTATION.** Tenant is not (i) acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation, nor (ii) engaged in any dealings or transactions, directly or indirectly, in contravention of any United States, international or other applicable money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. § 1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. Tenant shall, within five (5) days after Landlord's request, provide such information as Landlord may require to verify the foregoing representations or as may be required in order to enable Landlord to comply with any reporting requirements or applicable laws pertaining to the foregoing representations.

Tenant agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by statute or at common law.

[Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

LANDLORD:
COLUMBIA COLORADO SMITH INDUSTRIAL, LLC
a Delaware limited liability company

By: Columbia Industrial Properties, LLC,
A Delaware limited liability company,
Its member

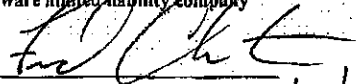
By: Lincoln Industrial Manager, LLC,
A Delaware limited liability company,
Its manager

By: Lincoln Advisory Group, Ltd.,
A Texas limited partnership,
Its manager

By: Lincoln GP Advisory Group, Inc.,
A Texas corporation,
Its general partner

By: _____
Gary F. Kobus
Its: President

TENANT:
PRODUCTION RESOURCE GROUP, L.L.C.
a Delaware limited liability company

By: 

Its: EVPR CFO 10/18/10

EXHIBIT A

SITE PLAN

STANDARD INDUSTRIAL BUILDING SYSTEMS

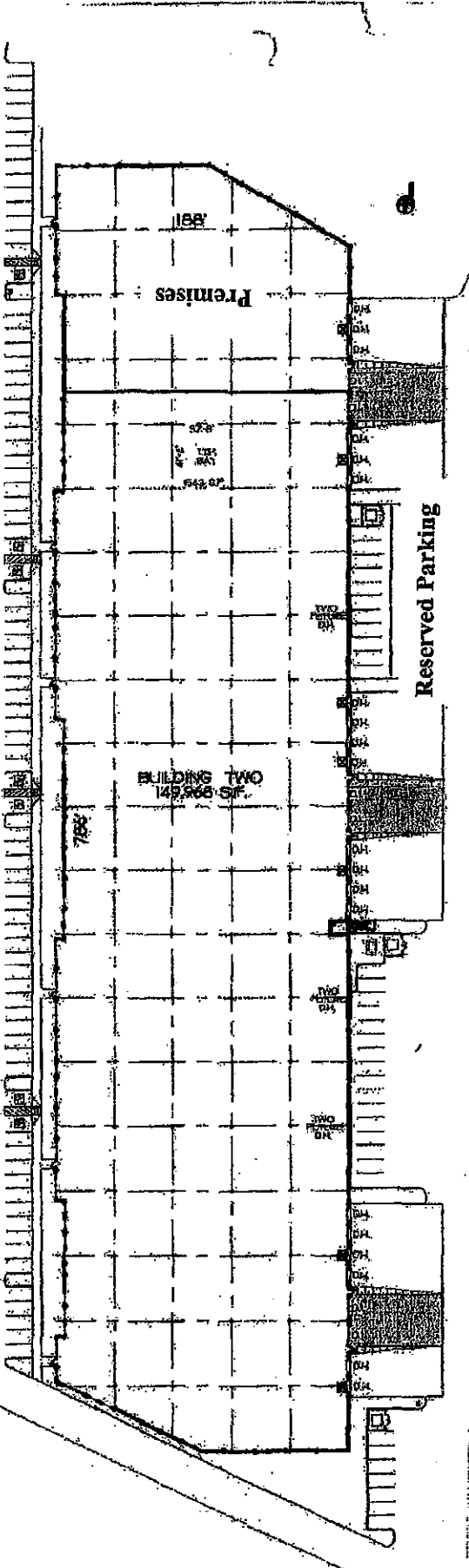


EXHIBIT B

WORK LETTER AND CONSTRUCTION AGREEMENT

Landlord will provide the following improvements to the Premises at Landlords' sole cost and expense:

- Repaint and re-carpet the office portion of the Premises using Building standard materials;
- Install vinyl composite tile flooring in the restrooms and break room in the office portion and lab area of the Premises;
- Install parabolic light fixtures in the office/lab area of the Premises;
- Provide 400 amps/480 volt/ 3 phase electric service;
- Provide pit levelers, dock lights, and dock shelters on two (2) of the dock doors serving the Premises;

Otherwise, Landlord will provide the Premises in its "As Is" condition.

Tenant is responsible for the cost of any other improvements to the Premises including, without limitation, the installation of a paint booth in accordance with all applicable laws, codes and ordinances (collectively, the "Tenant Improvements"), which Tenant Improvements shall be subject to the prior written approval of Landlord.

EXHIBIT C
TENANT SIGN CRITERIA

1. TENANT'S RESPONSIBILITIES:

a. Tenant shall pay for and obtain all City permits and/or licenses. All signs and their installation must comply with all City local building codes. The City sign ordinance should be consulted for any items not covered in this criteria.

b. The Tenant's sign contractor shall be responsible for the fulfillment of all requirements and specifications completing the installation in a workmanlike manner, cleanup, patching and painting all surfaces damaged by them.

c. The Tenant is responsible for the sign fabrication, installation, cost and maintenance in its entirety.

2. LOCATION AND SIZE:

Sign shall be located above tenant entryway as illustrated on Exhibit C-1 (attached). A maximum of one (1) sign will be permitted per Tenant, limited to one (1) row of copy, with maximum letter height of eighteen inches (18") and a minimum height of nine inches (9"). The maximum length of the sign will not exceed eighteen feet (18') or 70% of store frontage, whichever is less.

3. COPY AND LOGO:

The "copy and logo" criteria for each sign shall be evaluated by Landlord on an individual basis.

a. Tenants shall display only their established trade names.

b. The copy (letter type) and logos for all tenants must be submitted to and approved by Landlord.

c. Universal 65 upper case copy will be used when tenant does not have an established logo or letter type.

4. COLOR SELECTION:

Letter color selection shall be established colors related to trade names or one of five project colors, as specified on Exhibit C-1. All colors shall have a semigloss finish and will be subject to Landlord's approval.

5. CONSTRUCTION:

All building signs shall be one inch (1") thick, 2.1 density closed cell foam consisting of extruded polystyrene with integral surface skins. The signs will be mounted flush to wall facia with clear construction silicone sealant.

6. APPROVALS:

Tenant must obtain prior written approval from Landlord of sign shop drawings and color samples prior to submittal to the City. The drawings shall address the criteria listed in this exhibit. Tenant shall submit a minimum of four (4) shop drawings, a color sample, and a sample of the foam to Landlord. Two (2) drawings will be returned with an approval and/or comments within a reasonable amount of time. Once Tenant has Landlord approval, Tenant may submit drawings to the City for permits. Permits should be obtained prior to initiating manufacture.

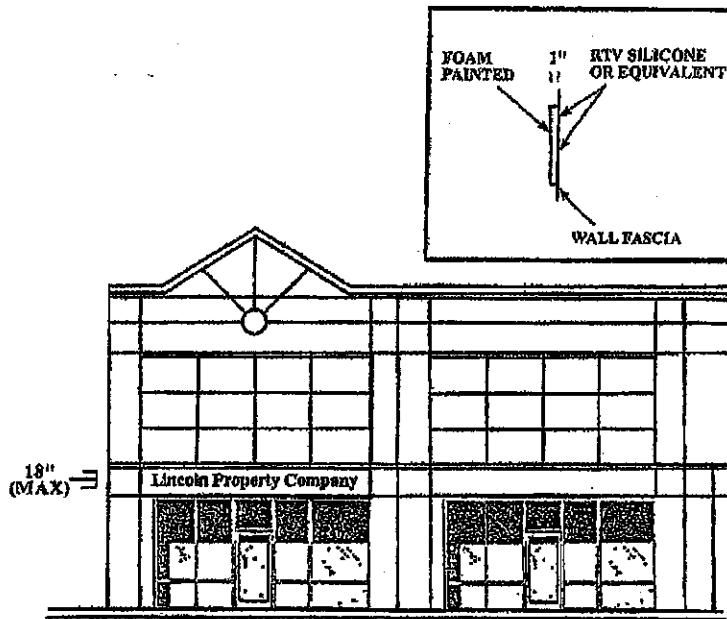
7. REMEDIES:

If Tenant's sign violates any of the above criteria, Landlord shall request Tenant to remove the sign. Failure of Tenant to remove sign and repair wall to its original condition within five days will allow Landlord to remove the sign and repair wall at Tenant's expense.

LANDLORD'S INITIALS _____

TENANT'S INITIALS _____

EXHIBIT C-1



TENANT SIGNAGE
 (NOT TO EXCEED 20% OF
 STORE FRONTAGE OR BE GREATER
 THAN 18" IN LENGTH)

CONSTRUCTION:
 1" THICK, 2.1 DENSITY
 CLOSED CELL FOAM MOUNTED
 FLUSH TO WALL FASCIA WITH
 SILICONE SEALANT

TENANT FRONTAGE
 COPY TO BE CENTERED
 ON ENTRANCE

PROJECT COLORS:
 PAINT TO MATCH THE FOLLOWING
 1-SHOT ENAMEL COLORS:
 RED #104L
 BLUE #115L
 GREEN #144L
 TURQUOISE #150L
 BLACK

EXHIBIT D

ENVIRONMENTAL QUESTIONNAIRE

FOR OFFICE USE ONLY:

Proposed Lease Commencement Date: _____ Marketing Director: _____

Original Renewal Expansion

PRE-LEASING ENVIRONMENTAL EXPOSURE QUESTIONNAIRE
(To be completed prior to Lease Approval)

Property Address: 13450 Smith Road, Suite 100
Aurora, CO 80011

Proposed Tenant: **Production Resource Group, L.L.C.**
(Include full legal name of proposed tenant and any d/b/a)

Current Address:

Description of Proposed Use of Property:

PLEASE ANSWER THE FOLLOWING QUESTIONS ACCURATELY AND FULLY, ATTACHING ADDITIONAL PAGES IF NECESSARY. YOUR RESPONSES TO THIS QUESTIONNAIRE, INCLUDING ANY AND ALL ATTACHMENTS, SHALL BE INCORPORATED AS REPRESENTATIONS AND WARRANTIES IN THE LEASE WHEN EXECUTED, AND INCORRECT, MISLEADING OR MATERIALLY INCOMPLETE RESPONSES SHALL BE DEEMED A BREACH OF SAID LEASE.

- I. Will any of the following chemicals, petroleum products or hazardous materials be made, used, placed, or stored on the property in quantities greater than the minimum quantity listed in column (1) below? If yes, please mark column(s) (2), (3), and/or (4) as applicable.

| <u>Categories of Chemicals</u> | <u>(1) Minimum Quantity</u> | <u>(2) Made</u> | <u>(3) Used</u> | <u>(4) Placed</u> | <u>(5) Stored</u> |
|---|-------------------------------------|---------------------|---------------------|-----------------------|-----------------------|
| Solvents, Degreasers | 1 Gallon | _____ | _____ | _____ | _____ |
| Paint Thinners/Remover | 1 Gallon | _____ | _____ | _____ | _____ |
| Paint | 5 Gallons | _____ | _____ | _____ | _____ |
| Oil (New) | 5 Gallons | _____ | _____ | _____ | _____ |
| Gasoline | 1 Gallon | _____ | _____ | _____ | _____ |
| Antifreeze | 5 Gallons | _____ | _____ | _____ | _____ |
| Other Automotive Fluids | 1 Gallon | _____ | _____ | _____ | _____ |
| Diesel Fuel | 5 Gallons | _____ | _____ | _____ | _____ |
| Heavy (Toxic) Metal Containing Compounds | 1 Pound | _____ | _____ | _____ | _____ |
| Liquid Plastics/Activators | 1 Gallon | _____ | _____ | _____ | _____ |
| Flammable Gases | 20 Cu Ft | _____ | _____ | _____ | _____ |
| Toxic Gases | 20 Cu Ft | _____ | _____ | _____ | _____ |
| Acids | 1 G/5 Lb | _____ | _____ | _____ | _____ |
| Bases (soda, ash, lye, etc.) | 1 G/5 Lb | _____ | _____ | _____ | _____ |
| Other Flammable Materials | 1 G/5 Lb | _____ | _____ | _____ | _____ |
| Other Corrosive Materials | 1 G/5 Lb | _____ | _____ | _____ | _____ |
| Other Toxic Materials | 1 G/5 Lb | _____ | _____ | _____ | _____ |
| Other Reactive Materials | 1 G/5 Lb | _____ | _____ | _____ | _____ |
| Liquid Hazardous Waste | 1 Gallon | _____ | _____ | _____ | _____ |
| Solid Hazardous Waste | 1 Pound | _____ | _____ | _____ | _____ |

1.1 If required for your operations, please provide Landlord a copy of your Hazardous Material Business Management Plan.

1.2 Do your operations require H-occupancy storage or other special construction? Yes No

If yes, please explain:

2. Will any of the following structures be used on the property? If yes, describe the contents of each. _____

| Feature | Contents | _____ | _____ |
|-------------------|----------|-------|-------|
| Underground Tank | _____ | _____ | _____ |
| Above-ground Tank | _____ | _____ | _____ |
| Clarifier | _____ | _____ | _____ |
| Sump | _____ | _____ | _____ |
| Trench | _____ | _____ | _____ |
| Waste Pile | _____ | _____ | _____ |
| Chemical Piping | _____ | _____ | _____ |
| Floor Drain | _____ | _____ | _____ |
| Other _____ | _____ | _____ | _____ |

2.1 Please describe plans for secondary containment and leak monitoring.

3. Will any hazardous wastes or liquid wastes be generated by on site operations or brought on to the property? _____

If yes, complete the following:

3.1 Identify each such hazardous waste or liquid waste.

3.2 Describe onsite storage, including secondary containment, and/or treatment.

3.3 Describe your plans for disposal of hazardous wastes or liquid waste including off-site disposal.

4. Will operations result in any wastewater discharges to the sewer? _____

Will operations result in any wastewater discharges to locations other than the sewer (including storm drain)?

If yes, describe each wastewater stream and plans for handling wastewater discharges:

4.1 Have you performed any testing or analysis of wastewater discharges or other wastewater effluent from your current facility? _____

If yes, attach the results of any such testing or analysis.

- 4.2 Will your operations require any stormwater discharge permits? _____
- If yes, describe: _____
5. Will activities on the property require warnings to be given to workers or visitors on the Leased Premises or the surrounding community? _____
- If yes, please describe how you will provide such communications or warnings. _____
6. Will operations result in any air emissions (including dust)? _____
- If yes, describe: _____
- 6.1 Will permits from the Southern Coast Air Quality Management District be required? _____
7. Will operations result in air emissions which include hazardous or toxic air pollutants? _____
- 7.1 If yes, will any public notice or disclosure be required? _____
8. Will operations be subject to Risk Management & Preview Planning requirements or other risk reduction requirements? _____
9. Will your operations involve any on-site vehicle or equipment maintenance, repair or cleaning, including but not limited to oil changes, oil filter changes, brake pad replacement, battery changes, radiator flushing, radiator fluid replacement, and equipment, and equipment wash down and cleaning? _____
- If yes, describe all such maintenance: _____
- 9.1 Will these on-site vehicles or equipment use batteries? _____
- If yes, describe battery storage method: _____
10. Will your operations include a machine shop? _____
- If yes, describe all operation: _____
11. Will your operations include any metal plating or metal fabrication? _____
- If yes, describe: _____
12. Will your operations include the use of solvents? _____
- If yes, describe: _____

13. Has your present facility or operation ever been the subject of an environmental investigation, an environmental enforcement action, or permit revocation proceeding? _____

If yes describe:

14. Have you ever been identified as a potentially responsible party for any environmental cleanup, compliance or abatement proceedings? _____

If yes, describe:

15. Have you ever received a notice of violation or notice to comply from any environmental regulatory agency within the past five years? _____

If yes, describe:

16. Have you had any complaints from neighbors relating to noise, odor, air emissions, or dust at your present facility? _____

If yes, describe:

16.1 Have you had any complaints relating to hazardous materials handling, storage, treatment or disposal from neighbors at your present facility? _____

If yes, describe:

17. Will the proposed use of the property require the filing of any environmental reports or other documents to any agencies? _____

18. Attach copies of all Material Safety Data Sheets ("MSDS") for all chemicals you intend to use, store, or handle on the property. _____

19. Has an Environmental Audit been conducted at your present facility? (If yes, attach a copy of any report prepared in connection with any such audit.) _____

20. Please provide the Landlord your Emergency Response Plan and any contingency or emergency plans for the property in case of an accidental release of hazardous materials. _____

21. Identify the name, title and qualifications/experience of person responsible for your environmental, health and safety program: _____

Name: _____

Title: _____

Qualifications/experience: _____

22. Name and telephone number of person to contact for additional information:

Name: _____

Title: _____

Telephone Number: _____

23. Please provide any additional information/comments concerning your environmental compliance program and environmental compliance history:

The undersigned hereby certifies that the information above is correct and complete.

Production Resource Group, L.L.C.

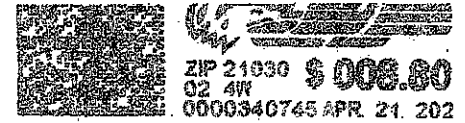
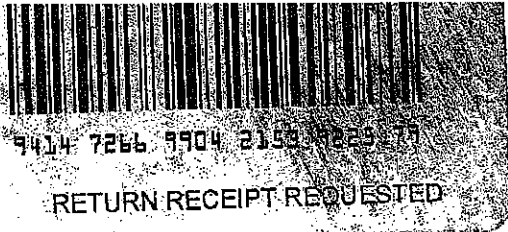
Name: _____

Title: _____

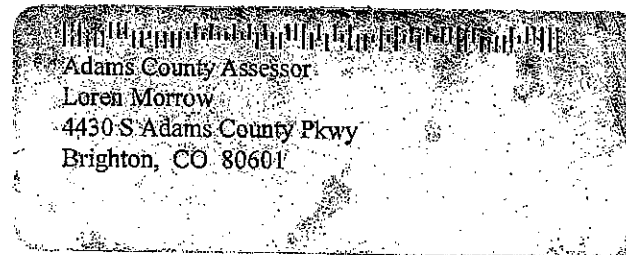
Date: _____



20 Wight Avenue, Suite 200
Hunt Valley, Maryland 21030
USA



FIRST CLASS MAIL



**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R0177691 Parcel No : 0171908203002
 Petition Year : 2019 Date Filed : February 24, 2020
 Owner Entity : KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT
 Owner Address : 3965 AIRPORT DRIVE, INDIANAPOLIS, IN 46254
 Owner City : INDIANAPOLIS State : IN
 Property Location : 11150 IRVING DRIVE, WESTMINSTER, CO 80031

| TYPE | OCC CODE | PETITIONER'S REQUESTED VALUES | | ASSESSOR'S ASSIGNED VALUES | | ORIGINAL TAX WARRANT |
|-----------------|----------|-------------------------------|--------------------|----------------------------|--------------------|------------------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | |
| REAL | | L: \$2,536,586 | \$181,370 | L: \$2,536,586 | \$181,370 | A. Ratio 7.15% |
| | | I: \$79,786,456 | \$5,704,730 | I: \$79,786,456 | \$5,704,730 | Mill Levy 106.653 |
| TOTALS : | | \$38,860,800 | \$2,778,550 | \$82,323,042 | \$5,886,100 | Original Tax \$627,770 |

Tax Exempt Portion
0%

Petitioner's Statement :

Subject property is classified on the county website as Multiple - Elderly Assisted Living. It has a total of 168 units for a PPUnit of \$490,018. The 2017/18 value was \$32,384,0000, representing a 154% increase in 2019. The client stated there were no capital improvements from 1/1/17-12/31/18, just some paint and carpet.

Assessor's Report

Situation :

The valuation of Multiple -Elderly Assisted Living properties in Colorado are considered residential properties and are valued by the Sales Comparison Approach. There are a minimal amount of sales in the base period therefore the sales over the last 5 years prior to the appraisal date were researched. Many of sales of similar properties include some type of business value due to the amenities that are available on location.

Action :

Market sales throughout the state were researched and compared to the subject property. Similar properties that have gone through the appeal process for 2019 were compared to the subject for equalization purposes.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

| TYPE | OCC CODE | ASSESSOR'S ASSIGNED VALUE | | RECOMMENDED VALUE | | REVISED TAX WARRANT |
|-----------------|----------|---------------------------|--------------------|---------------------|--------------------|---------------------|
| | | Actual Value | Assessed Value | Actual Value | Assessed Value | Tax Refund |
| REAL | | L: \$2,536,586 | \$181,370 | L: \$2,536,586 | \$181,370 | \$282,329.69 |
| | | I: \$79,786,456 | \$5,704,730 | I: \$42,762,944 | \$3,057,550 | Revised Tax |
| TOTALS : | | \$82,323,042 | \$5,886,100 | \$45,299,530 | \$3,238,920 | \$345,440.53 |

Digitally signed by Gregory J. Broderick
 DN: cn=Gregory J. Broderick, o=Adams County, ou=Assessor's Office,
 email=broderick@adamscounty.org, ou=US
 Date: 2020.06.09 15:27:13 -0600

June 9, 2020

Gregory J. Broderick

Date

Certified General Appraiser CG40013813

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0177691 Parcel NO.(S) 0171908203002

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

| | |
|--------------|--------------|
| Land | \$2,536,586 |
| Improvements | \$79,786,456 |
| Total | \$82,323,042 |

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

| | |
|--------------|--------------|
| Land | \$2,536,586 |
| Improvements | \$42,762,944 |
| Total | \$45,299,530 |

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: May 15, 2020

Petitioner's Representative
KEYSTONE WESTMINSTER
LLC 79.6% INT AND
KEYSTONE FEDERAL LLC
20.4% INT

Gregory J. Broderick
Digitally signed by Gregory J. Broderick
DN: cn=Gregory J. Broderick, o=Adams County, ou=Assessor's Office,
email=gbroderick@adcogov.org, c=US
Date: 2020.05.15 15:45:03 -0600'

Assessor Representative
Adams County Assessor's Office

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

RECEIVED

Date: February 2020
Month Day Year

FEB 24 2020

Petitioner's Name: KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT

OFFICE OF THE
ADAMS COUNTY ASSESSOR

Petitioner's Mailing Address: 3965 AIRPORT DRIVE
INDIANAPOLIS IN 46254

City or Town State Zip Code

| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
|--------------------------------|---|
| <u>0171908203002 /R0177691</u> | <u>11150 IRVING DR</u> |
| | |
| | |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Please see attached

Petitioner's estimate of value: \$ 38,860,800 (2019)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature Daytime Phone Number (_____) _____

By Cal Hyslop
Agent's Signature Daytime Phone Number (720) 930-4846

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year _____

| | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
|--------------|---------------|-----------------|------------|
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

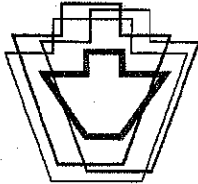
Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature



Keystone Senior Management Services, Inc.

LETTER OF AUTHORIZATION

TO: Adams County Assessors and others to whom it may concern

RE: Parcel # 0171908203002 / R0177691, 11150 IRVING DR

This letter will introduce the firm of **Paradigm Tax Group**, which is authorized to represent **KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT** concerning Ad Valorem Taxes on real and personal property for 2019-20 and prior years. This authorization letter will supersede any previous letters of authorization on file.

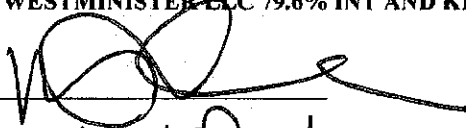
Paradigm Tax Group is authorized to file personal and real estate returns, to review and receive copies of any prior year's tax returns, to investigate appraisals and assessments, to submit income and expense information, to appeal property values and taxes, to receive tax bills, to make any necessary corrections to the taxing authority's records, to appear before administrative boards or agencies and where authorized, to appear before courts of competent jurisdiction and to prepare to take such actions in our offices as necessary to effectuate same. **Paradigm Tax Group** is authorized to act as agent, and/or attorney in fact, with those rights on this property owned or controlled by the undersigned entity.

A photographic or facsimile copy of this authorization and my signature may be deemed to be the equivalent of the original or may be used as a duplicate original.

The rights, powers, and authorization of **Paradigm Tax Group** herein granted shall commence upon the execution of this letter of authorization.

ACCEPTED:

KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT

Signature: 

Print Name: Mark Paul


Title: CFO

Date: 2/7/2020

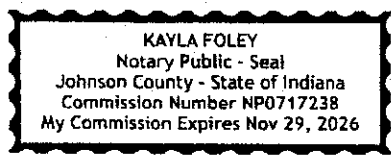
State of Indiana

County of Marion

The foregoing instrument was acknowledged before me this 7 day of February, 2020


Notary Public

My commission expires: 11/29/2026



of units, as I could not find unit information on all of the properties. An adjustment for size was done.

| SUBJECT | VALUE | SF | YOC | PRICE/SF | Land Acreage | Land SF | L:B | # of Units | PPUnit |
|---|--------------|---------|------|----------|--------------|---------|------|------------|-----------|
| 11150 IRVING DR R0177691 Multiple - Elderly Assisted Living | \$82,323,042 | 179,092 | 2009 | \$459.67 | 7.28 | 317,073 | 1.77 | 168 | \$490,018 |
| COMPARABLES | | | | | | | | | |
| 12610 HUDSON ST R0180297 Multiple - Elderly Assisted Living | \$22,000,000 | 86,977 | 2012 | \$252.94 | 2.86 | 124,621 | 1.43 | 113 | \$194,690 |
| 451 MALLEY DR R0031071 Multiple - Elderly Assisted Living | \$19,427,407 | 53,816 | 1998 | \$361.00 | 3.25 | 141,570 | 2.63 | | |
| 10300 SHERIDAN BLVD R0121198 Multiple - Elderly Assisted Living | \$11,400,000 | 57,262 | 1999 | \$199.08 | 5.95 | 259,182 | 4.53 | | |
| 12201 WASHINGTON CENTER PKWY R0181324 Home For the Elderly | \$12,168,000 | 74,391 | 2014 | \$163.57 | 4.02 | 175,163 | 2.35 | | |
| EQUALIZATION | | | | | | | | | |
| 11150 IRVING DR R0177691 Multiple - Elderly Assisted Living | \$43,724,881 | | | \$244.15 | Average | | | | |
| | \$37,166,149 | | | \$207.53 | Adj for size | | | | \$221,227 |


Finally, attached is a base period sale that shows a sale price of \$44,250,000 or PPUnit of \$354,000 with 125 units. The Jeffco county value is actually \$20,646,024 or \$165,168/unit.

A 20% increase from the 2017/18 value would be \$38,860,800 or \$231,314/unit. All of the presented evidence suggests this value is reasonable for 2019/2020.

We respectfully request that the value be reduced to \$38,860,800.

Thank you in advance for your help and consideration.

Sincerely,



Carol Hughett
Sr Managing Consultant
chughett@paradigmtax.com

Land Valuation Summary

| Account Number | Land Type | Unit of Measure | Number of Units | Fire District | School District | Vacant/Improved | Actual Value | Assessed Value |
|-----------------------|-------------|-----------------|-----------------|---------------|--------------------|-----------------|-----------------------|---------------------|
| R0177691 | Residential | Acres | 7.2790 | | School District 12 | I | \$2,536,586.00 | \$181,370.00 |
| | | | | | | | | |
| Land Subtotal: | | | | | | | \$2,536,586.00 | \$181,370.00 |

Improvements Valuation Summary

| Account Number | Actual Value | Assessed Value |
|-------------------------------|------------------------|-----------------------|
| R0177691 | \$79,786,456.00 | \$5,704,730.00 |
| | | |
| Improvements Subtotal: | \$79,786,456.00 | \$5,704,730.00 |

| | | |
|-----------------------------|------------------------|-----------------------|
| Total Property Value | \$82,323,042.00 | \$5,886,100.00 |
|-----------------------------|------------------------|-----------------------|

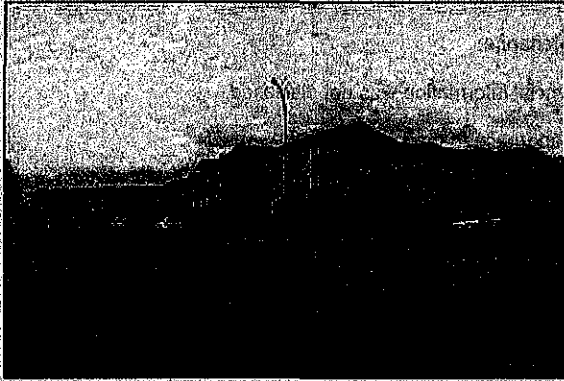
Building Summary**Building Number: 1****Individual Built As Detail**

| | |
|-----------------------------------|------------------------------------|
| Built As: | Multiple - Elderly Assisted Living |
| Year Built: | 2009 |
| Building Type: | Multiple Unit |
| Construction Type: | Frame Aluminum |
| Built As SQ Ft: | 103749 |
| Number of Rooms: | 332 |
| Number of Baths: | 83.00 |
| Number of Bedrooms: | 83 |
| Attached Garage SQ Ft: | 0 |
| Detached Garage Square Ft: | 0 |
| Basement SQ Ft: | 0 |
| Finished Basement SQ Ft: | 0 |

7390 W Eastman Pl - Lakeview Senior Living**SOLD**

1

Lakewood, CO 80227

Sale on 6/1/2018 for \$44,250,000 (\$376.10/SF) - Research Complete
117,655 SF Assisted Living Building**Buyer & Seller Contact Info**

Recorded Buyer: **Hsre Lakeview Lakewood Llc**
 True Buyer: **Harrison Street Capital**
 444 W Lake St
 Chicago, IL 60606
 (312) 920-0500

Buyer Type: **Equity Funds**
 Buyer Broker: **No Buyer Broker on Deal**

Recorded Seller: **S-K Lakeview LLC**
 True Seller: **Spectrum Real Estate Group, Inc.**
 4600 Syracuse St
 Denver, CO 80237
 (303) 360-8812

Seller Type: **Developer/Owner-RGNL**
 Listing Broker: **No Listing Broker on Deal**

Transaction Details

ID: 4303164

Sale Date: **06/01/2018**
 Escrow Length: **-**
 Sale Price: **\$44,250,000-Confirmed**
 Asking Price: **-**
 Price/SF: **\$376.10**
 Price/AC Land Gross: **\$10,460,992.91**

Sale Type: **Investment**
 Bldg Type: **Assisted Living**
 Year Built/Age: **-**
 GLA: **117,655 SF**
 Land Area: **4.23 AC (184,259 SF)**

Percent Leased: **96.0%**
 Transfer Tax: **\$4,425**

Percent Improved: **88.5%**
 Total Value Assessed: **\$1,151,089 in 2017**
 Improved Value Assessed: **\$1,018,338**
 Land Value Assessed: **\$132,751**
 Land Assessed/AC: **\$31,383**

No. of Tenants: **2**
 Tenants at time of sale: **Spectrum Retirement - Lakeview Senior Living; Spectrum Retirement Communities Llc**
 Financing: **Down payment of \$44,250,000.00 (100.0%)**
 Legal Desc: **SECTION 35 TOWNSHIP 04 RANGE 69**
 Parcel No: **49-354-07-165**
 Document No: **0049578**

| | | | | | | | | |
|--------------------|-----|-------------|-------|-------------|-----------|-------------|----------|----------|
| 2/15/2013 | 214 | \$ 3,551.89 | 1 Bed | \$ 3,700.00 | | \$ 3,551.89 | \$ 40.00 | |
| T2/7/2017-12/28/17 | 215 | \$ 3,600.00 | 1 Bed | \$ 3,700.00 | | \$ 3,600.00 | | |
| 1/30/2014 | 216 | \$ 3,606.00 | 1 Bed | \$ 3,700.00 | | \$ 3,606.00 | \$ 40.00 | |
| 3/23/2012 | 217 | \$ 3,323.77 | 1 Bed | \$ 3,700.00 | | \$ 3,323.77 | | |
| 12/1/2017 | 218 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | \$ 40.00 | |
| 7/15/2014 | 219 | \$ 3,605.00 | 1 Bed | \$ 3,700.00 | | \$ 3,605.00 | \$ 30.00 | |
| 2/18/2015 | 220 | \$ 3,500.97 | 1 Bed | \$ 3,700.00 | | \$ 3,500.97 | \$ 40.00 | \$ 25.00 |
| 8/19/2011 | 221 | \$ 3,475.51 | 1 Bed | \$ 3,700.00 | | \$ 3,475.51 | | |
| 2/24/2010 | 222 | \$ 3,346.47 | 1 Bed | \$ 3,700.00 | | \$ 3,346.47 | | |
| 4/22/2016 | 223 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 4/24/2010 | 224 | \$ 3,347.11 | 1 Bed | \$ 3,700.00 | | \$ 3,347.11 | | |
| 3/28/2014 | 225 | \$ 3,605.00 | 1 Bed | \$ 3,700.00 | | \$ 3,605.00 | | |
| 3/15/2013 | 226 | \$ 3,449.44 | 1 Bed | \$ 3,700.00 | | \$ 3,449.44 | | \$ 25.00 |
| 3/1/2017 | 227 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 3/11/2015 | 228 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 2/10/2015 | 229 | \$ 3,500.97 | 1 Bed | \$ 3,700.00 | | \$ 3,500.97 | | \$ 25.00 |
| 9/20/2016 | 301 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | \$ 800.00 | \$ 4,500.00 | \$ 40.00 | \$ 25.00 |
| | 302 | | 1 Bed | \$ 3,700.00 | | \$ - | | |
| 3/30/2015 | 303 | \$ 4,455.78 | 2 Bed | \$ 4,600.00 | | \$ 4,455.78 | \$ 40.00 | |
| 2/28/2010 | 304 | \$ 3,873.83 | 2 Bed | \$ 4,600.00 | | \$ 3,873.83 | | \$ 25.00 |
| 12/10/2015 | 305 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 | | |
| 4/19/2016 | 306 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 | | |
| 7/1/2016 | 307 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 11/3/2017 | 308 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 1/31/2010 | 309 | \$ 3,873.83 | 2 Bed | \$ 4,600.00 | \$ 675.00 | \$ 4,548.83 | \$ 40.00 | |
| 3/28/2017 | 310 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 | | |
| 5/20/2012 | 311 | \$ 3,488.61 | 1 Bed | \$ 3,700.00 | | \$ 3,488.61 | | |
| 10/14/2016 | 312 | \$ 4,500.00 | 2 Bed | \$ 4,600.00 | | \$ 4,500.00 | \$ 40.00 | \$ 25.00 |
| 1/11/2017 | 313 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 6/7/2017 | 314 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | \$ 40.00 | |
| 3/27/2017 | 315 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 9/1/2010 | 316 | \$ 3,346.47 | 1 Bed | \$ 3,700.00 | | \$ 3,346.47 | \$ 40.00 | |
| T12/19/16-4/23/16 | 317 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 2/23/2012 | 318 | \$ 3,488.61 | 1 Bed | \$ 3,700.00 | | \$ 3,488.61 | | |
| 3/29/2013 | 319 | \$ 3,552.47 | 1 Bed | \$ 3,700.00 | | \$ 3,552.47 | | |
| 12/15/2017 | 320 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 6/23/2015 | 321 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 | | |
| 1/6/2014 | 322 | \$ 3,605.00 | 1 Bed | \$ 3,700.00 | | \$ 3,605.00 | | |
| 5/1/2010 | 323 | \$ 3,347.11 | 1 Bed | \$ 3,700.00 | | \$ 3,347.11 | \$ 40.00 | |

| Date of FR | Apt. | Current R&B | Co pay | INNOVAGE | Room | Fair Market | 2nd person | Care Level | Care Level 2 | Current Rate | Additional |
|--------------------------|------|-------------|-------------|-------------|-------|-------------|-------------|------------|--------------|--------------|------------|
| 12/9/2016 | 101 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ 1,000.00 | \$ 850.00 | \$ 1,250.00 | \$ 7,800.00 | |
| 7/27/2017 | 102 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 550.00 | \$ - | \$ 5,250.00 | |
| 5/19/2017 | 103 | \$ 4,700.00 | | | 1Bed | \$ 4,700.00 | \$ - | \$ 850.00 | \$ - | \$ 5,550.00 | |
| 1/28/2012 | 104 | \$ 2,234.62 | \$ 640.00 | \$ 1,594.62 | 1 Bed | \$ 2,234.62 | \$ - | \$ - | \$ - | \$ 2,234.62 | |
| 2/1/2012 | 104 | \$ 2,234.62 | \$ 619.00 | \$ 1,615.62 | 1 Bed | \$ 2,234.62 | \$ - | \$ - | \$ - | \$ 2,234.62 | |
| 8/15/2016 | 105 | \$ 6,000.00 | | | 2 Bed | \$ 6,000.00 | \$ 1,000.00 | \$ 515.00 | \$ 515.00 | \$ 8,030.00 | |
| T10/15/10-3/7/2017 | 106 | \$ 6,000.00 | | | 2 Bed | \$ 6,000.00 | \$ 1,000.00 | \$ 850.00 | \$ - | \$ 7,850.00 | |
| 10/17/2016 | 107 | \$ 4,600.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | \$ - | \$ 5,150.00 | |
| 7/24/2017 | 108 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | \$ - | \$ 5,250.00 | |
| 12/20/2016 | 109 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ - | \$ - | \$ 4,700.00 | |
| 12/6/2017 | 110 | \$ 4,017.52 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ - | \$ - | \$ 4,017.52 | |
| 2/28/2017 | 111 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 250.00 | \$ - | \$ 4,950.00 | |
| 11/15/2016 | 112 | \$ 4,600.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 500.00 | \$ - | \$ 5,100.00 | |
| 5/8/2015 | 113 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 515.00 | \$ - | \$ 5,215.00 | |
| 11/22/2017 | 201 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | | | \$ 4,700.00 | |
| 3/29/2017 | 202 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | \$ - | \$ 5,250.00 | |
| 11/29/2017 | 203 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 300.00 | | \$ 5,000.00 | |
| 9/30/2014 | 204 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 250.00 | \$ - | \$ 4,950.00 | |
| 1/15/2014 | 205 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 824.00 | \$ - | \$ 5,524.00 | |
| 10/10/2015 | 206 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 550.00 | | \$ 5,250.00 | |
| 11/21/2016 | 207 | \$ 4,600.00 | | | 1 Bed | \$ 4,700.00 | \$ 1,000.00 | | \$ - | \$ 5,600.00 | |
| 3/8/2017 | 208 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | \$ - | \$ 5,250.00 | |
| 9/18/2017 | 209 | \$ 3,500.00 | | | 2 Bed | \$ 3,500.00 | | \$ 850.00 | | \$ 4,350.00 | |
| 9/18/2017 | 209 | \$ 3,500.00 | | | 2 Bed | \$ 3,500.00 | | \$ 550.00 | | \$ 4,050.00 | |
| 9/30/2016 | 210 | \$ 4,600.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 800.00 | \$ - | \$ 5,400.00 | |
| T14/14/2016-12/15/2017AL | 211 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | \$ - | \$ 5,250.00 | \$ 40.00 |
| 11/3/2012 | 212 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 445.99 | \$ - | \$ 5,145.99 | |
| 3/10/2017 | 213 | \$ 6,000.00 | | | 2 Bed | \$ 6,000.00 | \$ 1,000.00 | \$ 850.00 | \$ 300.00 | \$ 8,150.00 | |
| 8/15/2016 | 214 | \$ 2,234.62 | \$ 1,418.00 | \$ 816.62 | 1 Bed | \$ 2,234.62 | | | | \$ 2,234.62 | |
| 5/17/2017 | 214 | \$ 2,234.62 | \$ 593.00 | \$ 1,641.62 | 1 Bed | \$ 2,234.62 | | | | \$ 2,234.62 | |
| 8/21/2015 | 215 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 515.00 | | \$ 5,215.00 | |
| 10/9/2015 | 216 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$515.00 | | \$ 5,215.00 | |
| 11/21/2017 | 217 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ 1,000.00 | \$ 550.00 | \$ 550.00 | \$ 6,800.00 | |
| 11/3/2017 | 218 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | | \$ 5,250.00 | |
| 10/9/2013 | 219 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 530.45 | \$ - | \$ 5,230.45 | |
| 12/19/2016 | 220 | \$ 4,600.00 | | | 1 Bed | \$ 4,700.00 | \$ 1,000.00 | \$ 500.00 | \$ 500.00 | \$ 6,600.00 | |
| 9/28/2012 | 221 | \$ 4,667.96 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 515.00 | \$ - | \$ 5,182.96 | |
| | 222 | | | | STD | \$ 6,500.00 | \$ - | \$ - | \$ - | \$ - | |
| T11/27/2015-11/28/2017 | 223 | \$ 5,500.00 | | | STD | \$ 6,500.00 | \$ - | \$ - | \$ - | \$ 5,500.00 | |
| | 224 | | | | STD | \$ 6,500.00 | \$ - | \$ - | \$ - | \$ - | |
| T5/25/2017-12/28/2017 | 225 | \$ 6,500.00 | | | STD | \$ 6,500.00 | | \$ - | \$ - | \$ 6,500.00 | |
| 10/28/2016 | 226 | \$ 6,500.00 | | | STD | \$ 6,500.00 | | | | \$ 6,500.00 | |
| T3/27/2011 - 9/9/2017 | 227 | \$ 4,600.00 | | | Std | \$ 4,600.00 | | | | \$ 4,600.00 | |
| 2/10/2014 | 227 | \$ 2,267.00 | \$ 857.00 | \$ 1,377.62 | Std | \$ 4,600.00 | \$ - | \$ - | \$ - | \$ 4,501.62 | |
| T10/25/2017-12/18/2017 | 228 | \$ 6,500.00 | | | STD | \$ 6,500.00 | | | \$ - | \$ 6,500.00 | |
| | 229 | | | | STD | \$ 6,500.00 | \$ - | \$ - | | \$ - | |
| | 230 | | | | STD | \$ 6,500.00 | \$ - | | \$ - | \$ - | |
| 4/10/2012 | 231 | \$ 4,500.00 | | | Std | \$ 4,600.00 | | | | \$ 4,500.00 | |
| T3/20/2015-12/9/2017 | 231 | \$ 4,600.00 | | | STD | \$ 4,600.00 | | | | \$ 4,600.00 | |
| 5/6/2016 | 232 | \$ 6,489.00 | | | Std | \$ 6,500.00 | | | | \$ 6,489.00 | |
| T3/18/2013-11/16/2017 | 301 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 850.00 | \$ - | \$ 5,550.00 | |
| 8/18/2017 | 302 | \$ 4,600.00 | | | 1 Bed | \$ 4,700.00 | \$ - | | \$ - | \$ 4,600.00 | |
| 1/20/2016 | 303 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 824.00 | \$ - | \$ 5,524.00 | |

Keystone Place at Legacy Ridge (Westminster/Federal)

PROFIT AND LOSS
January - December 2018

| | JAN 2018 | FEB 2018 | MAR 2018 | APR 2018 | MAY 2018 | JUN 2018 | JUL 2018 | AUG 2018 | SEP 2018 | OCT 2018 | NOV 2018 | DEC 2018 | TOTAL |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|
| Income | | | | | | | | | | | | | |
| 5000 IL Apartment Income | 306,374.38 | 311,310.16 | 309,255.80 | 309,438.13 | 313,895.81 | 313,115.82 | 308,852.84 | 304,982.78 | 308,333.45 | 312,293.96 | 311,505.87 | 304,662.21 | \$3,714,121.01 |
| 5001 AL Apartment Income | 303,945.81 | 304,891.47 | 300,929.75 | 295,021.31 | 297,015.97 | 301,356.67 | 295,841.56 | 307,356.62 | 309,693.75 | 306,188.05 | 297,296.79 | 299,209.64 | \$3,618,507.49 |
| 5002 Memory Care Income | 34,406.80 | 33,315.67 | 37,398.31 | 44,879.90 | 42,912.01 | 43,553.11 | 55,181.87 | 52,403.79 | 45,482.69 | 44,812.01 | 45,135.21 | 49,063.69 | \$528,232.96 |
| 5003 Care Level Income | 34,987.63 | 32,585.43 | 34,211.10 | 33,733.19 | 33,342.31 | 31,834.46 | 33,146.03 | 33,669.04 | 35,838.76 | 35,208.22 | 33,666.43 | 31,935.34 | \$405,407.94 |
| 5010 Community Fee Income | 8,250.00 | 9,656.34 | 9,625.00 | 2,825.00 | 14,000.00 | 4,750.00 | 14,000.00 | 14,125.00 | 1,750.00 | 5,250.00 | 9,500.00 | 7,500.00 | \$67,033.34 |
| 5015 Resident Meal Income | 330.00 | 550.00 | 1,175.00 | 1,665.00 | 1,830.00 | 1,861.00 | 2,055.00 | 890.00 | 1,305.00 | 815.00 | 1,105.00 | 760.00 | \$14,341.00 |
| 5025 Beauty/Barber Income | 168.20 | -1,419.00 | 1,134.30 | 269.00 | -591.00 | 27.00 | -167.00 | 1,258.50 | 517.50 | 2.50 | 1,029.00 | 110.50 | \$2,359.50 |
| 5028 Services | 2,534.00 | 2,131.15 | 11,839.44 | 7,897.44 | 5,821.19 | 11,198.74 | 10,180.17 | 6,898.75 | 8,222.33 | 5,645.06 | 4,730.65 | 9,166.81 | \$86,395.73 |
| 5030 Late Charges Income | | | 25.00 | | | 50.00 | 25.00 | | | | | | \$100.00 |
| 5038 Carport/Garage Income | 1,306.56 | 1,216.29 | 1,155.38 | 1,437.50 | 1,187.50 | 1,167.50 | 1,703.76 | 1,902.50 | 1,367.50 | 1,957.50 | 1,807.50 | 1,367.50 | \$16,958.99 |
| 5040 Guest Meals | 1,237.50 | 2,495.00 | 1,822.50 | 977.50 | 2,041.00 | 596.00 | 270.00 | 1,760.00 | 1,530.00 | 1,050.00 | 1,672.50 | 3,155.00 | \$18,597.00 |
| 5045 Move In Incentive | -3,875.00 | -1,833.34 | -1,049.84 | -706.00 | -1,750.00 | | | -2,090.00 | -2,450.00 | -891.67 | -3,758.33 | | \$ -18,694.28 |
| 5048 Discounts/Refunds Given | | | | | | | | | | | | -1,750.00 | \$ -1,750.00 |
| HOFF Payment Income | 16,032.97 | 16,032.97 | 16,032.97 | 16,032.97 | 16,032.97 | 16,032.97 | 16,245.97 | 16,245.97 | 16,245.97 | 20,923.55 | 21,004.55 | 20,593.42 | \$207,457.25 |
| Second Person Fees | 15,957.47 | 12,732.82 | 13,957.27 | 14,757.47 | 13,192.53 | 11,827.38 | 11,962.40 | 13,157.47 | 13,937.47 | 11,947.06 | 13,223.22 | 13,329.86 | \$160,102.37 |
| Total Income | \$721,756.42 | \$719,366.88 | \$737,511.88 | \$727,766.41 | \$738,910.29 | \$737,270.60 | \$749,297.40 | \$754,090.42 | \$741,774.42 | \$745,101.24 | \$737,969.39 | \$738,463.97 | \$8,849,138.30 |
| GROSS PROFIT | \$721,756.42 | \$719,366.88 | \$737,511.88 | \$727,766.41 | \$738,910.29 | \$737,270.60 | \$749,297.40 | \$754,090.42 | \$741,774.42 | \$745,101.24 | \$737,969.39 | \$738,463.97 | \$8,849,138.30 |
| Expenses | | | | | | | | | | | | | |
| Operating Expense | | | | | | | | | | | | | \$0.00 |
| 6000 Assisted Care Expenses | | | | | | | | | | | | | \$0.00 |
| 6010 Activies Supplies & Functions | 4,268.27 | 3,405.53 | 3,539.75 | 4,063.59 | 3,977.72 | 3,697.13 | 3,637.59 | 4,411.49 | 3,227.62 | 4,568.33 | 4,031.85 | 3,816.00 | \$46,642.97 |
| 6050 Nursing Supplies Chargeable | 223.43 | 288.93 | 329.11 | -114.76 | -117.32 | 343.77 | 358.61 | 294.37 | 943.76 | -260.44 | 219.42 | 2,412.97 | \$4,919.83 |
| 6051 Nursing Supplies Non-Chargeable | 772.19 | 1,357.22 | 1,917.32 | 1,160.48 | 1,853.05 | 767.39 | 2,213.28 | 858.79 | 1,475.33 | 1,588.96 | 603.36 | 1,996.52 | \$16,451.86 |
| 6090 Nursing Consultants | 15,760.60 | 15,519.98 | 13,720.35 | 8,443.21 | 11,176.40 | 8,939.34 | 19,520.21 | 13,892.81 | 6,071.31 | 13,896.31 | 8,223.60 | 9,666.94 | \$144,620.86 |
| 6065 Extended Care Pro Expenses | 818.42 | 818.42 | 818.42 | 818.42 | 818.42 | 818.42 | 818.42 | 818.42 | 826.60 | 748.15 | 669.00 | 1,204.00 | \$9,998.01 |
| 6100 Assisted Care Wages | | | | | | | | | | | | | \$0.00 |
| 6110 CNA'S Wages | 105,295.69 | 78,374.30 | 97,741.11 | 85,347.16 | 103,456.83 | 108,395.49 | 107,495.57 | 101,660.40 | 105,032.55 | 99,987.81 | 112,105.67 | 112,128.91 | \$1,227,221.49 |
| 6112 RN/LPN'S Wages | 17,971.65 | 14,840.17 | 17,796.04 | 17,125.10 | 18,768.38 | 18,010.24 | 18,486.89 | 19,455.76 | 17,394.32 | 17,176.83 | 18,744.51 | 21,143.67 | \$216,913.56 |
| Total 6100 Assisted Care Wages | 123,267.34 | 93,214.47 | 115,537.15 | 112,472.26 | 122,225.21 | 126,405.73 | 125,982.46 | 121,316.16 | 122,426.87 | 117,164.74 | 130,850.18 | 133,272.48 | \$1,444,135.05 |
| Total 6000 Assisted Care Expenses | 145,108.25 | 114,802.55 | 135,862.10 | 126,843.18 | 139,933.48 | 140,961.77 | 152,630.55 | 141,381.84 | 138,974.39 | 137,704.05 | 142,497.51 | 152,368.81 | \$1,686,768.58 |
| 6200 Food & Beverage Expense | | | | | | | | | | | | | \$0.00 |
| 6210 New Horizon Food Contract/Groceries | 99,937.84 | 97,876.98 | 108,910.08 | 99,226.54 | 102,727.34 | 102,344.40 | 107,061.17 | 105,701.86 | 101,233.64 | 103,904.06 | 97,718.18 | 100,172.53 | \$1,221,693.62 |
| 6220 Kitchen & Cooking Supplies | 1,508.93 | 1,830.33 | 2,177.69 | 1,812.57 | 1,839.56 | 2,744.81 | 1,666.81 | 1,914.31 | 468.99 | 1,011.83 | 1,284.81 | 4,640.07 | \$22,700.81 |
| 6230 Catering/Activities Food Expense | 5,843.60 | 5,937.55 | 11,135.04 | 5,879.25 | 6,897.04 | 7,112.76 | 5,789.40 | 6,186.39 | 5,726.83 | 6,513.15 | 9,423.29 | 10,044.89 | \$85,488.83 |
| 6240 Maintenance & Repair Kitchen Equipment | 2,292.28 | 1,749.00 | 967.00 | 1,258.92 | 3,733.27 | 521.88 | 2,971.30 | 864.62 | 72.00 | 1,074.85 | 72.00 | 941.37 | \$16,618.29 |
| Total 6200 Food & Beverage Expense | 109,582.65 | 106,992.86 | 118,189.81 | 108,177.28 | 114,197.21 | 112,723.65 | 117,508.68 | 114,767.12 | 107,501.26 | 112,503.89 | 108,498.38 | 115,798.86 | \$1,348,441.65 |
| 6400 G&A Expense | | | | | | | | | | | | | \$0.00 |
| 6401 Management Fees | 36,100.46 | 35,831.81 | 38,478.90 | 36,312.35 | 36,945.52 | 36,878.01 | 37,414.87 | 37,483.02 | 37,026.17 | 37,259.67 | 36,842.88 | 36,976.39 | \$443,550.05 |
| 6405 Legal & Professional Fees | 1,554.17 | 1,554.17 | 1,607.19 | 1,554.17 | 1,554.17 | 4,245.84 | 1,933.34 | 1,933.34 | -1,479.17 | 1,554.17 | 1,554.17 | 1,554.17 | \$19,119.73 |
| 6410 Advertising & Marketing | 3,288.92 | 817.76 | 14,553.99 | 5,458.05 | 4,666.32 | 5,683.13 | 1,815.14 | 1,784.14 | 3,567.55 | 4,402.33 | 5,662.57 | 7,510.94 | \$59,008.84 |
| 6412 Referral Expense | 4,048.00 | 3,256.00 | 3,346.88 | | 5,016.00 | 1,850.00 | | 2,089.00 | 0.00 | 3,145.00 | 8,280.00 | | \$31,010.88 |
| 6415 Taxes Real Estate | 20,888.00 | 20,888.00 | 20,888.00 | 20,888.00 | 20,888.00 | 20,888.00 | 20,888.00 | 21,245.00 | 16,258.58 | 22,300.12 | 21,245.00 | 45,051.44 | \$272,316.14 |
| 6420 Bank Service Fees | 788.96 | 777.84 | 868.38 | 810.16 | 886.14 | 859.01 | 1,005.03 | 869.34 | 785.15 | 825.75 | 1,009.02 | 984.27 | \$10,449.05 |
| 6421 Office Supplies | 412.93 | 768.65 | 733.84 | 541.25 | 458.08 | 905.56 | 745.18 | 488.68 | 485.12 | 842.56 | 737.59 | 333.60 | \$7,453.64 |
| 6422 Copy Machine Expense | 2,390.30 | 2,419.82 | 2,936.27 | 2,671.01 | 3,104.95 | 2,594.34 | 2,580.00 | 2,269.34 | 2,355.22 | 2,428.10 | 1,222.12 | 3,637.04 | \$30,628.37 |
| 6423 Postage | 218.89 | 403.65 | 561.95 | 40.82 | 343.50 | -21.75 | 404.76 | 37.75 | 250.00 | 258.60 | 341.90 | 282.87 | \$3,122.43 |
| 6424 Technology & Software Expense | 1,142.54 | 1,367.50 | 2,252.12 | 1,305.00 | 1,330.72 | 2,203.22 | 2,184.43 | 1,330.72 | 1,690.72 | 3,390.26 | 1,330.72 | 13,487.00 | \$33,024.95 |
| 6425 Repair & Maintenance of Office Equipment | | | | | | | | | | 67.89 | | | \$67.89 |
| 6450 Charitable Contributions | 114.73 | | 227.83 | | 74.36 | | 136.09 | 121.44 | 134.95 | 108.07 | 297.40 | 116.62 | \$1,331.49 |
| 6451 License & Fees | 20.00 | 998.00 | | | | | 6,078.67 | 2,093.84 | 10.00 | | 458.78 | | \$8,656.29 |
| 6455 Membership Dues | | | 58.00 | | | | | | | 119.00 | | | \$177.00 |
| 6456 Magazine Subscriptions | | | | 880.88 | | | | | | | | | \$880.88 |
| 6460 Employee Benefit Expense | 925.00 | 423.20 | 1,057.28 | 580.00 | 655.91 | 2,319.62 | 748.28 | 429.71 | 1,908.49 | 2,924.30 | 3,297.01 | 3,295.04 | \$18,563.84 |
| 6461 Employee Health Care | 6,414.08 | 10,659.63 | 9,771.28 | 12,527.34 | 4,189.01 | 7,737.36 | 10,863.16 | 10,875.71 | 6,860.13 | 9,498.55 | 8,896.23 | 11,257.76 | \$109,490.34 |
| 6462 General Insurance Liability | 4,508.60 | 4,508.60 | 4,508.60 | 4,508.60 | 4,508.60 | 7,911.68 | 5,355.60 | 4,508.60 | 4,477.83 | 2,854.24 | 4,792.19 | 4,792.24 | \$56,935.38 |
| 6463 Workman's Comp Insurance | 6,377.54 | 6,377.54 | 6,377.54 | 6,377.54 | 6,377.54 | 12,890.83 | 6,377.54 | 6,377.54 | 6,377.54 | 6,922.58 | 6,922.58 | 6,922.58 | \$84,678.89 |
| 6464 401(K) Expense | | | | | 3,342.85 | | 3,343.47 | | | 35.71 | 1,538.03 | | \$8,260.16 |
| 6488 Payroll Taxes | 18,076.37 | 14,309.00 | 16,538.46 | 15,368.83 | 15,991.19 | 16,002.72 | 16,102.48 | 16,631.59 | 15,257.65 | 14,936.13 | 16,190.40 | 17,337.06 | \$191,931.88 |
| 6489 Payroll Processing Fees | 878.38 | 1,526.14 | 923.86 | 1,060.54 | 949.75 | 1,058.51 | 987.47 | 954.86 | | 972.31 | 871.22 | 12,583.85 | \$22,766.79 |
| 6490 Team Recruiting | | 3.00 | | | | | | | | | 756.20 | | \$758.20 |
| 6491 Employee Related Expenses | 488.69 | 871.40 | 3,008.18 | 572.55 | 1,235.85 | 427.25 | 1,361.75 | 700.15 | 628.75 | 2,821.57 | -130.40 | 1,512.85 | \$13,478.59 |
| 6492 Education and Training | 1,800.00 | -25.00 | 1,526.96 | | | -70.00 | 305.00 | | 149.00 | 90.00 | | | \$3,775.96 |
| 6493 Telephone | 2,140.20 | 2,920.55 | 2,668.78 | 2,187.45 | 2,302.82 | 2,084.82 | 2,158.42 | 2,359.72 | 2,160.78 | 2,204.73 | 2,187.25 | 2,233.45 | \$27,607.77 |
| 6494 Travel | | | 722.32 | 451.50 | | | | | | | 238.20 | | \$1,412.02 |
| 6495 Meals & Entertainment | | | 11.50 | | 25.00 | | 12.52 | | | | | | \$49.02 |
| 6496 Mileage Expense | | | | | | 43.60 | | | | | | | \$43.60 |

| DATE OF FR | APT | RENT RATE | ROOMS | FAIR MARKET | 2ND PERSON | CURRENT RENT |
|------------|-----|-------------|-------|-------------|------------|--------------|
| 1/16/2017 | 101 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 7/11/2011 | 102 | \$ 3,657.98 | 2 Bed | \$ 4,600.00 | \$ 716.11 | \$ 4,374.09 |
| 4/4/2014 | 103 | \$ 4,277.55 | 2 Bed | \$ 4,600.00 | \$ 800.00 | \$ 5,077.55 |
| 3/14/2018 | 104 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 1/24/2018 | 105 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 12/7/2016 | 106 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 |
| 1/21/2010 | 107 | \$ 3,321.68 | 1 Bed | \$ 3,700.00 | | \$ 3,321.68 |
| 9/4/2010 | 108 | \$ 3,990.04 | 2 Bed | \$ 4,600.00 | | \$ 3,990.04 |
| 7/1/2016 | 109 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 11/27/2015 | 110 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 7/15/2016 | 111 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 4/13/2018 | 112 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 7/9/2018 | 113 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 10/4/2017 | 114 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 7/1/2016 | 115 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 7/27/2015 | 116 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 8/15/2017 | 117 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 8/8/2018 | 118 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 10/4/2013 | 119 | \$ 3,484.68 | 1 Bed | \$ 3,700.00 | | \$ 3,484.68 |
| 8/19/2013 | 120 | \$ 3,484.00 | 1 Bed | \$ 3,700.00 | | \$ 3,484.00 |
| 6/12/2014 | 121 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 10/1/2015 | 122 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 7/18/2013 | 123 | \$ 3,659.51 | 1 Bed | \$ 3,700.00 | | \$ 3,659.51 |
| 2/22/2010 | 124 | \$ 3,446.86 | 1 Bed | \$ 3,700.00 | | \$ 3,446.86 |
| 1/10/2017 | 201 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 8/29/2018 | 202 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 4/7/2014 | 203 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 |
| 2/8/2016 | 204 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 |
| 8/15/2016 | 205 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 |

| | | | | | | |
|-------------------|-----|-------------|-------|-------------|-----------|-------------|
| 7/1/2016 | 307 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 11/3/2017 | 308 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 1/31/2010 | 309 | \$ 3,990.04 | 2 Bed | \$ 4,600.00 | \$ 695.25 | \$ 4,685.29 |
| 3/28/2017 | 310 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 |
| 5/20/2012 | 311 | \$ 3,593.27 | 1 Bed | \$ 3,700.00 | | \$ 3,593.27 |
| 10/14/2016 | 312 | \$ 4,600.00 | 2 Bed | \$ 4,600.00 | | \$ 4,600.00 |
| 1/11/2017 | 313 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 6/7/2017 | 314 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 3/27/2017 | 315 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 9/1/2010 | 316 | \$ 3,446.86 | 1 Bed | \$ 3,700.00 | | \$ 3,446.86 |
| T12/19/16-4/23/16 | 317 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 9/12/2018 | 318 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 8/8/2018 | 319 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | \$ 800.00 | \$ 4,500.00 |
| 12/15/2017 | 320 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 6/23/2015 | 321 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 1/6/2014 | 322 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 5/1/2010 | 323 | \$ 3,447.52 | 1 Bed | \$ 3,700.00 | | \$ 3,447.52 |
| 9/30/2016 | 324 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 2/26/2010 | 325 | \$ 3,446.86 | 1 Bed | \$ 3,700.00 | | \$ 3,446.86 |
| 12/10/2009 | 326 | \$ 3,446.86 | 1 Bed | \$ 3,700.00 | | \$ 3,446.86 |
| 3/9/2015 | 327 | \$ 3,606.00 | 1 Bed | \$ 3,700.00 | | \$ 3,606.00 |
| 8/20/2014 | 328 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 4/1/2016 | 329 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | | \$ 3,700.00 |
| 2/7/2017 | 330 | \$ 3,700.00 | 1 Bed | \$ 3,700.00 | \$ 800.00 | \$ 4,500.00 |

| | | | | | | | | | | |
|------------------------------------|-----|-------------|-------------|-------------|-------|-------------|-------------|-------------|-----------|-------------|
| TIL3/11/2015-AL3/19/2018 | 306 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 550.00 | | \$ 5,250.00 |
| 4/7/2017 | 307 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 850.00 | \$ - | \$ 5,550.00 |
| 10/15/2015 | 308 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 850.00 | \$ - | \$ 5,550.00 |
| 8/14/2017 | 309 | \$ 6,000.00 | | | 2 Bed | \$ 6,000.00 | \$ - | \$ 300.00 | | \$ 6,300.00 |
| 8/4/2017 | 310 | \$ 2,665.65 | \$ 518.00 | \$ 2,147.65 | 1 Bed | \$ 2,665.65 | | | | \$ 2,271.41 |
| 8/4/2017 | 310 | \$ 2,665.65 | \$ 708.00 | \$ 1,957.65 | 1 Bed | \$ 2,665.65 | | | \$ - | \$ 2,271.41 |
| 4/16/2014 | 311 | \$ 6,000.00 | | | 2 Bed | \$ 6,000.00 | \$ 1,030.00 | \$ 540.75 | \$ - | \$ 7,570.75 |
| 8/3/2012 | 312 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 459.64 | \$ - | \$ 5,159.64 |
| 11/24/2014 | 313 | \$ 6,000.00 | | | 2 Bed | \$ 6,000.00 | \$ 1,000.00 | \$ 850.00 | \$ 850.00 | \$ 8,700.00 |
| 6/24/2015 | 314 | \$ 2,800.00 | | | 1 Bed | \$ 2,800.00 | \$ - | \$ - | \$ - | \$ 2,800.00 |
| 12/9/2016, tr 7/16/18 (314) | 314 | \$ 2,800.00 | | | 1 Bed | \$ 4,700.00 | | \$ 850.00 | | \$ 2,800.00 |
| 10/2/2015 | 315 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 540.75 | \$ - | \$ 5,240.75 |
| 10/3/2011 | 316 | \$ 2,665.65 | \$ 779.00 | \$ 1,886.65 | 1 Bed | \$ 2,665.65 | \$ - | \$ - | \$ - | \$ 2,271.41 |
| 12/7/2018 | 316 | \$ 2,665.65 | \$ 1,058.00 | \$ 1,607.65 | 1 Bed | \$ 4,700.00 | \$ - | \$ - | \$ - | \$ 2,665.65 |
| 8/27/18 | 317 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ 1,000.00 | \$ 300.00 | \$ - | \$ 6,000.00 |
| 8/9/2017 | 318 | \$ 2,665.65 | \$ 623.00 | \$ 2,042.65 | 1 Bed | \$ 2,665.65 | | | | \$ 2,665.65 |
| 10/11/2017 | 318 | \$ 2,665.65 | \$ 1,217.00 | \$ 1,448.65 | 1 Bed | \$ 2,665.65 | | | | \$ 2,665.65 |
| 8/15/2017 | 319 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 850.00 | | \$ 5,550.00 |
| 1/3/2018 | 320 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 550.00 | \$ - | \$ 5,250.00 |
| 6/1/2014 | 321 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 550.00 | \$ - | \$ 5,250.00 |
| 3/14/2016 | 322 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 540.75 | | \$ 5,240.75 |
| 3/29/2013, 7/24/18 - tr to 323AL | 323 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | \$ - | \$ 5,250.00 |
| 7/17/2013 | 324 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 1,250.00 | \$ - | \$ 5,950.00 |
| 11/19/2018 | 325 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | | | \$ 4,700.00 |
| 11/30/2018 | 326 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | | \$ - | \$ 4,700.00 |
| 8/1/16 - 6/18/18 | 327 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 550.00 | \$ - | \$ 5,250.00 |
| 11/1/2016 | 328 | \$ 4,700.00 | | | 1 bed | \$ 4,700.00 | | \$ 525.00 | | \$ 5,225.00 |
| 8/21/2015 | 329 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | \$ 550.00 | | \$ 5,250.00 |
| 7/27/2018 | 330 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | \$ - | \$ 300.00 | \$ - | \$ 5,000.00 |
| 3/30/2015, tr(11/20/18 from 303II) | 331 | \$ 4,700.00 | | | 1 Bed | \$ 4,700.00 | | | | \$ 4,700.00 |
| 12/1/2013 | 332 | \$ 2,665.65 | \$ 1,353.00 | \$ 1,312.65 | 1 Bed | \$ 4,700.00 | | | | \$ 5,331.30 |




Keystone Place at Legacy Ridge
Profit and Loss
January - December 2017

| | Total |
|---|------------------------|
| Income | |
| 5000 IL Apartment Income | 3,641,413.12 |
| 5001 AL Apartment Income | 3,477,871.50 |
| 5002 Memory Care Income | 747,851.10 |
| 5003 Care Level Income | 401,975.18 |
| 5010 Community Fee Income | 106,283.12 |
| 5015 Resident Meal Income | 8,525.00 |
| 5025 Beauty/Barber Income | 3,938.50 |
| 5026 Services | 22,384.61 |
| 5038 Carport/Garage Income | 17,459.52 |
| 5040 Guest Meals | 12,208.55 |
| 5045 Move in Incentive | -4,317.88 |
| 5545 Employee Meal Income | 493.14 |
| HCPF Payment Income | 118,112.26 |
| Sales of Product Income (DO NOT USE) | 177.79 |
| Second Person Fees | 221,064.23 |
| Total Income | \$ 8,775,239.74 |
| Gross Profit | \$ 8,775,239.74 |
| Expenses | |
| Catering/Activities Food Expense | 164.77 |
| Operating Expense | |
| 6000 Assisted Care Expenses | |
| 6010 Activies Supplies & Functions | 48,328.55 |
| 6050 Nursing Supplies Chargeable | 2,138.24 |
| 6051 Nursing Supplies Non Chargeable | 17,596.22 |
| 6060 Nursing Consultants | 57,716.04 |
| 6065 Extended Care Pro Expenses | 13,388.63 |
| 6100 Assisted Care Wages | |
| 6110 CNA'S Wages | 1,055,480.01 |
| 6112 RN/LPN's Wages | 214,402.83 |
| Total 6100 Assisted Care Wages | \$ 1,269,882.84 |
| Total 6000 Assisted Care Expenses | \$ 1,409,050.52 |
| 6200 Food & Beverage Expense | |
| 6210 New Horizon Food Contract/Groceries | 1,154,520.13 |
| 6220 Kitchen & Cooking Supplies | 24,851.11 |
| 6230 Catering/Activities Food Expense | 95,099.70 |
| 6240 Maintenance & Repair Kitchen Equipment | 28,276.11 |
| Total 6200 Food & Beverage Expense | \$ 1,302,747.05 |
| 6400 G&A Expense | |
| 6401 Management Fees | 437,797.25 |
| 6405 Legal & Professional Fees | 33,403.84 |
| 6410 Advertising & Marketing | 134,679.88 |
| 6412 Referral Expense | 6,951.00 |
| 6415 Taxes Real Estate | 248,737.56 |
| 6420 Bank Service Fees | 9,829.16 |

| | | |
|---|------------|---------------------|
| Total Operating Expense | \$ | 5,756,854.27 |
| Total Expenses | \$ | 5,757,019.04 |
| Net Operating Income | \$ | 3,018,220.70 |
| Other Expenses | | |
| 8010 Debt Service Interest Expense | | 1,387,522.62 |
| 8012 Finance/Interest Expenses | | 200.66 |
| 8015 Sales Taxes | | 310,437.68 |
| 8020 Depreciation | | 1,063,560.00 |
| 8030 Amortization | | 44,208.00 |
| 8052 Penalties & Fines | | 1,775.88 |
| Total Other Expenses | \$ | 2,807,704.84 |
| Net Other Income | -\$ | 2,807,704.84 |
| Net Income | \$ | 210,515.86 |

Tuesday, Jan 30, 2018 01:51:38 PM GMT-8 - Accrual Basis

Paradigm
7200 South Alton Way, Suite A250
Centennial, CO 80112

| | | |
|---|---|--|
| F |  | U.S. POSTAGE \$5.80 FOR LETTER 80132 Date of sale 12/31/19 14 06 2S 05 11487648 |
| | USPS FIRST-CLASS MAIL® | |
| RETURN RECEIPT REQUESTED | | 1.80 OZ |
|  | | |
| R003 | | |
| SHIP TO: <i>Adams County Assessor</i> 4430 S ADAMS COUNTY PKWY BRIGHTON CO 80601-8222 | | |
| USPS CERTIFIED MAIL® | | |
|  | | |
| 9514 8066 0281 9365 2514 43 | | |

RECEIVED
DEC 27 2011
OFFICE OF THE
ADAMS COUNTY ASSESSOR

| | | | | | |
|---|---------------------------------------|------------------|---------------|--------------------|--|
| ABATEMENT FOR TAX YEAR: | | 2019 | | | |
| TODAYS DATE | | 06/12/20 | | | |
| BUSINESS NAME: | ROOFLINE SUPPLY & DELIVERY | | | | |
| ACCOUNT NUMBER: | P0016786 | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | \$780,222 | \$226,260 | 89.903 | \$20,341.45 | |
| REVISED VALUE | \$387,900 | \$112,490 | 89.903 | \$10,113.19 | |
| ABATED VALUE | \$392,322 | \$113,770 | 89.903 | \$10,228.26 | |
| Provide your reason for the Abatement/Added in the space below: | | | | | |
| Double assessment due to re-valuation of Perosnal Property for 2019 Tax Year. | | | | | |
| ADDED ASSESSMENT FOR TAX YEAR: <input type="text"/> | | | | | |
| BUSINESS NAME: | | | | | |
| ACCOUNT NUMBER: | | | | | |
| PARCEL NUMBER: | | | | | |
| | ACTUAL | ASSESSED | MILL | TAX | |
| | VALUE | VALUE | LEVY | DOLLARS | |
| ORIGINAL VALUE | | \$0 | | \$0.00 | |
| REVISED VALUE | | \$0 | 0 | \$0.00 | |
| ADDED VALUE | \$0 | \$0 | 0 | \$0.00 | |

PETITION FOR ABATEMENT OR REFUND OF TAXES

County Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date 03 06 2020
Month Day Year

Petitioner's Name: Roofline Supply & Delivery
 Petitioner's Mailing Address: 5900 S Lake Forest Dr Ste 400
McKinney TX 75070-2196
City or Town State Zip Code

| | |
|-------------------------------------|--|
| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
| <u>P0016786</u> | <u>6780 Brighton Blvd</u> |
| _____ | _____ |
| _____ | _____ |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Double assessment due to Re-Valuation of P.P.

Petitioner's estimate of value: \$ 387,900.00 (2019)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

 Petitioner's Signature Daytime Phone Number (_____) _____
 Email _____

By _____
 Agent's Signature* Daytime Phone Number (_____) _____

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

| | | | | |
|---|-------|--|-----------------|------------|
| Section II: | | Assessor's Recommendation | | |
| | | <small>(For Assessor's Use Only)</small> | | |
| | | Tax Year _____ | | |
| | | <u>Actual</u> | <u>Assessed</u> | <u>Tax</u> |
| Original | _____ | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Assessor recommends approval as outlined above. | | | | |
| If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S. | | | | |
| Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.) | | | | |
| <input type="checkbox"/> Assessor recommends denial for the following reason(s): | | | | |
| _____ | | | | |
| _____ | | | | |
| _____ | | | | |
| Assessor's or Deputy Assessor's Signature | | | | |

Ken Musso
ASSESSOR



Assessor's Office
1130 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
PHONE 720.523.6038
FAX 720.523.6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019)

Subject Personal Property for this Stipulation:

Account #: P0016786

Property Location/Address: 6780 Brighton Blvd

Original Value Assigned by Adams County for Tax Year: 2019

Commercial Personal Property Value: \$780,222.00

Revised Value for the Subject Property for Tax Year: 2019

Commercial Personal Property Value: \$387,900.00

By entering into this agreement, the Petitioner understands they are giving up further appeal rights regarding the value of the Personal Property for tax year(s): 2019

Date: 3/6/2020

Erik Novitsky
Petitioner or Petitioner's Representative

Erik Novitsky
Print Name of Signer

Loren D. Morrow
Assessor's Office Representative

Loren Morrow
Print Name of Signer



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Community Development Block Grant Coronavirus (CDBG-CV) Substantial Amendment to the 2019 Annual Action Plan (AAP) |
| FROM: Jill Jennings Golich, Community & Economic Development Director |
| AGENCY/DEPARTMENT: Community & Economic Development |
| HEARD AT STUDY SESSION ON: June 23, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: Board of County Commissioners approve the CDBG-CV Substantial Amendment to the 2019 AAP, which outlines CDBG-CV projects, and authorize Chair to execute related agreements and program documents. |

BACKGROUND:

Adams County is the participating jurisdiction for the Adams County Urban County which annually receives and allocates Community Development Block Grant (CDBG) funds from U.S. Department of Housing and Urban Development (HUD). Adams County received a special allocation of funds through the CDBG Program to be used to prevent, prepare for, and respond to the COVID-19 pandemic (coronavirus). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The CARES Act provided \$830,131 in Community Development Block Grant Coronavirus funds (CDBG-CV) to Adams County. All CDBG-CV funds must be utilized for COVID-19 response and recovery.

To move forward with utilizing CDBG-CV, the County's 2019 AAP must be amended and submitted to HUD. The attached 2019 AAP amendment outlines the CDBG-CV projects and the funding contributions, as follows:

| Project | Description | Award |
|---|---|------------------|
| Small Business Stabilization Program (Phase II) | Supplement funding to Small Business Stabilization Program | \$360,000 |
| Mortgage Assistance Program | Award Community Housing Resources and Development Corp (CRHDC) to operate a short-term mortgage assistance program. Program would allow for up to 3 months of mortgage assistance. Funding would be broken out as follows: <ul style="list-style-type: none"> 0-80% AMI households: \$221,092 81-120% AMI households (urgent need National Objective): \$83,013 | \$304,105 |
| Infectious Disease Impact Study | In lieu of using the allowable 20% of administration costs, an infection disease impact study would focus on the impacts of COVID-19 to low-to-moderate income neighborhoods/areas in the Adams County Urban County areas. The study would assist with strategizing how future CDBG funding could focus on COVID-19 recovery. | Up to \$166,026 |
| Total | | \$830,131 |

The recommended projects outlined above focus on outcomes in the Urban County areas: Unincorporated Adams County, Town of Bennett, and the cities of Northglenn, Brighton, and Federal Heights. The amended plan was open for public comment period June 24, 2020 through June 29, 2020.

Further, staff is seeking Board authorization for the following: Chair to execute the final County Attorney approved agreement between Adams County and CRHDC; Chair to execute HUD required forms to receive CDBG-CV; and Director of Community & Economic Development to execute County Attorney approved grant awards for the Small Business Stabilization Program.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney Office

ATTACHED DOCUMENTS:

Resolution
Draft Amended CDBG-CV 2019 Annual Action Plan

FISCAL IMPACT:

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

| |
|-------------------------|
| Fund: 30 |
| Cost Center: TBD |

| | 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: | 8810 | | \$6,710,658 |
| 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 COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS SUBSTANTIAL AMENDMENT TO THE 2019 ANNUAL ACTION PLAN

Resolution 2020-

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has designated Adams County (County) as Urban Entitlement County under the Community Development Block Grant (CDBG) Program; and,

WHEREAS, through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Adams County received a special allocation of funds to prevent, prepare for, and respond to the COVID-19 pandemic (coronavirus); and,

WHEREAS, the CARES Act provided \$830,131 to Adams County in Community Development Block Grant Coronavirus funds (CDBG-CV); and,

WHEREAS, in response to the Presidentially declared National Emergency surrounding COVID-19, Adams County has identified local community development, economic development, and housing needs that need to urgently be addressed; and,

WHEREAS, to help aid in the recovery efforts with COVID-19, Adams County will utilize CDBG-CV for a mortgage assistance program, supplement funding to the Small Business Stabilization Program, and conduct an Infectious Disease Impact Study; and,

WHEREAS, Adams County must provide a Substantial Amendment to the 2019 Annual Action Plan to accommodate the CDBG-CV projects as governed by and in accordance with the County's Citizen Participation Plan (CPP); and,

WHEREAS, Adams County has made the Substantial Amendment available to the public for comment for five-days pursuant to HUD's waived public comment period requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the CDBG-CV Substantial Amendment to the 2019 Annual Action Plan be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign the Mortgage Assistance Program agreement, upon approval from the County Attorney's Office.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign HUD required forms to receive CDBG-CV, upon approval from the County Attorney's Office.

BE IT FURTHER RESOLVED, that the Director of the Community & Economic Development Department is authorized to sign grant awards for the Small Business Stabilization Program, upon approval from the County Attorney's Office.

BE IT FURTHER RESOLVED, that the Director of the Community and Economic Development Department and the Community Development Manager are hereby authorized to sign necessary non-contractual documents to carry out the ongoing activities of the 2019 Annual Action Plan and Substantial Amendments.

Adams County Amended 2019 Annual Action Plan



CDBG-CV Amendment
Program Year
July 1, 2019 - June 30, 2020



Amendment Includes:

1. CARES Act Amendment, CDBG-CV Projects (July 2020)
2. COVID Response, Special Economic Development program (April 2020), prior year resources
3. COVID Response, Tenant based rental assistance program (May 2020), prior year resources

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

An Annual Action Plan (AAP) is required by the U.S. Department of Housing and Urban Development (HUD) from all jurisdictions receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. The 2019 AAP is Adams County's (County) fifth program year Action Plan for the 2015-2019 Consolidated Plan (Con Plan). It outlines the County's needs, goals, and strategies for the 2019 program year (July 1, 2019 – June 30, 2020) and addresses citizen involvement, including information on available and potential resources. The priorities developed in this plan target a wide range of issues from basic needs, such as the availability of affordable housing for families and individuals, to overall community quality of life issues, such as improving facilities that provide services to low- and moderate- income (LMI) residents.

The 2019 AAP was developed in accordance with HUD guidelines 24 Code of Federal Regulations (CFR) Part 91.220. This document represents a cooperative effort between the County, cities of Thornton, Westminster, Northglenn, Federal Heights, Brighton, and Town of Bennett, the public, and housing and service providers.

Adams County Community Development administers of the CDBG and HOME programs and works with the Urban County and HOME Consortia members to accomplish the goals in the Consolidated Plan. The Urban County areas consists of the cities of Northglenn, Federal Heights, Brighton, Town of Bennett, and unincorporated Adams County. The HOME Consortia areas include the Urban County areas, as well as the cities of Thornton and Westminster.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Adams County has set the below Priorities and Objectives for the term of the Con Plan. These priorities and objectives were discussed with key community members, Urban County members, and used to solicit applications for CDBG and HOME funding for the 2019 program year. The proposed activities for the 2019 program year must align to the Con Plan's Priorities and Objectives outlined below:

Priorities & Objectives

Priority: Housing

Objective #1 Rental housing is available for the low and very low-income populations where rental housing rates are low

Objective #2 Affordable housing is located in areas easily adjacent to services including transit by the low to moderate-income populations

Objective #3 Affordable housing is available for low-income renters that want to buy

Objective #4 Aging housing stock of low to moderate-income owner-occupied units is rehabilitated and/or repaired

Priority: Community and Economic Development

Objective #1 More job services and job creation for Adams County residents

Objective #2 Public facilities and community resources are created and enhanced to support low to moderate-income populations

Objective #3 Invest strategically in neighborhoods to assist in revitalization

Priority: Seniors and other Prioritized Populations

Objective #1 Prioritized populations have housing options, especially those earning less than 40% AMI

Objective #2 Services available for at-risk children

Objective #3 Prioritized populations are educated about housing and service options

Objective #4 Housing and services options near transit are enhanced for prioritized populations

Objective #5 Integration of prioritized populations into the community

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The County maintains positive relationships with organizations and Urban County members responsible for undertaking many of the projects described in the AAP. Past project and program successes with these partners helped shape the County's goals for the 2019 program year. Due to historic commitment deficiencies, the County has been proactively setting the stage to commit and spend prior year resources by prioritizing "shovel ready" projects. The County has also continued to meet its timeliness ratio since 2015 program year. This outcome is a result of the County being committed to ensuring timeliness by choosing realistic and feasible projects that met those goals and objectives defined in the Con Plan. In addition, the County has taken several steps to improve the required monitoring process for Subgrantees and Subrecipients. This has improved the County's communication with all partners and ensures a positive relationship with any compliance issues. The County continues to have ongoing conversations with the HOME Consortia members regarding the County's expectations for long-term monitoring. The County is committed to ensuring compliance with all federal regulations through its monitoring obligations.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The County included a variety of outreach efforts to have optimal public input that would inform the AAP. These efforts included service provider/key partner meetings, newspaper notifications, Urban County and HOME Consortia meetings, the County's webpage, and public hearings. Information regarding the proposed 2019 activities was available on the County's website for public comment for more than 30 days. Outreach efforts varied to reach diverse populations and ensure that the input received was insightful and representative of all County residents. It also encouraged the participation of those in specialized populations such as non-English speaking, persons with disabilities, residents of public housing, low-income residents and seniors. Adams County published the draft AAP, solicited input from providers and the public, and held a public hearing to approve the final plan for submittal to HUD.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The 2019 AAP public comment period will begin on June 19, 2019 and end July 23, 2019 at the Board of County Commissioners' public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|--------------------|--------------|------------------------------------|
| CDBG Administrator | ADAMS COUNTY | Adams County Community Development |
| HOME Administrator | ADAMS COUNTY | Adams County Community Development |
| ESG Administrator | | Adams County Community Development |

Table 1 – Responsible Agencies

Narrative

The County’s strives to improve the quality of life for its residents through the management of grant-funded programs for housing, community development, and neighborhood revitalization. The common thread of the funds administered by the County is to benefit low- and moderate-income residents. Eighty percent (80%) of all funds and programs administered by the County directly impact the lives of low- and moderate-income residents. The County continues to opt out of Emergency Services Grant (ESG) funding and allocates those funds to the State of Colorado who administers the grant. With this arrangement, non-profits only have to apply to the State for ESG and are considered a first priority for the County's ESG allocation.

Consolidated Plan Public Contact Information

Melissa Scheere, Community Development Manager, Community and Economic Development Department

Adams County Government Center

4430 S. Adams County Pkwy, Suite W6204

Brighton, CO 80601

mscheere@adcogov.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Adams County worked with a variety of agencies and municipalities that provide services to residents in order to collect data around housing, services and community development needs. Key partner focus groups and interviews were held to collect the data to inform the development of the Con Plan, the AAP, the 2017 Housing Needs Assessment (HNA), and the County's 2018 Balanced Housing Plan (BHP).

To gain a more thorough understanding of the housing situation in Adams County, three focus groups and a series of interviews with community leaders were conducted in late 2016 for the HNA. The County then held additional stakeholder engagement events to shape the BHP. The BHP's purpose is to take the information collected from the HNA and stakeholder input, and present defined goals and outcomes through a multifaceted and collaborative approach. As a result, the following goals were created to further speak to the many barriers in achieving “balanced housing” across a county with a diverse population and housing needs:

- Utilize New and Existing Tools
 - Reduce Constraints to Development
 - Expand Opportunities for Housing
- For more information, the final HNA and BHP can be found at <https://www.adcogov.org/BHP>. The BHP was ratified in July 2018.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Adams County works in collaboration with the cities of Westminster and Thornton through the HOME Consortia to distribute HOME funds for eligible projects that create or preserve housing. Adams County also works with local certified Community Housing Development Organizations (CHDOs) and local housing authorities to provide essential services. These organizations include Community Resources and Housing Development Corporation (CRHDC), Unison Housing Partners (UHP), formally Adams County Housing Authority, and the Brighton Housing Authority (BHA).

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Metro Denver Homeless Initiative (MDHI) works with homeless providers throughout the metro Denver region to coordinate homeless service efforts. In Adams County specifically, MDHI has a VISTA member placement with UHP to assist with coordinating the annual Point-in-Time homeless count. MDHI is developing a regional coordinated assessment system, building a housing pipeline, and engaging other community partners to provide services to individuals homeless or at risk of becoming homeless throughout the metro Denver region. MDHI staff was consulted during the development of the 2015-2019 Con Plan. Adams County continues to coordinate with homeless providers working in the County to fund programs serving homeless individuals, families, families with children, veterans, youth, and persons at risk of becoming homeless.

In 2017, the Burnes Center presented the results of their study on homelessness in the County to the County to the Board of County Commissioners. The plan provided a number of short- and long-term recommendations. Since then the County has a team dedicated to addressing poverty and homelessness in Adams County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

| | | |
|---|--|--|
| 1 | Agency/Group/Organization | City of Westminster |
| | Agency/Group/Organization Type | Other government - Local |
| | What section of the Plan was addressed by Consultation? | Public Housing Needs Economic Development |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed HOME activities. |
| 2 | Agency/Group/Organization | City of Thornton |
| | Agency/Group/Organization Type | Other government - Local |
| | What section of the Plan was addressed by Consultation? | Public Housing Needs Economic Development |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed HOME activities. |
| 3 | Agency/Group/Organization | ADAMS COUNTY HOUSING AUTHORITY |
| | Agency/Group/Organization Type | Housing Services - Housing |
| | What section of the Plan was addressed by Consultation? | Public Housing Needs Affordable Housing |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed HOME activities. |

| | | |
|----|--|--|
| 4 | Agency/Group/Organization | BRIGHTON HOUSING AUTHORITY |
| | Agency/Group/Organization Type | Housing |
| | What section of the Plan was addressed by Consultation? | Public Housing Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed HOME activities. |
| 5 | Agency/Group/Organization | Community Resources and Housing Development Corp |
| | Agency/Group/Organization Type | Housing Services - Housing |
| | What section of the Plan was addressed by Consultation? | Public Housing Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed CHDO activities. |
| 9 | Agency/Group/Organization | CITY OF FEDERAL HEIGHTS |
| | Agency/Group/Organization Type | Other government - Local |
| | What section of the Plan was addressed by Consultation? | Economic Development Minor Home Repair Program |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed CDBG activities. |
| 10 | Agency/Group/Organization | City of Brighton |
| | Agency/Group/Organization Type | Other government - Local |
| | What section of the Plan was addressed by Consultation? | Seniors and Other Prioritized Populations, Minor Home Repair Program |

| | | |
|----|--|--|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed CDBG activities. |
| 11 | Agency/Group/Organization | CITY OF NORTHGLENN |
| | Agency/Group/Organization Type | Other government - Local |
| | What section of the Plan was addressed by Consultation? | Economic Development Infrastructure Improvements |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed CDBG activities. |
| 12 | Agency/Group/Organization | TOWN OF BENNETT |
| | Agency/Group/Organization Type | Other government - Local |
| | What section of the Plan was addressed by Consultation? | Economic Development Public Facility |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Agency participated in the development of the 2019 AAP by discussing proposed CDBG activities. |
| 13 | Agency/Group/Organization | ADAMS COUNTY |
| | Agency/Group/Organization Type | Other government - County Grantee Department |
| | What section of the Plan was addressed by Consultation? | Sustainability, Minor Home Repair Program and Infrastructure Improvements |

| | |
|---|--|
| <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> | <p>Adams County Community and Economic Development Department and the Board of County Commissioners participated in the development of the 2019 AAP by discussing proposed CDBG and HOME activities.</p> |
|---|--|

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|-------------------|---|--|
| Continuum of Care | Metro Denver Homeless Initiative (MDHI) | Adams County uses the MDHI Point in Time annual homeless count, and other research and coordination efforts to develop plans for serving homeless persons in Adams County. |

Table 3 – Other local / regional / federal planning efforts

Narrative

Not required - NA

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The County included a variety of outreach efforts for citizen participation to provide valuable input included in the AAP. These efforts included service provider/key partner meetings, newspaper notifications, Urban County and HOME Consortia meetings, the County's webpage, and public hearings. The County has also made available information regarding the AAP and related citizen participation process on the County's website. Outreach efforts varied to reach diverse populations to include input that was insightful and representative of all Adams County residents. It also encouraged the participation of those in specialized populations such as non-English speakers, persons with disabilities, residents of public housing, low-income residents and seniors. Adams County encouraged participation by local institutions, members of the Continuum of Care, service providers, special needs providers, nonprofit organizations, and housing developers. This data was then analyzed by staff who incorporated the findings on housing, special needs, and community development into the priority outcomes. By determining the Priorities, the County was able to allocate funds to the appropriate agencies to provide those necessary services. Residents were encouraged to provide comments on the draft AAP through a publicized thirty (30) day public review period. The County publicized the availability of the draft AAP in multiple local newspapers and on the County's webpage on the County's website.

Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|-------------------|------------------------------|---|------------------------------|--|---|
| 1 | Internet Outreach | Non-targeted/broad community | The County utilized its website to continually updates the public on upcoming public hearings, funding allocations, and reports, including the AAP. | | | www.adcogov.org/community-development |
| 2 | Public Hearing | Non-targeted/broad community | The AAP Public Hearing on July 23, 2019. | | | http://adcogov.legistar.com/calendar.aspx |
| 3 | Newspaper Ad | Non-targeted/broad community | The County published a Notice of Public Hearing and Request for Public Comments on June 19, 2019 in multiple local newspapers. | | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/at tendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|-----------------------|----------------------|---|------------------------------|--|---------------------|
| 4 | Urban County Hearings | Urban County Members | Urban County members had public hearings for the proposed 2019 CDBG activities. | | | |

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Adams County's allocation of HUD funds (CDBG and HOME) is determined annually, and only after it receives a formal letter from HUD regarding the amount for each program. CDBG funds are allocated to jurisdictions that are Urban County members with projects in the County. Adams County is a HOME consortia, which includes the cities of Thornton and Westminster, as well as the Urban County areas. HOME funds are allocated to the two Consortia cities, and throughout the year to housing projects within the HOME Consortia and Urban County areas.

Federal dollars leverage additional funds in many of the projects completed as part of the Con Plan. Federal dollars are limited, and agencies completing projects will often utilize other funds to complete projects. The leveraged dollars represent a benefit to all Adams County residents. They stretch the grant funds received by the County, while allowing projects to precede that benefit either the area or a specific clientele. At the same time, it aids the agencies supplying the leveraged funds in meeting their goals. In addition to CDBG and HOME funds, Adams County provides local grants to human service organizations serving the County's low income individuals and families through its Community Enrichment Grant.

Each of these funding streams has allowed Adams County to target at-risk populations and leverage fixed program year allocations. These funding streams helped provide resources, services, and opportunities to people that may not qualify under HOME or CDBG guidelines and to neighborhoods that may not have been targeted with regular program year funding.

CDBG prior year resources total \$0 and \$948,000 in Program Income is projected.

HOME Prior Year Resources total \$878,762. Program Income that will be programmed in the 2019 program year is \$316,867 for activities related to HOME approved activities.

CDBG-CV Amendment

In the spring of 2020, Adams County was allocated \$830,131 in additional CDBG Coronavirus (CDBG-CV) funding under the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act to address households and businesses throughout the county dealing with economic turbulence from the Coronavirus pandemic.

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan \$ | Narrative Description |
|---------|------------------|---|----------------------------------|--------------------|--------------------------|-----------|---|--|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| CDBG | public - federal | Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services | 1,364,927 | 948,000 | 0 | 2,312,927 | 0 | Adams County will allocate 2019 CDBG funds to its Urban County members (four local jurisdictions) for their proposed projects. |
| HOME | public - federal | Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA | 949,905 | 316,867 | 878,762 | 2,145,534 | 0 | HOME funds are allocated in Thornton, Westminster (HOME Consortia), and throughout the county. Adams County uses 10% of HOME funds for administration of programs. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan \$ | Narrative Description |
|---------|------------------|--|----------------------------------|--------------------|--------------------------|-----------|---|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| ESG | public - federal | Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing | 0 | 0 | 0 | 0 | 0 | ESG funds are allocated to the State of Colorado. |
| Other | public - federal | Other | 830,131 | 0 | 0 | 830,131 | 0 | CDBG-CV funds to prevent, prepare for, and respond to coronavirus (COVID-19). |

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

County funded projects use a variety of other leveraged funds to cover the total cost of projects. HOME funded projects use Low Income Housing Tax Credit (LIHTC) equity, State of Colorado funds, private equity, and other resources to cover the cost of the development. CDBG typically leverage locally funded projects and/or help support gaps in funding that meet the goals of the Con Plan. Activities funded by HOME will have the required twenty-five (25%) match from previous program years and from fee reductions by local jurisdictions. In order to be

considered HOME match, the funding must be a non-federal permanent contribution to affordable housing contributed in an eligible manner and properly documented. Adams County encourages all HOME funded projects to have program funding match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Adams County and local jurisdictions may choose to provide publically held land for housing, community facility, and other eligible HOME and CDBG projects. No specific parcels are being used in the 2019 program year.

Discussion

Not required - NA

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|--|------------|----------|---|--|---|--------------------|--|
| 1 | Construction of New Rental Housing | 2015 | 2019 | Affordable Housing | County-Wide City of Westminster | Housing Needs Seniors and other Prioritized Populations | HOME: \$848,635 | Rental units constructed: 356 Household Housing Unit |
| 3 | Preservation of Existing Housing Stock | 2015 | 2019 | Affordable Housing | County-Wide City of Federal Heights City of Brighton | Housing Needs Community and Economic Development Needs Seniors and other Prioritized Populations | CDBG: \$657,708 | Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 22 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 625 Household Housing Unit |
| 7 | Infrastructure Improvements | 2015 | 2019 | Non-Housing Community Development | County-Wide City of Northglenn City of Brighton | Community and Economic Development Needs | CDBG: \$820,091 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 13480 Persons Assisted |
| 8 | Emergency Housing and Shelter for the Homeless | 2015 | 2020 | Homeless | County-Wide | Homelessness | CDBG: \$150,000 | Overnight/Emergency Shelter/Transitional Housing Beds added: 48 Beds |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|--|------------|----------|-----------------------------------|-----------------|--|---------|--------------------------------|
| 9 | Increase Job Services and Job Creation | 2015 | 2020 | Non-Housing Community Development | County-Wide | Community and Economic Development Needs | | Jobs created/retained: 40 Jobs |

Table 3 – Goals Summary

Goal Descriptions

| | | |
|---|-------------------------|--|
| 1 | Goal Name | Construction of New Rental Housing |
| | Goal Description | <p>St. Mark Village is a 216, six (6) building, LIHTC project located at the NW corner of 97th Avenue and Federal Boulevard. The project will be financed with non-competitive private activity bonds issued by CHFA. One hundred percent (100%) of the units in the community will serve families earning at or below 60% AMI.</p> <p>Harris Park Apartments is a 24 unit of senior housing development. The development will offer community space and will be located at 73rd and Lowell Blvd. The project will serve households at or below 80% AMI.</p> <p>7401 Broadway is the County's first land contribution for affordable housing. The existing building is the former Adams County Child and Family Service Center donated to Unison Housing Partners. The office building will be an adaptive reuse into residential units and new walkup units will be constructed. The project will result in 116 units of affordable housing, all serving 70% or less AMI.</p> |

| | | |
|---|-------------------------|--|
| 3 | Goal Name | Preservation of Existing Housing Stock |
| | Goal Description | <p>The Minor Home Repair (MHR) Program will serve low-to-moderate income homeowners throughout the City of Federal Heights. The program will address essential home repairs to promote decent, safe and sanitary conditions as well as accessibility issues. County staff will administer the MHR program for the City. The City has allocated \$23,386 in CDBG for the MHR program.</p> <p>City of Federal Heights will utilize its remaining CDBG allocation (\$79,701) to continue operating its Rental Inspection Program. The Rental Inspection Program promotes affordable, safe rental housing for its residents by administering a city-wide program to bring rental properties into code compliance.</p> <p>GRID Alternatives will utilize a portion of Adams County CDBG funds (\$154,621) to provide rooftop solar photovoltaic systems on owner occupied low-to-moderate income homes in unincorporated Adams County.</p> <p>Brighton Housing Authority (BHA) will utilize \$400,000 in HOME funds to rehabilitate BHA owned North 5th Avenue and South 18th Avenue duplexes. Rehabilitations will improve site accessibility and energy efficiency to ten (10) units benefiting persons of under 80% AMI. All units are three and four bedroom units.</p> |

| | | |
|---|-------------------------|---|
| 7 | Goal Name | Infrastructure Improvements |
| | Goal Description | <p>In 2018, the City of Northglenn proposed to install new infrastructure for a bicycle/pedestrian plan in its low to moderate income neighborhoods to improve overall mobility and accessibility for residents to other residential areas as well as connections to neighborhood services in commercial areas and public facilities. The City has requested its 2019 allocation (\$233,590) to be used for the same project, however, it will be used in different low-to-moderate income areas.</p> <p>City of Brighton is proposing to utilize its CDBG allocation (\$186,501) to improve Southern Street for pedestrian and multi-modal connectivity. The project will improve overall mobility and accessibility to the community. The surrounding areas meet the low-to-moderate income requirement.</p> <p>Adams County Public Works is proposing to use a portion of Adams County's CDBG allocation (\$400,000) to provide safe and adequate public improvements in a low-to-moderate income neighborhood, Sherrelwood. Improvements will focus on ADA compliant sidewalks and overall safe connectivity.</p> |
| 8 | Goal Name | Emergency Housing and Shelter for the Homeless |
| | Goal Description | Adams County will support the "Aurora Emergency Respite Center" at 1101 S. Abilene Street, Aurora, Colorado 80012, for the purpose of housing the homelessness and individuals in vulnerable housing situations for short-term stays in the non-congregant Aurora Emergency Respite Center shelter during the emergency declared by Governor Polis due to the coronavirus COVID-19 outbreak. |
| 9 | Goal Name | Increase Job Services and Job Creation |
| | Goal Description | In response to the COVID-19 pandemic, Adams County is putting together a program to assist for-profit businesses to avoid job loss caused by business closures related to social distancing. Funding can provide short-term working capital assistance to small businesses to enable retention of jobs and provide organizational stability. The program would allow local businesses to apply for a small business grant, up to \$35,000, to retain jobs, following specified criteria. |

AP-35 Projects - 91.420, 91.220(d)

Introduction

Adams County has allocated CDBG and HOME funds to projects in 2019 that meet the County's 2015-2019 Con Plan's Priority Needs and Annual Goals.

CDBG projects include minor home rehabilitation and public infrastructure. Adams County and the cities of Brighton, Northglenn and Federal Heights have prioritized projects in their jurisdictions and will oversee projects within their communities.

HOME projects include the creation of two new affordable housing rental projects.

CDBG-CV Amendment

CDBG-CV funds are to prepare for, prevent, and reponse to the COVID-19 pandemic. The projects outlined below the begin with "CV" are projects funded with CDBG-CV.

| # | Project Name |
|----|----------------------------|
| 1 | CDBG: Housing |
| 2 | CDBG: Infrastructure |
| 3 | CDBG: Administration |
| 4 | CDBG: Economic Development |
| 5 | CDBG: Public Service |
| 6 | HOME: Adams County |
| 7 | HOME: CHDO |
| 8 | HOME: Administration |
| 9 | HOME: Westminster |
| 10 | HOME: TBRA |
| 11 | CV: Economic Development |
| 12 | CV: Administration |
| 13 | CV: Mortgage Assistance |

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Community input from the Urban County members, community organizations, and non-profits determined how the County will allocate priorities described in the Con Plan. Urban County members participate in the Urban County through a formula basis and after receiving their allocation, the County works with each to identify a project that addresses the Con Plan goals and meets the needs of their respective residents. While the current housing market creates barriers to addressing many of the issues contributing to the increase in need for affordable housing, the County continues to improve its working

relationships with developers, housing authorities and others to overcome this obstacle. In addition, the County dedicated part of its 2016 CDBG administration costs to the development of the County's 2017 Housing Needs Assessment and 2018 Balanced Housing Plan to address the issues that were raised in the 2015 Analysis of Impediments to Fair Housing Choice.

AP-38 Project Summary

Project Summary Information

| Project Summary Information | | | | | |
|-----------------------------|--|---|---|--|-----------------|
| No. | Project | Goals Supported | Geographic Areas | Needs Addressed | Funding |
| | CDBG: Housing | Construction of New Rental Housing Preservation of Existing Housing Stock | County-Wide - Other City of Federal Heights - Other | Housing Needs Community and Economic Development Needs Seniors and other Prioritized Populations | CDBG: \$565,708 |
| 1 | Description | <p>The Minor Home Repair (MHR) Program will serve low-to-moderate income homeowners throughout the City of Federal Heights. The program will address essential home repairs to promote decent, safe, and sanitary conditions as well as accessibility issues. County staff will administer the MHR program for the City. The City has allocated \$23,386 in CDBG for the MHR program. City of Federal Heights will utilize its remaining CDBG allocation (\$79,701) to continue operating its Rental Housing Inspection Program. The Rental Housing Inspection Program promotes affordable, safe rental housing for its residents by administering a city-wide program to bring rental properties into code compliance. GRID Alternatives will utilize a portion of Adams County CDBG funds (\$154,621) to provide rooftop solar photovoltaic systems on owner occupied low-to-moderate income homes in unincorporated Adams County. 7401 Broadway is the County's first land contribution for affordable housing. The existing building is the former Adams County Child and Family Service Center donated to Unison Housing Partners. The office building will be an adaptive reuse into residential units and new walkup units will be constructed. The project will result in 116 units of affordable housing, all serving 70% or less AMI. CDBG will be utilized to pay for eligible soft costs.</p> | | | |
| | Target Date for Completion | 06/30/2020 | | | |
| | Estimate the number and type of families | The Minor Home Repair (MHR) Program will serve approximately two (2) low-to-moderate income homeowners throughout the | | | |

| | |
|---|--|
| <p>that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>City of Federal Heights.</p> <p>The Rental Housing Inspection Program will inspect approximately 625 units in the City of Federal Heights.</p> <p>GRID Alternatives solar installation program will serve approximately 20 low-to-moderate income homeowners throughout unincorporated Adams County.</p> <p>7401 Broadway will result in 116 units of affordable housing, all serving 70% or less AMI.</p> |
| <p>Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>See above.</p> |
| <p>Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>The Minor Home Repair (MHR) Program will serve low-to-moderate income homeowners throughout the City of Federal Heights. The program will address essential home repairs to promote decent, safe, and sanitary conditions as well as accessibility issues. County staff will administer the MHR program for the City. The City has allocated \$23,386 in CDBG for the MHR program. The MHR program meets the matrix code 14A, Rehab: Single-Unit Residential and meets the national objective benefiting low and moderate-income persons.</p> <p>City of Federal Heights will utilize its remaining CDBG allocation (\$79,701) to continue operating its Rental Housing Inspection Program. The Rental Housing Inspection Program promotes affordable, safe rental housing for its residents by administering a city-wide program to bring rental properties into code compliance. The Rental Housing Inspection Program meets the matrix code 15, Code Enforcement and meets the national objective benefiting low and moderate-income persons (area benefit) and preventing or eliminating slums or blight.</p> <p>GRID Alternatives will utilize a portion of Adams County CDBG funds (\$154,621) to provide rooftop solar photovoltaic systems on owner occupied low-to-moderate income homes in unincorporated Adams County. The GRID Alternatives</p> |

| | |
|--|---|
| | <p>project meets the matrix code 14F, Rehab: Energy Efficiency Improvements and meets the national objective benefiting low and moderate-income persons.</p> <p>7401 Broadway is the County's first land contribution for affordable housing. The existing building is the former Adams County Child and Family Service Center donated to Unison Housing Partners. The office building will be an adaptive reuse into residential units and new walkup units will be constructed. The project will result in 116 units of affordable housing, all serving 70% or less AMI. CDBG will be utilized to pay for eligible soft costs. The projects meet the matrix code 03J, Water/Sewer Improvements and meets the national objective benefiting low and moderate-income persons.</p> |
|--|---|

| | | | | | |
|---|---|--|---|--|-----------------|
| | CDBG: Infrastructure | Infrastructure Improvements | County-Wide - Other City of Northglenn - Other City of Brighton - Other | Seniors and other Prioritized Populations Community and Economic Development Needs | CDBG: \$820,091 |
| | Description | CDBG funding will be utilized for infrastructure projects in the cities of Brighton and Northglenn, and unincorporated Adams County. | | | |
| | Target Date for Completion | 06/30/2020 | | | |
| 2 | Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | The proposed activities will benefit approximately 13,480 low-to-moderate income families. | | | |
| | Location Description (Note: Additional | The proposed activities will be undertaken in the City of Federal Heights, the City of Brighton, and the Sherrelwood neighborhood | | | |

| | |
|---|---|
| <p>information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>of unincorporated Adams County.</p> |
| <p>Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>In 2018, the City of Northglenn proposed to install new infrastructure for a bicycle/pedestrian plan in its low to moderate income neighborhoods to improve overall mobility and accessibility for residents to other residential areas as well as connections to neighborhood services in commercial areas and public facilities. The City has requested its 2019 allocation (\$233,590) to be used for the same project, however, it will be used in different low-to-moderate income areas. This project meets the matrix code 03K, Street Improvements and meets the national objective benefiting low and moderate-income persons (area benefit).</p> <p>City of Brighton is proposing to utilize its CDBG allocation (\$186,501) to improve Southern Street for pedestrian and multi-modal connectivity. The project will improve overall mobility and accessibility to the community. The surrounding areas meet the low-to-moderate income requirement. This project meets the matrix code 03K, Street Improvements and meets the national objective benefiting low and moderate-income persons (area benefit).</p> <p>Adams County Public Works is proposing to use a portion of Adams County's CDBG allocation (\$400,000) to provide safe and adequate public improvements in a low-to-moderate income neighborhood, Sherrelwood. Improvements will focus on ADA compliant sidewalks and overall safe connectivity. This project meets the matrix code 03K, Street Improvements and meets the national objective benefiting low and moderate-income persons (area benefit).</p> |

| | | | | | |
|----------|---------------------------------|--|----------------------------|---|----------------------------|
| <p>3</p> | <p>CDBG: Administration</p> | <p>Preservation of Existing Housing Stock Infrastructure Improvement</p> | <p>County-Wide - Other</p> | <p>Housing Needs Community and Economic Development Needs Seniors and other Prioritized Populations</p> | <p>CDBG: \$272,995</p> |
|----------|---------------------------------|--|----------------------------|---|----------------------------|

| | | | | | |
|--|--|----|--|--|--|
| | | ts | | | |
| Description | Adams County will retain the allowable twenty percent (20%) of 2019 CDBG funding for Adams County Community Development staff to administer the program. | | | | |
| Target Date for Completion | 06/30/2020 | | | | |
| Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | | | | |
| Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | | | | |
| Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | CDBG administration costs meet the matrix code 20, Planning. The use of the funds is presumed to meet the national objective benefiting low and moderate-income persons since 100% of Adams County CDBG funds are used to benefit for low-to-moderate income persons or areas. | | | | |

| | | | | | |
|---|----------------------------|---|---------------------|--|--|
| 4 | CDBG: Economic Development | Increase Job Services and Job Creation | County-Wide - Other | Community and Economic Development Needs | |
| | Description | In response to COVID-19, Adams County is launching a small business stabilization program to fund small businesses that have been impacted by public health orders. | | | |
| | Target Date for Completion | 08/31/2022 | | | |

| | |
|--|---|
| Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | This program will assist a minimum of 40 low to moderate-income individuals (80% AMI or below) by creating & retaining jobs. |
| Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | County-wide. |
| Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Grants of up to \$35,000 will be offered to eligible businesses for Special Economic Development to create/retain jobs for 80% AMI and below individuals. |

| | | | | | |
|---|----------------------------|--|---------------------|--------------|--|
| 5 | CDBG: Public Service | Emergency Housing and Shelter for the Homeless | County-Wide - Other | Homelessness | |
| | Description | Adams County will support the Aurora Emergency Respite Center at 1101 S. Abilene Street, Aurora, Colorado 80012, for the purpose of housing the homelessness and individuals in vulnerable housing situations for short-term stays in the non-congregant Aurora Emergency Respite Center shelter during the emergency declared by Governor Polis due to the coronavirus COVID-19 outbreak. | | | |
| | Target Date for Completion | 07/31/2020 | | | |

| | | | | | |
|---|--|---|--|---------------|-----------------|
| | <p>Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>This project will provide 48 beds for homeless individuals and families affected by the COVID-19 pandemic at the Aurora Emergency Respite Center.</p> | | | |
| | <p>Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>1101 S. Abilene Street, Aurora, Colorado 80012</p> | | | |
| | <p>Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>Adams County will support the “Aurora Emergency Respite Center” at 1101 S. Abilene Street, Aurora, Colorado 80012, for the purpose of housing the homelessness and individuals in vulnerable housing situations for short-term stays in the non-congregant Aurora Emergency Respite Center shelter during the emergency declared by Governor Polis due to the coronavirus COVID-19 outbreak.</p> | | | |
| 6 | HOME: Adams County | Construction of New Rental Housing Preservation of Existing Housing Stock | County-Wide - Other City of Brighton - Other | Housing Needs | HOME: \$709,557 |
| | Description | <p>Brighton Housing Authority (BHA) will utilize \$400,000 in HOME funds to rehabilitate BHA owned North 5th Avenue and South 18th Avenue duplexes. Rehabilitations will improve site accessibility and energy efficiency to ten (10) units benefiting persons of under 80% AMI. All units are three- and four-bedroom units. 7401 Broadway is the County's first land contribution for affordable housing. The existing building is the former Adams</p> | | | |

| | | | | | |
|---|--|--|---------|---------------|-------|
| | | County Child and Family Service Center donated to Unison Housing Partners. The office building will be an adaptive reuse into residential units and new walkup units will be constructed. The project will result in 116 units of affordable housing, all serving 70% or less AMI. | | | |
| | Target Date for Completion | 06/30/2021 | | | |
| | Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Brighton Housing Authority will improve site accessibility and energy efficiency to ten (10) units benefiting persons of under 80% AMI. 7401 Broadway will result in 116 units of affordable housing, all serving 70% or less AMI. | | | |
| | Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Brighton Housing Authority will improve two sites in the City of Brighton: North 5th Avenue and South 18th Avenue. Unison Housing Partners will be rehabilitating and creating new rental housing at 7401 Broadway, Denver, CO. | | | |
| | Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Brighton Housing Authority (BHA) will utilize \$400,000 in HOME funds to rehabilitate BHA owned North 5th Avenue and South 18th Avenue duplexes. Rehabilitations will improve site accessibility and energy efficiency to ten (10) units benefiting persons of under 80% AMI. All units are three- and four-bedroom units. 7401 Broadway is the County's first land contribution for affordable housing. The existing building is the former Adams County Child and Family Service Center donated to Unison Housing Partners. The office building will be an adaptive reuse into residential units and new walkup units will be constructed. The project will result in 116 units of affordable housing, all serving 70% or less AMI. | | | |
| 7 | HOME: CHDO | Construction | City of | Housing Needs | HOME: |

| | | | | | |
|--|---|-----------------------|---------------------|---|-----------|
| | | of New Rental Housing | Westminster - Other | Seniors and other Prioritized Populations | \$347,495 |
| Description | Harris Park Apartments is a twenty-four (24) units of senior housing. The development will offer community space and will be located at 73rd and Lowell Blvd. The project will serve households at or below 80% AMI. Additionally, CRHDC will be receiving CHDO Operating funds. | | | | |
| Target Date for Completion | 12/31/2020 | | | | |
| Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Harris Park Apartments is a twenty-four (24) units of senior housing for households at or below 80% AMI. | | | | |
| Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Harris Park will be located at 73rd and Lowell Blvd. in Westminster, CO. | | | | |
| Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Harris Park Apartments is a twenty-four (24) units of senior housing. The development will offer community space and will be located at 73rd and Lowell Blvd. The project will serve households at or below 80% AMI. Additionally, Community Resources & Housing Development Corporation will be receiving CHDO Operating funds. | | | | |
| | | | | | |
| 8 | HOME: | Construction | County-Wide | Housing Needs | HOME: |

| | | | | |
|---|--|---------|--|----------|
| Administration | of New Rental Housing Preservation of Existing Housing Stock | - Other | Community and Economic Development Needs Seniors and other Prioritized Populations | \$94,990 |
| Description | Adams County will retain ten percent (10%) of 2019 HOME funding for Adams County Community Development staff for HOME program administration. Further, ten percent (10%) of applicable Program Income (PI) from prior year(s) activities will also be used for administration. | | | |
| Target Date for Completion | 06/30/2020 | | | |
| Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | | | |
| Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | | | |
| Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | | | |

| | | | | | |
|----|---|---|-----------------------------|-------------------------------|-----------------|
| | HOME: Westminster | Construction of New Rental Housing | City of Westminster - Other | Housing Needs | CDBG: \$548,635 |
| | Description | St. Mark Village is a 216-unit, six (6) building LIHTC project located at the NW corner of 97th Avenue and Federal Boulevard. The project will be financed with non-competitive private activity bonds issued by CHFA. One hundred percent of the units in the community will serve families earning at or below sixty percent (60%) AMI. | | | |
| | Target Date for Completion | 12/31/2020 | | | |
| 9 | Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | St. Mark Village will consist of 216 units of housing for families at or below 60% AMI. | | | |
| | Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | St. Mark Village will be located at the NW corner of 97th Avenue and Federal Boulevard. | | | |
| | Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | St. Mark Village is a 216-unit, six (6) building LIHTC project located at the NW corner of 97th Avenue and Federal Boulevard. The project will be financed with non-competitive private activity bonds issued by CHFA. One hundred percent of the units in the community will serve families earning at or below sixty percent (60%) AMI. | | | |
| 10 | HOME: TBRA | Preservation of Existing | County-Wide - Other | Seniors and other Prioritized | HOME: \$800,000 |

| | | | | | |
|--|---|---|---|------------------------------|--|
| | | Housing Stock Emergency Housing and Shelter for the Homeless | City of Federal Heights - Other City of Northglenn - Other City of Thornton - Other Town of Bennett - Other City of Brighton - Other City of Westminster - Other | Populations Housing Needs | |
| Description | Adams County will provide rental housing assistance through its Tenant Based Rental Assistance Program. | | | | |
| Target Date for Completion | 06/30/2022 | | | | |
| Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | It is estimated that over 400 individuals will benefit from this program, approximately 100 households. | | | | |
| Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Cities of Thornton, Westminster, Northglenn, Federal Heights, Town of Bennett, and unincorporated Adams County. | | | | |

| | | |
|--|---|--|
| | <p>Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)</p> | <p>HOME funds will be provided to Maiker Housing Partners and Brighton Housing Authority to operate the program. The program provides rental assistance to tenants if the household is 60% area median income (AMI) or less, and the landlord agrees to the program parameters. The program will serve rental units located in unincorporated Adams County, Town of Bennett, and the cities of Northglenn, Brighton, Federal Heights, Thornton, and Westminster.</p> <p>The program will be structured to set-aside \$300,000 to individuals and/or families currently in need of housing, \$500,000 for individuals and/or families currently renting, and \$65,000 for Maiker Housing Partners and Brighton Housing Authority staff administration costs from HOME administration. Brighton Housing Authority will administer the portion of the program for individuals and/or families in need of housing. Maiker Housing Partners will administer the portion of program for individuals and/or families currently in housing. The administration costs will be proportionately shared to Brighton Housing Authority and Maiker Housing Partners.</p> |
|--|---|--|

| | | | | | |
|----|-------------------------|--|---|--|----------------------------|
| 11 | CV-Economic Development | Increase Job Services and Job Creation | County-Wide - Other City of Federal Heights - Other City of Northglenn - Other Town of Bennett - Other City of Brighton - Other | Community and Economic Development Needs | Other - CDBG-CV: \$360,000 |
| | Description | Supplemental funding to the COVID-19 response Small Business Stabilization Program that provides grant to local businesses | | | |

| | | |
|--|--|---|
| | | affected by public health orders related to COVID-19. |
| Target Date for Completion | | 12/31/2020 |
| Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | The supplemental funding to the COVID response Small Business Stabilization Program will serve a minimum of ten (10) businesses. |
| Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | Urban County areas: Northglenn, Federal Heights, Brighton, Bennett, and unincorporated Adams County. |
| Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | Grants of up to \$35,000 will be offered to eligible businesses for Special Economic Development to create/retain jobs for 80% AMI and below individuals. |

| | | | | | |
|----|-------------------|--|---|--|----------------------------------|
| 12 | CV-Administration | | County-Wide - Other City of Federal Heights - Other City of Northglenn - Other Town of Bennett - Other | Community and Economic Development Needs | Other - CDBG-CV: \$166,026 |
|----|-------------------|--|---|--|----------------------------------|

| | | | | | |
|----|--|---|--|---------------|----------------------------|
| | | | City of Brighton - Other | | |
| | Description | 20% of the allowable administration costs will be utilized to conduct an Infectious Disease Impact Study on Adams County's low-to-moderate income neighborhoods. | | | |
| | Target Date for Completion | | | | |
| | Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | | | | |
| | Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Urban County areas: Northglenn, Brighton, Federal Heights, Bennett, and unincorporated Adams County. | | | |
| | Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | In lieu of using the allowable 20% of administration costs, an infection disease impact study would focus on the impacts of COVID-19 to low-to-moderate income neighborhoods/areas in the Adams County Urban County areas. The study would assist with strategizing how future CDBG funding could focus on COVID-19 recovery. | | | |
| 13 | CV-Mortgage Assistance | Preservation of Existing Housing Stock | County-Wide - Other City of Federal Heights - Other | Housing Needs | Other - CDBG-CV: \$304,105 |

| | | | | |
|--|--|--|--|--|
| | | City of Northglenn - Other Town of Bennett - Other City of Brighton - Other | | |
| Description | Offer interim mortgage assistance for households affected by the COVID-19 pandemic. | | | |
| Target Date for Completion | 12/31/2020 | | | |
| Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | It is estimated approximately 60 households will benefit from the proposed activities. | | | |
| Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | Urban County areas: Northglenn, Brighton, Federal Heights, Bennett, and unincorporated Adams County | | | |
| Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) | <p>Provide Community Resources & Housing Development Corp. (CRHDC) with funding to operate a short-term mortgage assistance program. Program would allow for up to 3 months of mortgage assistance. Funding would be broken out as follows:</p> <ul style="list-style-type: none"> • 0-80% AMI households: \$221,092 • 81-120% AMI households (urgent need National Objective): \$83,013 | | | |

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Adams County encompasses approximately 1,183.6 square miles. It extends 72 miles west to east, and 18 miles north to south. It is adjacent to Denver and is one of the five counties that make up the Denver metropolitan area. All of Colorado's interstate highways (I-25, I-70, and I-76) and their associated loops (I-225, I-270) converge in Adams County. In addition, US Highways 36, 287, 6 and 85 also run through the County. E-470 completes the connection from C-470 in the south, through Denver International Airport and finally to I-25.

Adams County, which historically has been agricultural in nature, has undergone a development typical to counties in close proximity to a major metropolitan city. Urbanization has occurred most rapidly in the western part of the County as a result of the continued growth in the Denver Metro region. The eastern section of the County, with the exception of the Towns of Bennett and Strasburg, are comprised mainly of farms and rangeland. The Town of Bennett has experienced historic growth throughout the last year and has developed a strategic plan for growth largely due to its proximity to Front Range Airport and downtown Denver.

Cities within the geographic county include Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Strasburg, Thornton and Westminster and the Town of Bennett. Adams County has a diverse mix of large, suburban communities, smaller towns, and rural farming communities that have an extensive range and mix of housing, commercial enterprises and public services.

Adams County does not plan to target funds to "geographic priority" areas, however, allocations have been made to specific communities throughout Adams County for projects that are local priorities. The following communities receive allocations of CDBG funds based upon their total populations and low income populations, and apply to Adams County to use the funds within their own communities based on local priorities and needs: Town of Bennett, Unincorporated Adams County, and the Cities of Brighton, Federal Heights, and Northglenn.

The communities of Thornton and Westminster receive direct CDBG allocations from HUD, and are part of the Adams County HOME consortia. Consortia members are allocated a set-aside of HOME funds for projects within their communities. The remaining HOME funds are allocated by Adams County.

Geographic Distribution

| Target Area | Percentage of Funds |
|--------------------|----------------------------|
|--------------------|----------------------------|

| Target Area | Percentage of Funds |
|-------------------------|---------------------|
| County-Wide | 55 |
| City of Thornton | 6 |
| City of Federal Heights | 4 |
| City of Northglenn | 8 |
| City of Commerce City | 0 |
| Town of Bennett | 1 |
| City of Brighton | 7 |
| City of Westminster | 19 |

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In 2019, the Urban County IGA will be recertified for another three (3) year requalification period. CDBG funding allocations can be made up to the amounts in the agreement, if the local governments have eligible projects each year. Applications for funding are made to Adams County, and reviewed for eligibility within the CDBG and HOME program guidelines. Public improvements are made in jurisdictions mentioned throughout the AAP, and must serve low-to-moderate income census tracts.

Discussion

Not required - NA

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

Adams County will fund many affordable housing projects, including homeowner rehabilitation and new construction of affordable rental.

| One Year Goals for the Number of Households to be Supported | |
|---|-----|
| Homeless | 0 |
| Non-Homeless | 388 |
| Special-Needs | 0 |
| Total | 388 |

Table 6 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through | |
|---|-----|
| Rental Assistance | 0 |
| The Production of New Units | 356 |
| Rehab of Existing Units | 32 |
| Acquisition of Existing Units | 0 |
| Total | 388 |

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The housing authorities have not determined any needs to address at this time.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Unison Housing Partners (UHP) values the input of its residents. UHP's Resident Advisory Board, made up of residents who reside at UHP properties, meets quarterly to discuss UHP's priorities and property improvements. The UHP Board is responsible for establishing the policies of the Authority and for oversight of the fiscal and practical implementation of those policies. Members of the Board are appointed by the Adams County Commissioners and serve staggered terms. UHP's Board includes a seat for an Adams County resident of low-income housing; currently this seat is held by a resident of an UHP property. Annually, UHP surveys all residents of its properties to get feedback across a wide array of topics pertaining to resident housing. Additionally, during the planning stage of any future developments, UHP will solicit input from residents of its existing properties and area residents for design and programming.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable, PHA is not designated as troubled.

Discussion

Not required - NA

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The County works with local homeless providers and municipalities to reduce homelessness throughout Adams County and the region. Additionally, the Burnes Center on Poverty and Homelessness in Denver, Colorado conducted a homelessness study in 2016 and provided recommendations for the County to consider in proactively addressing homelessness. In response to the study, Adams County hired a Homelessness Outreach Liaison to convene and coordinate homelessness efforts with community partners and municipalities. The Liaison is actively a) coordinating the Adams County Coalition for the Homeless, b) researching initiatives such as tiny home villages and a workforce program for people currently homeless, and c) working with partners to address homeless encampments, support current services, expand outreach efforts, create a resource navigation network and a coordinated entry system.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Board has identified homelessness and reducing poverty as priority needs for the County. The County has laid out homeless assistance, homeless prevention goals and is working on implementing its Community Enrichment Plan developed by Human Services. The County administers a variety of housing and non-housing community development resources which are used to support the efforts of a broad based community network of service providers which provide homeless assistance in the County and the municipalities. Service providers supported by the County provide outreach and case management which assess individual needs and links them with the continuum of services available in the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

There is a shortage of emergency and transitional housing in the County. Three of the four current shelters serve families with minor aged children, one shelter serves individuals but is a cold weather shelter and is closed in the summer months (April to October). There is little public support for creation of mass shelters. The County and most shelter providers have resorted to a housing first model and a rapid re-housing approach to find shelter for those with no shelter options. Because of the lack of affordable rental units, service providers often have to refer households needing emergency shelter or transitional housing to housing providers in surrounding jurisdictions. The County is aligning partnerships and resources to address the shortage of affordable units by working with non-profit and private developers, encouraging new developments that would add to the affordable housing inventory. The Homelessness Outreach Liaison is working with existing homeless providers to increase the number

of beds and transitional housing opportunities available through existing homeless providers. The Liaison is also meeting and coordinating with municipal governments to identify development opportunities in their jurisdictions and will be supportive of new affordable developments that municipalities bring forth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

While some shelters adopted a housing focused approach, it is often difficult to move people experiencing homelessness into permanent housing because of the shortage of transitional units in the County. If shelter and service providers are unable to place a household in permanently affordable housing in Adams County, they work with housing providers in surrounding jurisdictions to find suitable housing. In addition to looking for housing in surrounding jurisdictions, some shelters and service providers have the ability and funds to provide the necessary financial assistance to keep them in their current housing. If the household obtains stable housing, the service providers funded by the County will provide the necessary supportive services to assist that family in maintaining stability and moving toward independence. The supportive services continue so that the formerly homeless households have less chance of experiencing another episode of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The County funds and supports the local network of service providers which provide homelessness prevention services to households in danger of homelessness. By using a prevention strategy, service providers are better able to help households maintain stability in their housing. In order to maintain stability, financial assistance for rent, mortgage, utility and other household necessities is provided by partner agencies. The programs also provide case management and referral services to assist that family in overcoming the challenges that brought them to the brink of homelessness. The County is partnering with and supporting Colorado Legal Services to target individuals and families on the brink of losing their current housing due to an eviction. Services are provided by appointment at a Westminster Public Library (Irving St.) as well as a walk-in basis at the County Courthouse. Service providers are also working to coordinate and implement a diversion or rapid resolution program for people who may

resolve their housing crisis before entering the homelessness service system. The County is also proactively looking at zoning and code to preserve and prevent displacement of current mobile home communities.

Discussion

Not required - NA

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Over the last decade Adams County has experienced a wide range of economic and demographic transitions. These transitions have led to a county that can pride itself on becoming a desirable destination for those looking to live in a community that is inclusive and that provides lifestyle opportunities that fail to exist in other areas in the seven (7) county Denver Metro region (Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson). The County's current housing climate and geographic location have contributed to the County's growing population – fifth largest and second fastest in the region. In addition, a diversity of land uses from dense cities to suburbs and open range-land, gives the County a unique identity aiding in its growth. The resulting pressures of this growth and housing stock demands have pushed housing prices to a point where many residents struggle to either find attainable housing or maintain their housing.

In a proactive effort to create solutions to the County's housing challenges, the County commissioned the 2017 Housing Needs Assessment (HNA). The HNA created a thorough economic and demographic description of the County, including its strengths and challenges as they relate to housing. The HNA identified findings that were then presented to various stakeholders who provided valuable input and possible solutions. This input also helped build the framework for developing the County's 2018 Balanced Housing Plan (BHP). The BHP's purpose is to take the information collected from the HNA and stakeholder input, and present defined goals and outcomes through a multifaceted and collaborative approach. This plan is truly a balanced housing plan as it seeks to build a platform that allows all areas of the County to achieve housing of all types, and meets the needs of the County's diverse and growing population.

BHP provides recommendations on how to address the following findings:

- Finding 1: Housing is less affordable
- Finding 2: Increasing affordability gap at all income levels
- Finding 3: Housing supply is not meeting demand
- Finding 4: Adams County has distinct socioeconomics

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Adams County has identified affordable housing as a high priority and has moved to address this

through several planning efforts including the Adams County 2015-2019 Con Plan. Through the development of the HNA and BHP, the county focused on creating a plan that provides a roadmap to addressing some of the County's housing barriers by focusing on a balance of the housing.

Balanced Housing is achieved by a community's ability to provide a variety of housing choices that reflect an individual's financial and lifestyle needs. By recognizing that housing needs are shaped by access to jobs, education, and amenities, the BHP is designed as a guide for the County as it strives to provide its residents with housing opportunities that meet their needs and achieving a greater quality of life. The BHP was the next step in county-wide recommendations and set forth the following goals and policies:

Goals

1. Utilize New and Existing Tools
2. Reduce constraints to development
3. Expand Opportunities

Policies

1. Improve and support housing opportunities for all residents in Adams County
2. Foster an environment the promotes "balanced housing"
3. Encourage connection and access between schools and housing
4. Promote the preservation of the County's current housing stock
5. Integrate development practices the increase diversity in housing options

Discussion

Not required - NA

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

Adams County is a large county making it difficult to adequately deliver services to both urban and rural constituencies. The mixture of urban and rural land throughout the county poses both service delivery and service recipient challenges. Many of the core agencies are located in the more urban portions of the County which makes service delivery in the eastern and northern rural portions of the county difficult. The lack of adequate transportation and service providers in the rural areas are a hindrance to meeting the needs of the underserved throughout the County.

One of the major problems associated with meeting the needs of the underserved is the levels of funding. In today's economy, more and more county residents are requesting services, which places strains on the County's capacity to adequately provide appropriate care.

One of the areas of weakness that Adams County continues to face is a fully functional referral system. This can be attributed to the recent funding uncertainties within all federally-funded areas (TANF, Food Stamps, Medicaid, etc.) and the vast geographic parameters of service-delivery agencies. The County is working to increase the availability of information for both service-providers and residents. The County and local service-delivery agencies strive to increase the availability of information online, to minimize the number of unassisted referrals. With additional collaboration with the County's public information office, Communications, the County hopes to increase its outreach at community meetings hosted by other departments, public input gained through public hearings, working with senior centers, non-profits who work directly with citizens, and County Poverty Symposiums with regional non-profits addressing the reduction of poverty.

Actions planned to foster and maintain affordable housing

Adams County has made new construction of affordable rental housing and preservation of existing affordable housing priorities for receiving HOME and CDBG funds. Adams County works with the local housing authorities, nonprofit housing agencies and private developers to expand and preserve the affordable housing stock throughout the county.

Actions planned to reduce lead-based paint hazards

The local Housing Authorities, the Minor Home Repair Program, and other Section 8 provider agencies strictly adhere to the Uniform Property Condition Standards (UPCS) for public housing and Section 8 tenants, and the Lead Safe Housing Rule. Housing Authorities will not allow Section 8 tenants to rent units with lead hazards that are not mitigated by the landlord. In addition, all units owned and purchased and rehabilitated by the housing authorities are mitigated for lead.

Grantees receiving HOME or CDBG funds to purchase and renovate properties which contain lead-based paint are responsible for paying for and coordinating detection and mitigation of lead hazards within the property.

The Adams County Minor Home Repair program requires lead hazard testing when conducting rehabilitation that could involve lead-based paint, and achieve clearance from certified inspectors when the rehabilitation is required per 24 CFR Part 58. All work is completed in accordance with the Lead Safe Housing Rule.

Actions planned to reduce the number of poverty-level families

The Adams County Workforce and Business Center, the County's Community Enrichment Committee, local municipalities, and community agencies work together to identify the emergent employment needs of the low income population and develop appropriate responses to these needs. The Workforce and Business Center provides routine classes and training to enhance the skills of the emerging labor force. The County can also identify qualified and interested business owners, potential business owners and small business owners, as well as those interested in learning a new trade, all of which will foster a comprehensive Section 3 list for future projects. Housing authorities and housing providers are engaged to identify those residents in need of training and/or interested in participating with the Section 3 initiative.

The UHP provides self-sufficiency services to residents of their housing units and clients of the Section 8 voucher program. The FSS program has a proven track record of helping residents gain the skills necessary to move themselves out of poverty.

Actions planned to develop institutional structure

The County is the lead agency in both the CDBG Urban County and the HOME Consortia. Adams County's Urban County consists of:

- Town of Bennett
- City of Brighton
- City of Federal Heights
- City of Northglenn Every three years, these jurisdictions are re-invited to renew their Intergovernmental Agreement (IGA) with the County. Each of them receives a percentage of the County's CDBG allocation based on a formula allocation (total and low-income populations). As the lead agency, the County monitors each jurisdiction's projects to ensure they meet national objectives, eligibility, and compliance issues such as environmental review clearances. All projects are assessed through an application process for eligibility and feasibility. In addition to the Urban County, Adams County leads a HOME Consortia with the cities of Westminster and Thornton. A percentage of the county's annual HOME allocation is reserved to each of these municipalities based on a formula determined and posted annually by HUD. The County recertified the HOME Consortia and Urban County IGAs for an additional three (3) year period in 2019. The County also provides portions of its HOME allocation to: Community Development Housing Organizations (CHDO's) (15% requirement) Local Housing Authorities Non-profit housing developers For-profit developers Adams County has increased CHDO qualification strategies to align with the 2013 HOME Final Rule amendments and HUD best practices. Adams County will continue to seek and certifying new CHDOs throughout the County for the purposes of expanding the County's capacity to undertake projects. The County also provides operating expenses to certified CHDOs to help increase capacity and administer HOME projects.

Actions planned to enhance coordination between public and private housing and social service agencies

Adams County will continue efforts to provide technical assistance to community partners as part of its coordination between public and private housing and social service agencies, as well as encouraging sub-recipients to work together to leverage resources and knowledge. The County fosters collaboration between departments to determine the highest and best use of all funding received by the division. These departments include, but not limited to, Public Works, Human Services, Workforce Business Center, and the County Manager's Office and other partners to strengthen the delivery of services to all areas of the County.

Discussion

Not required - NA

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

| | |
|---|--------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 80.00% |

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Adams County is not utilizing other forms of investment outside as outlined in CFR 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In regard to activities carried out during the 2019 program year (identified in the 2017 AAP), recapture provisions are relevant to the Community Resources and Housing Development Corporation's (CRHDC) proposed HOME activities for low-to-moderate income homebuyers.

CRHDC will acquire and rehabilitate affordable homes and sell to eligible homebuyers. Through this program, the homebuyer will also receive HOME assistance by the reduction of the purchase price of the home through the utilization of HOME funds for acquisition and rehabilitation. Proceeds from the sale of the property to an eligible homebuyer will be returned to the County as program income and revolved back into another home for acquisition and rehabilitation – similar to NSP. The HOME assistance provided to the homebuyer will follow Recapture Provisions as set forth in a Deed of Trust and Promissory Note to reduce/forgive the direct subsidy of the HOME investment on a pro-rata basis for the amount of time the homeowner owned and occupied the housing measured against the affordability period. The recaptured amount is not based on net-proceeds of the sale of the home, it is based solely on the amount that has not been forgiven. The period of affordability will be set by the applicable period in the HOME rule based on the direct subsidy amount. Resale provisions will not apply to this activity.

The County will not be participating in the First Time Homebuyer Program (FTHB) program in the 2019 program year; however, it is expected that there will be recapture from FTHB participants who did not meet the affordability period. UHP operated the FTHB program, and adhered to the affordability requirements as set forth in 24 CFR Part 92.254(a)(4) based on the per unit direct HOME subsidy a on a pro-rata basis per the recapture provision. The recaptured amount is not based on net-proceeds of the sale of the home, it is based solely on the amount that has not been forgiven.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The period of affordability is set by the applicable period in the HOME rule based on the

direct subsidy amount to the homebuyer, which will be as outlined in the Deed of Trust and Promissory Note. The direct subsidy amount is determined by the difference in reduced purchase price and market value. The recorded Deed of Trust secures the HOME direct subsidy for the term of the affordability period and references the Promissory Note which outlines the recapture provisions.

Recapture provisions reduce/forgive the HOME investment on a pro-rata basis for the amount of time the homebuyer owned and occupied the housing measured against the affordability period. For example, if \$10,000 in direct subsidy was provided with a five (5) year affordability period and the homeowner sells the home after two (2) years, the affordability period would not be met. The homeowner would then be required to pay 60% of the direct subsidy or \$6,000 in recapture, while \$4,000 is forgiven. If the homeowner refinances and stays in the home, the affordability period is still being met and no payments are due to the County. If the homeowner refinances to take cash out or takes out a home equity loan, the affordability period is not met and the homeowner is obligated to pay the remaining balance of the loan as outlined above. The County will never recapture more than the unforgiven amount of the direct subsidy.

As part of the County's annual monitoring process, CRHDC will be required to submit annual monitoring documents to ensure continued occupancy.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

24 CFR 92.206 does not apply as the County does not utilize HOME funds to refinance existing debt of multi-family housing.

Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

NA

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

NA

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

NA

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

NA

5. Describe performance standards for evaluating ESG.

NA

NA



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: 6/30/2020 |
| SUBJECT: Workforce Development Board Bylaws |
| FROM: Jodie Kammerzell |
| AGENCY/DEPARTMENT: Human Services, Workforce and Business Center |
| HEARD AT STUDY SESSION ON 6/16/2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners Approves |

BACKGROUND:

The Adams County Workforce Development Board (WDB) bylaws are reviewed by the WDB on an annual basis to incorporate decisions made in the previous year, assure continued alignment with federal & state regulations, and alignment with the Workforce Innovation and Opportunity Act of 2014. The proposed revisions to the Adams County Workforce Development Board bylaws are for efficiency, allows the Executive Committee to act on behalf of the full board during months that the full board does not meet and provides allowances for the remote environment that we are currently in.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Workforce and Business Center

ATTACHED DOCUMENTS:

Resolution

Workforce Development Board Bylaws

FISCAL IMPACT:

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

| |
|---------------------|
| Fund: |
| Cost Center: |

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGES TO THE ADAMS COUNTY
WORKFORCE DEVELOPMENT BOARD BYLAWS

WHEREAS, the Workforce Development Board, in its annual review of the bylaws, determined several changes were required to improve efficiency and to allow for a remote environment; and,

WHEREAS, the attached bylaws are being amended to allow the Executive Committee of the Workforce Development Board to make decisions on behalf of the Board during the months the Board does not meet and allows the Board to utilize technology for virtual meetings and voting.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2020 Adams County Workforce Development Board bylaw revisions, are hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the 2020 Adams County Workforce Development Board bylaws on behalf of Adams County.



ADAMS COUNTY WORKFORCE DEVELOPMENT BOARD

BYLAWS

Article I: Purpose

The Adams County Workforce Development Board (ACWDB) has been established pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 (29 U.S.C. Sec. 3101 et. seq.), as amended, to set policy for the Adams County Workforce & Business Center (ACWBC) in partnership with and subject to the approval of the Chief Elected Official, hereinafter referred to as the Adams County Board of County Commissioners (BOCC).

Article II: Functions

Section 1: Local Plan

The ACWDB, in partnership with the Adams County BOCC and subject to the approval of the BOCC, shall develop and submit a local four year plan to the Governor.

Section 1.1: Regional Plan

To align resources between multiple local boards officials in the planning region must “prepare, submit, and obtain approval” of a regional plan. ACWDB and the BOCC in conjunction with other local boards must submit a 4-year regional plan to the Governor for approval. The local boards and BOCC must review the regional plan every 2 years and submit modifications for significant changes.

Section 2: Workforce & Business Center one-stop Operator

Pursuant to the WIOA, Title 1, subtitle B, Chapter 1, subsection d, as amended, the ACWDB, with the agreement of the BOCC and the Governor, shall certify the ACWDB as

Adams County's workforce and business center delivery system. Certification as a one-stop operator will occur on a four year cycle starting July 1, 2017.

Section 3: Standing Committees

The ACWDB will establish standing committees to assist the board in carrying out its responsibilities as outlined in WIOA sec. 107. This will expand the capacity of the board in meeting required functions. To this end ACWDB will establish the following committees:

- (A) The ACWDB Executive Committee is at the least a five member committee composed of the:
 - I. ACWDB Chair
 - II. ACWDB Vice-Chair
 - III. Local Area Director (Administrator) of the Workforce & Business Center (non-voting member)
 - IV. Three or more regular board members

The Executive Committee will meet during months when a regular full member ACWDB meeting is not scheduled or when an immediate decision or discussion is required. The Executive Committee shall have decision making authority to act on behalf of the ACWDB during Executive Committee meetings or in the event there is a need for timely response. Decisions made by the committee will be presented at the next full board meeting for endorsement.

The Executive Committee will also function as the A One-Stop Delivery System Standing Committee to meet, review and discuss the results of the Parties' monitoring reports to assess whether any changes or adjustments are needed in the processes and procedures. The Parties shall negotiate modifications to the provisions of the Memo of Understanding (MOU) and proceed to amend the MOU (section 8 of the by-laws).

- (B) In accordance with the WIOA, sec. 107(b)(4), any additional standing committees seen as necessary by the WDB and/or Executive Committee.

Section 4: Identification of Eligible Providers of Training and Intensive Services

The ACWDB shall identify eligible providers of training and intensive services for adults and dislocated workers in compliance with the WIOA, and relevant federal and state regulations.

Section 5: Budget

The ACWDB fiscal year shall be the state program year, which is from the first (1st) day of July of one calendar year through the thirtieth (30th) day of June of the next calendar year. The ACWDB shall develop an annual budget for the purposes of carrying out its duties, and shall submit the budget to the BOCC, or its designated authority, for approval.

Section 6: Oversight

The ACWDB, in partnership with and subject to the approval of the BOCC, shall conduct oversight with respect to youth activity programs, employment and training activities authorized under the WIOA, as amended, and shall conduct oversight of the ACWBC.

Section 7: Local Performance Measures

The ACWDB and the BOCC shall negotiate with the Governor, the Colorado Workforce Development Council (CWDC) and the Colorado Department of Labor and Employment to reach agreement on local performance measures, pursuant to the requirement of the WIOA, and relevant federal and state regulations. The ACWDB shall report annually to the BOCC on the status of Adams County's four year plan and the bi-annual strategic plan.

Section 8: Partnership Memo of Understanding (MOU)

A Memorandum of Understanding (MOU) will be made between Adams County Workforce Development Board on behalf of Adams County Workforce and Business Center and all Workforce Innovation and Opportunity Act (WIOA) required partners. The MOU will set forth the Parties' understanding and responsibilities to successfully deliver services pursuant to WIOA.

The MOU's shall include:

- I. An analysis of the successes and challenges in operations pursuant to these provisions;
- II. Infrastructure cost sharing methodologies;
- III. Any programmatic budgetary changes that may impact a Party's responsibilities; and
- IV. Consideration of any issues, findings and/or recommendations identified in the Parties' annual monitoring reports
- V. The MOU's shall be renewed by the Parties every 3 years.

Section 8.1: Public Access

ACWDB meetings shall be held at the times and in the places designated by the chairperson, and all meetings shall be conducted in accordance with the Colorado Open Meetings Law, C.R.S. §§ 24-6-401, *et seq.* In addition, the local board shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board, including information regarding the:

- Local plan prior to submission of the plan
- Membership
- Selection and certification of one-stop operators
- Award of grants or contracts to eligible providers of youth workforce development activities, and
- Minutes of formal meetings of the ACWDB.

Section 8.2: Technology

ACWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers. Phone and web-based technologies will be employed to promote member participation.

Section 9: Employer Linkages

The ACWDB shall coordinate the workforce investment activities authorized under the WIOA, as amended, with economic development strategies implemented by Adams County, and develop other employer linkages with such activities. The ACWDB shall promote the participation of private sector employers in the Colorado Workforce Development System, and ensure the effective provision, through the system, of connecting, brokering, and coaching activities, through intermediaries such as the ACWBC or through other organizations, to assist such employers in meeting hiring needs.

Article III: Membership

Section 1: General

The BOCC shall appoint members to the ACWDB in accordance with the mandates of the WIOA, including criteria established by the Governor in partnership with the Colorado Workforce Development Council.

Section 2: Composition

The ACWDB shall not exceed twenty-five (25) members, and, pursuant to the WIOA, Title I, sec. 107 (b)(2) shall include representatives from each of the type of entities described below.

- (A) A majority of the members of the ACWDB, shall be representatives of businesses in Adams County, and shall have the following qualifications:
 - (i) members shall be owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; and
 - (ii) shall represent businesses with employment opportunities that reflect the employment opportunities in Adams County; and
 - (iii) shall be appointed from among individuals nominated by local business organizations and business trade associations.

- (B) Not less than 20 percent of the members of ACWDB will be representatives of the workforce within the local area who represent -
 - (i) At least two (2) members shall be representatives of labor organizations, and shall be nominated by a local labor federation or shall be otherwise representative of employees.
 - (ii) apprenticeship programs
 - (iii) employment needs of individuals with barriers to employment.
 - (iv) Employment, training or education needs of eligible youth both in-school and out-of-school.

- (C) Representatives of entities administering education and training in Adams County, who represent –
 - (i) Eligible providers administering adult education and literacy activities.
 - (ii) Institutions of higher learning
 - (iii) Local community-based organizations.

- (D) Representatives of entities of governmental, economic and community development entities serving Adams County who represent –
 - (i) Economic and community development entities.
 - (ii) The state employment service office under Wagner-Peyser.
 - (iii) Programs carried out under title 1 of the Rehabilitation Act of 1973

- (E) The BOCC may appoint as members other such individuals or representatives of entities as determined by the BOCC to be appropriate.

- (F) When appropriate, a member may represent one or more of the agencies, organizations, or entities specified in paragraphs (A) through (E), above.

Section 3: Qualifications

Members of the ACWDB, who represent organizations, shall be individuals with policymaking authority and/or serve in a human resources function; such as training or hiring within the organizations, they represent.

Section 3.1: Appointment Process

Appointment to the ACWDB shall follow the Adams County Board and Commissions Policies and Procedures.

Section 3.2: Vacancies

Should a vacancy occur on the ACWDB the ACWDB Local Area Director shall inform the BOCC Office of such and the appointment process will be started to fill the position in accordance with WIOA local board composition requirements and the Adams County Board and Commissions Policies and Procedures.

Section 4: Terms of Service

The term of service for each ACWDB member shall be for a period of three (3) consecutive years, renewable at expiration upon the BOCC's discretion. Members of the ACWDB who resign, leave, or who are removed from office, for whatever reason, shall be replaced as soon as possible by the BOCC, in accordance with the provisions of the WIOA, and relevant federal and state regulations, and these Bylaws, as amended. The replacement member shall serve out the unexpired term of service of the member being replaced.

Membership terms and length of service may vary due to the WIOA requirement for an annual balanced turnover.

Section 5: Removal from Service

Under the following circumstances, the BOCC may remove any ACWDB member from his/her term of service before the term is completed.

(A) Attendance:

Board and commission members are expected to maintain regular meeting attendance. Members to any board or commission can miss no more than two consecutive meetings and no more than three meetings in any calendar year. Once the limit is reached by any member, the information shall be made known

to the BoCC and the BoCC may consider vacating the position and will fill the vacancy in accordance with policy.

(B) Other:

Any other good cause as determined by the BoCC.

Article IV: Officers

Section 1: Chairperson

At the May meeting of the ACWDB, the members shall elect a Chairperson, by simple majority vote, from among the representatives described in Section 2(A), above. The Chairperson shall serve for a term of two (2) consecutive years, which term shall begin on the first (1st) day of July of the first (1st) year of his/her term, and end on the thirtieth (30th) day of June of the final year of his/her term.

The duties of the Chairperson shall be to preside over the meetings of the ACWDB to call special meetings, or to poll members of the ACWDB as the Chairperson deems necessary and proper. It shall also be the duty of the Chairperson to establish such committees as necessary, within each program year, to effectively and efficiently carry out the functions of the ACWDB.

Section 2: Vice Chairperson

At the May meeting of the ACWDB, the members shall elect a Vice Chairperson, by simple majority vote, from among the representatives described in Section 2(A), above. The Vice Chairperson shall serve for a term of two (2) consecutive years, which term shall begin on the first (1st) day of July of the first (1st) year of his/her term, and end on the thirtieth (30th) day of June of the final year of his/her term.

The Vice Chairperson shall perform the duties of the Chairperson in the event of the Chairperson's absence or in the event of a vacancy in the position of Chairperson.

Section 3: Replacement of Chairperson and/or Vice Chairperson

In the event of a vacancy in the position of Chairperson, the Vice Chairperson shall fill the vacancy only until the ACWDB elects a successor to complete the unexpired term of service of the vacating Chairperson.

In the event of vacancies at the same time in the positions of Chairperson and Vice Chairperson, the Local Area Director (Administrator) of the ACWBC shall act as Chairperson only until the ACWDB elects successors to complete the unexpired terms of service of the vacating Chairpersons and Vice Chairpersons.

When either the Chairperson or the Vice Chairperson for any reason vacates his/her term of service before it is completed, that vacancy shall be filled as provided herein no later than the second (2nd) scheduled ACWDB meeting after the date the office is vacated.

Article V: Meetings

Section 1: Meetings

The ACWDB shall hold at least five (5) scheduled meetings during each program year, which is from the first (1st) day of July through the thirtieth (30th) day of June. The ACWBC shall determine the time and place for the meetings, and ensure that notice is given to each member of the ACWDB.

The ACWDB may also be called into special session at such times and dates and at such locations as the Chairperson shall deem necessary and appropriate.

Section 2: Agenda

ACWBC shall ensure that the agenda for each meeting of the ACWDB shall be presented with the notice of meetings whenever feasible; and may be amended, if necessary, at the commencement of such meeting.

Section 3: Voting

Each ACWDB member shall be entitled to one vote. Each member may designate an alternate to attend any specific meeting and vote by proxy at said meeting. Such designation must be accomplished prior to the beginning of the meeting in question and may be accomplished either orally or in writing to the Chairperson of the ACWDB.

Electronic voting of the WDB and/or the WDB Executive committee via email is permitted as long as a quorum of board members submit their vote and all votes are tallied and available for public inspection and comment. Final tallies will be reported to the full WDB at the next scheduled meeting.

The WDB Executive committee meetings and one WDB meeting will be done virtually (by phone, email, video platform). During times that it is not feasible to do in person WDB meetings due to weather issues, pandemic, etc. the meeting will be conducted virtually. Under such circumstances, voting is permitted as long as a quorum is present and the votes are tallied and available for public inspection and comment. All votes are reported to the full WDB at the next scheduled meeting.

Section 4: Quorum Necessary

A quorum shall consist of a simple majority of ACWDB voting members and either the Chairperson or the Vice Chairperson. A quorum must be present at any meeting of the ACWDB for the valid transaction of business to occur.

The Executive Committee must have a simple majority of Executive Committee members in attendance to have a quorum.

Section 5: Conflict of Interest

An ACWDB member shall not vote on a matter under consideration by the ACWDB regarding the provision of services by such member, or by an entity that such member represents, or that would provide direct financial benefit to such member or the immediate family of such member, or engage in any other activity that constitutes a conflict of interest as specified in the State plan.

Section 6: Open Records

Pursuant to the WIOA, as amended, the ACWDB shall make available to the public, on a regular basis through open meetings, information regarding the activities of the ACWDB, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of workforce and business center operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the ACWDB.

Article VI: Bylaw Revisions

ACWBD bylaws will require periodic alignment with state and federal statutes, and modifications to comply with changing state and federal regulations. The ACWBD Executive Committee will undertake the reviews on an annual basis or when required.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

Emma Pinter, Chair
Adams County Board of County Commissioners

Date

Amy Clement, Chair
Adams County Workforce Development Board

Date

Katie Griego, Director
Adams County Human Services Department

Date

Jodie Kammerzell / Local Area Director
Adams County Workforce & Business Center

Date

Approved as to form:

Jennifer Stanley
Adams County Attorney's Office

Date



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with 27 J Schools for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to 27J Schools. |

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental 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 INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND 27J
SCHOOLS**

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and 27J Schools, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND 27J
SCHOOLS REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and 27J Schools located at 18551 E. 160th Ave., Brighton, CO 80601 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

27J Schools
18551 E 160th Ave.
Brighton, CO 80601

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

27J SCHOOLS

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Adams 12 Five Star Schools for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Adams 12 Five Star Schools. |

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental 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 INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND
ADAMS 12 FIVE STAR SCHOOLS**

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Adams 12 Five Star Schools, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS
12 FIVE STAR SCHOOLS REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Adams 12 Five Star Schools located at 1500 E. 128th Avenue, Thornton, CO 80241 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

Adams 12 Five Star Schools

1500 E 128th Avenue
Thornton, CO 80241

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

ADAMS 12 FIVE STAR SCHOOLS

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Tri-County Health Department for the distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Tri-County Health Department. |

BACKGROUND:

Attached is an Intergovernmental Agreement (IGA) for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$2,936,421 million to the Tri-County Health Department to support staffing for additional COVID-19 testing, case investigation, contact tracing and related costs. A breakdown of the proposed expenditures is attached to the IGA.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental Agreement with cost breakdown
Resolution

FISCAL IMPACT:

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

| |
|---------------------|
| Fund: |
| Cost Center: |

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

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

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND
TRI-COUNTY HEALTH DEPARTMENT**

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to Tri-County, and Tri-County wishes to receive from County, CARES funds for COVID-19 related costs incurred by Tri-County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Tri-County Health Department, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE TRI-COUNTY HEALTH DEPARTMENT REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is made this ____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 (“County”) and the Tri-County Health Department, located at 6162 South Willow Drive, Suite 100, Greenwood Village, CO 80111 (“Tri-County”) for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 (“CARES”).

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic’s effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to Tri-County, and Tri-County wishes to receive from County, CARES funds for COVID-19 related costs incurred by Tri-County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

County will disburse a maximum of two million, nine hundred thirty-six thousand, four hundred ninety-one dollars (\$2,936,421) to Tri-County. Payments will be disbursed to Tri-County monthly, only after County receives an invoice from Tri-County for each month’s payment, based upon the reimbursement of expenses as

outlined in attached proposal. Tri-County understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

This Agreement begins as of May 1, 2020 and shall expire on December 4, 2020. Tri-County must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds: As described in the attached Exhibit A. Tri-County agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. Tri-County shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by Tri-County, Tri-County shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by Tri-County from County, Tri-County shall reimburse County for any funds returned by County on Tri-County's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the Tri-County, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For Tri-County:

Tri-County Health Department
6162 S. Willow Drive, Suite 100
Greenwood Village, CO 80111-5114
Attn: Michele Askenazi, Division Director

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the Tri-County. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the City and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

TRI-COUNTY HEALTH DEPARTMENT

By: Jennifer L. Ludwig, MS, Deputy Director

ATTEST:

By: Monique V. Didier, MS, Division Director

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

COVID-19 Community Testing and Case Investigation/Contact Tracing Action Plan and Budget Request

The Tri-County Health Department (TCHD) COVID-19 Community Testing and Case Investigation/Contact Tracing Action Plan lays out the steps necessary to ensure access for community wide testing, disease investigation and contact tracing, and coordination to more safely reopen our economy. Case investigation, contact tracing, monitoring, and the provision of social support to infected individuals and their contacts is a scientifically proven method for preventing community-wide disease transmission. As the metro area opens under Safer at Home public health order, a critical priority for TCHD is to implement an action plan to rapidly increase access to testing and to scale up case investigation and contact tracing. The Action Plan has 3 major objectives:

- Objective 1: Expand testing in Adams, Arapahoe, and Douglas Counties to a nationally recommended target of 152/100,000 tests per day (2,288 in our three counties).
- Objective 2: Deploy an expanded workforce for case investigation and contact tracing.
- Objective 3: Create expanded capacity to collect and analyze data to inform decision making.

Expansion of Testing

TCHD is working with area partners to expand testing in Adams, Arapahoe, and Douglas Counties, for a total of 2,288 tests per day (Adams County: 777 tests/day, Arapahoe County: 990 tests/day, and Douglas County: 521 tests/day) as testing supplies become more fully available during the month of May 2020. Governor Polis' goal is to provide up to 8,500 tests per day statewide by the end of May.

The first step in this effort includes assessing current area testing capacity, determining increased testing capacity at both current facilities and in coordination with other area partners, supporting testing sites, community mapping of testing by facility type, community mapping of testing by local labs, conducting a hospital and health system survey, planning meetings across community partners, and providing guidance and support to health systems.

The goal is to maximize the use of all available testing platforms and venues: health care administered testing, self-administered testing, partnerships with private labs, CDPHE labs, and hospital labs, as well as testing settings to include mobile vans and drive through testing and testing partnerships to include pharmacy, hospitals, urgent care centers and safety net clinics.

Together we need to identify and overcome barriers to efficient testing including: executing a communications campaign to address underutilization of a deployed testing asset such as low turnout at a mobile testing site, training of mobile testing staff to address timely filing of laboratory requisition entries, providing technical assistance to develop partner workflows to ensure rapid results, and clinical guidance provided to community members testing positive.

We are also working to identify new testing technologies and match to best use case scenarios in the community for accelerated uptake, to include: outreach to Kroger to partner with City of Aurora to bring recently approved FDA self-swab drive through testing to Aurora, execute a communications campaign

to encourage all symptomatic individuals to get tested as Walgreens launches self-administered testing in Aurora and Thornton in late May, two sites identified for early implementation.

Additionally, we are working to prioritize the testing needs of vulnerable and otherwise high-risk populations, including older adults and healthcare workers, to include: working with STRIDE and trusted community organizations to plan mobile testing in hard to reach neighborhoods; execute a communications campaign developed to outreach to otherwise hard to reach neighborhoods to encourage testing and reinforce public health messaging on slowing community spread of COVID-19, including press conferences, radio and newsprint spots and through trusted educational messaging from patient navigators and community health workers embedded in communities.

Finally, we will monitor the use of antibody testing for future deployment as federal guidance emerges on the use of this technology to help assess the number of people in a community who have been previously infected by the virus, especially within critical groups like first responders, essential workers, healthcare providers, and vulnerable populations.

Case Investigation/Contact Tracing

TCHD is working on a major priority of deploying an expanded workforce for disease investigation and contact tracing. This includes executing rapid response programs that enable quick isolation and contact tracing of individuals who test positive, whether they are symptomatic or asymptomatic. Anyone who has come into contact with an individual who has tested positive will be screened for symptoms, and those who are symptomatic will be directed to testing sites. We also are working to identify and provide public health interventions with high priority locations, such as long term care facilities (LTCF), through our LTCF Outbreak Task Force, as well as rapid response to other community outbreaks through our Community Outbreak Task Force. Containment of outbreaks will be successful with both case investigation and through systems for contact tracing.

As part of our disease control efforts, we are utilizing a phased approach to assure we have systems in place to support enhanced case investigation and contact tracing, which includes:

- Identifying team components (managers, staff, resource coordination, data, administrators);
- Creating a long-term sustainable epidemiology structure; and,
- Developing a phased approach to ramp up to the long-term structure.

Currently TCHD is averaging 175 cases per day and has a total of 43 staff serving between 2 to 5 days a week for 7 day a week coverage. This includes five high-level Communicable Disease Epidemiologists who serve in this role day to day, along with 38 staff who have been reassigned either full time or part-time to support this response. The surge staff support various disease control efforts, to include the Investigation Task Force that works on daily case investigations, as well as staff serving on both the Long Term Care Facility Outbreak Task Force and the Community Outbreak Task Force. TCHD is continuing to increase the number of trained internal staff to address the increasing number of cases occurring in our 3 counties and we plan to expand the internal surge staffing pool over the next two weeks as some current TCHD surge staff may return to their regular job duties. At the same time, TCHD has contracted with a Senior Recruiter, to solely focus on response recruiting, screening and the placement of contract

staff/volunteers. We have developed an application on the TCHD website and we will begin reviewing qualified individuals, as well as associated availability, beginning the week of May 11, 2020.

As part of our phased approach for first up-staffing internally, we are creating both a strong epidemiology infrastructure to manage case and contact investigations as well as creating teams with TCHD experience and leadership who can support the large numbers of external staffing, including volunteers who will join these teams. The other critical piece that is required to support large scale contact tracing is an appropriate statewide technology solution to support contact tracing data collection and analysis, and the estimated date for the selection and deployment of this statewide solution is June 15, 2020. Thus, as the infrastructure continues to grow, we are establishing a robust training program for incoming team members and we are identifying a large cadre of staff, so we can move into the next phase of operationalizing this long term structure to support ongoing case investigation and contact tracing.

As community testing continues to increase, we are expecting to see an increase in the number of cases. If we reach our collective jurisdictional goal of 2,288 tests per day and we are seeing 15-23% positive cases (data pulled from: <https://data.tchd.org/covid19/testing/>), we can assume we may see 350-525 cases per day. The workforce to manage these cases and their associated contacts is outlined in the table below. The estimated workforce needs based on moving from abridged case investigations and contact tracing efforts to full case investigation and contact tracing efforts is illustrated below (to including building the full workforce over the next 6-8 weeks):

| TCHD COVID-19 Investigation Task Force Staffing Estimates | Average Total Number of Cases per Day as of 5/8/20 | Current Workforce (5/8/20) based on Average Caseload of 175 with Partial Investigation and Tracing) | Estimated Workforce based on Average Caseload (175 Cases/Day with full investigation and tracing) | Estimated Workforce based on Average Caseload (350 Cases/Day with full investigation and tracing) | Estimated Workforce based on Average Caseload (525 Cases/Day with full investigation and tracing) |
|---|--|---|---|---|---|
| Number of Teams Needed | | N/A | 11 | 22 | 33 |
| Investigation Supervisor | | 2 | 2 | 4 | 6 |
| Investigation Coordinator | | 2 | 2 | 4 | 6 |
| Investigation Team Lead | | 4 | 11 | 22 | 33 |
| Case Investigator | | 20 | 22 | 44 | 66 |
| Investigation Contact Tracer | | N/A | 45 | 90 | 135 |
| Investigation Contact Monitor | | N/A | 22 | 44 | 66 |
| CEDRS Coordinator | | 1 | 2 | 4 | 6 |
| Data Analyst | | N/A | N/A | N/A | N/A |
| Outbreak Task Force | | 10 | 13 | 26 | 39 |
| LTCF Outbreak Task Force | | 11 | 15 | 30 | 45 |
| Total Number of Staff | | 50 | 134 | 268 | 402 |
| Estimated Date of Completion | | 5/11/2020 | 07/1/2020 | | |

Enhanced Data for Decision Making

We are working to utilize the full range of COVID-19 data to inform decision making of the work outlined in our efforts related to community testing as well as case investigation and contact tracing. We continually work to identify and categorize new and existing data sources for surveillance and compile reports and visualizations of critical metrics. Below is a broad summary of these metrics:

- Main Data Dashboard Page:
 - https://data.tchd.org/covid19_resources/
- Testing Data by County:
 - <https://data.tchd.org/covid19/testing/adams/>
 - <https://data.tchd.org/covid19/testing/arapahoe/>
 - <https://data.tchd.org/covid19/testing/douglas/>
 - <https://data.tchd.org/covid19/testing/aurora/>
- Case Reporting:
 - Cases: <https://data.tchd.org/covid19/>
 - Community Case Rates: <https://data.tchd.org/covid19/rates/>
 - Cases and Hospitalizations: <https://data.tchd.org/covid19/epi/>

Access to data allows us to provide recommendations on data interpretation and action, including identification of areas of potential outbreak and where to direct community testing resources:

- For the community members living in the TCHD jurisdiction: explanations of how to interpret regional data and the link to slowing community spread
- For policy makers such as Boards of County Commissioners and City Leadership and Elected Officials: recommendations for when and how social distancing or other related policies may need to be instituted or lifted
- For community testing partners such as STRIDE, University of Colorado Hospitals and Children's Hospital: recommendations about where and on whom to focus testing
- For containment work: recommendations for data management and evaluation of post-suppression containment strategies

COVID-19 Current Grant Allocation and Budget Needs

In order to support ongoing response efforts related to expanded case investigation and contact tracing, unforeseen legal fees and ongoing social marketing costs, the following budget outlines the personnel and operating costs to support ongoing efforts related to the COVID-19 response. The majority of fiscal needs requested by TCHD for the COVID-19 response include personnel support, along with additional operating costs. To ensure transparency regarding current federal funding provided to TCHD to support COVID response efforts, it is important to provide detail that TCHD received federal pass through supplemental dollars from CDPHE as part of the CDC Public Health Emergency Preparedness COVID response dollars for a total of \$829,361. Spending to date includes:

- All TCHD COVID-19 Response Related March-April 2020 Expenses to Date:
 - Personnel Costs - \$750,912 (93.99% of the total dollars from CDPHE/CDC)
 - Marketing – *Costs not yet invoiced to TCHD*
 - Legal – \$32,094 (4.02% of the total dollars from CDPHE/CDC)

- Breakdown regarding supplemental funding from CDPHE (funding provided for March 2020 – March 2021):
 - Total received - \$829,361
 - March Invoice Submitted to CDPHE - \$379,405 (*including indirect costs*)
 - *Estimated* April Invoice Estimate - \$614,896 (*including indirect costs*)
 - Balance after April Estimate – (\$164,940 *over budget*)

- Additional funding is being requested to our counties to support COVID-19 response efforts for 8 months (through the end of the calendar year) to include May 2020 through December 2020. This timeframe was selected due to the expenditure requires for the current CARES dollars. We are requesting support for costs incurred beginning in May 2020 to support TCHD staff re-assigned to COVID-19 response efforts as well as expanded temporary workforce and operating costs across Adams, Arapahoe and Douglas Counties:
 - Personnel - *See estimates in table below per month by staffing level*
 - Marketing – Budgeted \$60,000 total
 - Legal – Budgeted \$120,000 total
 - Supplies - Budgeted \$24,000 total
 - Translation/Interpretation Services – Budgeted \$12,000

- Listed below is a budget request that illustrates estimated expanded workforce costs/month (including temporary contracted staff at \$21/hour and associated fees for staffing agencies) along with operating costs. This has been broken out into 4 time periods to account for costs we will/are incurring in May with our current staffing (50 staff), during June while we begin to scale up the contact tracing/case investigation teams (75 staff), to July through September to account for full staffing support for contact tracing/case investigation (134 staff), with a final doubling up of staff during October through December for the potential surge in cases during this coming fall (268 staff). The allocation of staff costs by county are based on the current proportion of case

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load per county. See Appendix 1: The Adams County percent is 35.7%; Arapahoe County percent is 53.2% and Douglas County percent is 11.1%. *Note: The workforce costs are illustrated as a proportion of COVID-19 cases per county. While some public health services can be assigned and conducted within a county boundary, disease investigations and outbreaks cross county boundaries and thus this is presented as such due to the dynamic nature of this type of work.*

Budget Request Form: May 2020 – December 2020

Note: The allocation of staff costs by county are based on the current proportion of case load per county.

**Adams County Budget Form
COVID-19 Community Testing and Case Investigation/Contact Tracing**

| Expenditure Categories | May | June | July-Sept | Oct-Dec | Total |
|-------------------------|-------------------|-------------------|-------------------|---------------------|---------------------|
| | 50 Total Staff | 75 Total Staff | 134 Total Staff | 268 Total Staff | |
| Personnel Services | \$ 118,891 | \$ 178,325 | \$ 931,457 | \$ 1,740,650 | \$ 2,969,323 |
| Marketing / Translation | \$ 3,212 | \$ 3,212 | \$ 9,635.90 | \$ 9,635.90 | \$ 25,696 |
| Supplies & Operating | \$ 1,071 | \$ 1,071 | \$ 3,211.97 | \$ 3,211.97 | \$ 8,565 |
| Legal Expenses | \$ 5,353 | \$ 5,353 | \$ 16,059.84 | \$ 16,059.84 | \$ 42,826 |
| TOTAL | \$ 128,527 | \$ 187,961 | \$ 960,365 | \$ 1,769,557 | \$ 3,046,411 |

**Arapahoe County Budget Form
COVID-19 Community Testing and Case Investigation/Contact Tracing**

| Expenditure Categories | May | June | July-Sept | Oct-Dec | Total |
|-------------------------|-------------------|-------------------|---------------------|---------------------|---------------------|
| | 50 Total Staff | 75 Total Staff | 134 Total Staff | 268 Total Staff | |
| Personnel Services | \$ 177,217 | \$ 265,809 | \$ 1,388,415 | \$ 2,594,583 | \$ 4,426,024 |
| Marketing / Translation | \$ 4,788 | \$ 4,788 | \$ 14,363 | \$ 14,363 | \$ 38,302 |
| Supplies & Operating | \$ 1,596 | \$ 1,596 | \$ 4,788 | \$ 4,788 | \$ 12,767 |
| Legal Expenses | \$ 7,980 | \$ 7,980 | \$ 23,939 | \$ 23,939 | \$ 63,836 |
| TOTAL | \$ 191,580 | \$ 280,172 | \$ 1,431,504 | \$ 2,637,673 | \$ 4,540,929 |

Douglas County Budget Form
COVID-19 Community Testing and Case Investigation/Contact Tracing

| Expenditure Categories | May | June | July-Sept | Oct-Dec | Total |
|-------------------------|------------------|------------------|-------------------|-------------------|-------------------|
| | 50 Total Staff | 75 Total Staff | 134 Total Staff | 268 Total Staff | |
| Personnel Services | \$ 37,027 | \$ 55,537 | \$ 290,091 | \$ 542,104 | \$ 924,759 |
| Marketing / Translation | \$ 1,000 | \$ 1,000 | \$ 3,000.98 | \$ 3,001 | \$ 8,003 |
| Supplies & Operating | \$ 333 | \$ 333 | \$ 1,000.33 | \$ 1,000 | \$ 2,668 |
| Legal Expenses | \$ 1,667 | \$ 1,667 | \$ 5,001.64 | \$ 5,002 | \$ 13,338 |
| TOTAL | \$ 40,028 | \$ 58,538 | \$ 299,094 | \$ 551,107 | \$ 948,767 |

Appendix 1. Reference Sheet for Estimated Costs per Month by Proportion of Cases per County

Reported Cases by County (as of 05-11-2020)

| <u>County</u> | <u>Case Count</u> | <u>Proportion (%) of Total</u> |
|---------------|-------------------|--------------------------------|
| Adams | 2177 | 35.7% |
| Arapahoe | 3245 | 53.2% |
| Douglas | 678 | 11.1% |
| Total | 6100 | 100.0% |

Expenditure Details

| Staffing | Staff Level | May 50 | June 75 | July-Sept 134 | Oct-Dec 268 | Total |
|--------------------------------|--------------------|-------------------|--------------------|--------------------------|------------------------|---------------------|
| Total Staffing | | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |
| Allocating by Case Load | | | | | | |
| Adams | 35.7% | \$ 118,891 | \$ 178,325 | \$ 931,457 | \$ 1,740,650 | \$ 2,969,323 |
| Arapahoe | 53.2% | \$ 177,217 | \$ 265,809 | \$ 1,388,415 | \$ 2,594,583 | \$ 4,426,024 |
| Douglas | 11.1% | \$ 37,027 | \$ 55,537 | \$ 290,091 | \$ 542,104 | \$ 924,759 |
| Total | 100.0% | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |

Non Staffing Expenses

| | | | | | |
|------------------------------------|------------------|------------------|------------------|------------------|-------------------|
| Marketing | \$ 7,500 | \$ 7,500 | \$ 22,500 | \$ 22,500 | \$ 60,000 |
| Legal | \$ 15,000 | \$ 15,000 | \$ 45,000 | \$ 45,000 | \$ 120,000 |
| Supplies | \$ 3,000 | \$ 3,000 | \$ 9,000 | \$ 9,000 | \$ 24,000 |
| Translation/Interpretation | \$ 1,500 | \$ 1,500 | \$ 4,500 | \$ 4,500 | \$ 12,000 |
| Total Non Staffing Expenses | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |

Allocating by Case Load

| | | | | | | |
|--------------|---------------|------------------|------------------|------------------|------------------|-------------------|
| Adams | 35.7% | \$ 9,636 | \$ 9,636 | \$ 28,908 | \$ 28,908 | \$ 77,087 |
| Arapahoe | 53.2% | \$ 14,363 | \$ 14,363 | \$ 43,089 | \$ 43,089 | \$ 114,905 |
| Douglas | 11.1% | \$ 3,001 | \$ 3,001 | \$ 9,003 | \$ 9,003 | \$ 24,008 |
| Total | 100.0% | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |

Total Expense by County

| | | | | | |
|--------------|-------------------|-------------------|---------------------|---------------------|---------------------|
| Adams | \$ 128,527 | \$ 187,961 | \$ 960,365 | \$ 1,769,557 | \$ 3,046,411 |
| Arapahoe | \$ 191,580 | \$ 280,172 | \$ 1,431,504 | \$ 2,637,673 | \$ 4,540,929 |
| Douglas | \$ 40,028 | \$ 58,538 | \$ 299,094 | \$ 551,107 | \$ 948,767 |
| Total | \$ 360,136 | \$ 526,671 | \$ 2,690,963 | \$ 4,958,337 | \$ 8,536,107 |

Expenditure Details

| Staffing | Staff Level | May 50 | June 75 | July-Sept 134 | Oct-Dec 268 | Total |
|-------------------------|-------------|------------|------------|------------------|----------------|--------------|
| Total Staffing | | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |
| Allocating by Case Load | | | | | | |
| Adams | 35.7% | \$ 118,891 | \$ 178,325 | \$ 931,457 | \$ 1,740,650 | \$ 2,969,323 |
| Arapahoe | 53.2% | \$ 177,217 | \$ 265,809 | \$ 1,388,415 | \$ 2,594,583 | \$ 4,426,024 |
| Douglas | 11.1% | \$ 37,027 | \$ 55,537 | \$ 290,091 | \$ 542,104 | \$ 924,759 |
| Total | 100.0% | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |

Non Staffing Expenses

| | | | | | |
|-----------------------------|-----------|-----------|-----------|-----------|------------|
| Marketing | \$ 7,500 | \$ 7,500 | \$ 22,500 | \$ 22,500 | \$ 60,000 |
| Legal | \$ 15,000 | \$ 15,000 | \$ 45,000 | \$ 45,000 | \$ 120,000 |
| Supplies | \$ 3,000 | \$ 3,000 | \$ 9,000 | \$ 9,000 | \$ 24,000 |
| Translation/ Interpretation | \$ 1,500 | \$ 1,500 | \$ 4,500 | \$ 4,500 | \$ 12,000 |
| Total Non Staffing Expenses | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |

| | | | | | | |
|-------------------------|--------|-----------|-----------|-----------|-----------|------------|
| Allocating by Case Load | | | | | | |
| Adams | 35.7% | \$ 9,636 | \$ 9,636 | \$ 28,908 | \$ 28,908 | \$ 77,087 |
| Arapahoe | 53.2% | \$ 14,363 | \$ 14,363 | \$ 43,089 | \$ 43,089 | \$ 114,905 |
| Douglas | 11.1% | \$ 3,001 | \$ 3,001 | \$ 9,003 | \$ 9,003 | \$ 24,008 |
| Total | 100.0% | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |

Total Expense by County

| | | | | | |
|----------|------------|------------|--------------|--------------|--------------|
| Adams | \$ 128,527 | \$ 187,961 | \$ 960,365 | \$ 1,769,557 | \$ 3,046,411 |
| Arapahoe | \$ 191,580 | \$ 280,172 | \$ 1,431,504 | \$ 2,637,673 | \$ 4,540,929 |
| Douglas | \$ 40,028 | \$ 58,538 | \$ 299,094 | \$ 551,107 | \$ 948,767 |
| Total | \$ 360,136 | \$ 526,671 | \$ 2,690,963 | \$ 4,958,337 | \$ 8,536,107 |

Revised 5/15/2020

Expenditure Details

| Staffing | Staff Level | May 50 | June 75 | July-Sept 134 | Oct-Dec 268 | Total |
|-----------------------------|-------------|------------|------------|------------------|----------------|--------------|
| Total Staffing | | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |
| Allocating by Case Load | | | | | | |
| Adams | 35.7% | \$ 118,891 | \$ 178,325 | \$ 931,457 | \$ 1,740,650 | \$ 2,969,323 |
| Arapahoe | 53.2% | \$ 177,217 | \$ 265,809 | \$ 1,388,415 | \$ 2,594,583 | \$ 4,426,024 |
| Douglas | 11.1% | \$ 37,027 | \$ 55,537 | \$ 290,091 | \$ 542,104 | \$ 924,759 |
| Total | 100.0% | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |
| Non Staffing Expenses | | | | | | |
| Marketing | | \$ 7,500 | \$ 7,500 | \$ 22,500 | \$ 22,500 | \$ 60,000 |
| Legal | | \$ 15,000 | \$ 15,000 | \$ 45,000 | \$ 45,000 | \$ 120,000 |
| Supplies | | \$ 3,000 | \$ 3,000 | \$ 9,000 | \$ 9,000 | \$ 24,000 |
| Translation/Interpretation | | \$ 1,500 | \$ 1,500 | \$ 4,500 | \$ 4,500 | \$ 12,000 |
| Total Non Staffing Expenses | | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |
| Allocating by Case Load | | | | | | |
| Adams | 35.7% | \$ 9,636 | \$ 9,636 | \$ 28,908 | \$ 28,908 | \$ 77,087 |
| Arapahoe | 53.2% | \$ 14,363 | \$ 14,363 | \$ 43,089 | \$ 43,089 | \$ 114,905 |
| Douglas | 11.1% | \$ 3,001 | \$ 3,001 | \$ 9,003 | \$ 9,003 | \$ 24,008 |
| Total | 100.0% | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |
| Total Expense by County | | | | | | |
| Adams | | \$ 128,527 | \$ 187,961 | \$ 960,365 | \$ 1,769,557 | \$ 3,046,411 |
| Arapahoe | | \$ 191,580 | \$ 280,172 | \$ 1,431,504 | \$ 2,637,673 | \$ 4,540,929 |
| Douglas | | \$ 40,028 | \$ 58,538 | \$ 299,094 | \$ 551,107 | \$ 948,767 |
| Total | | \$ 360,136 | \$ 526,671 | \$ 2,690,963 | \$ 4,958,337 | \$ 8,536,107 |

Expenditures split based on county per capita rates

Expenditure Details

| Staffing | Staff Level | May 50 | June 75 | July-Sept 134 | Oct-Dec 268 | Total |
|--|-------------|------------|------------|------------------|----------------|--------------|
| Total Staffing | | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |
| Allocating by per capita | | | | | | |
| Adams | 34.4% | \$ 114,599 | \$ 171,887 | \$ 897,827 | \$ 1,677,804 | \$ 2,862,117 |
| Arapahoe | 42.9% | \$ 142,915 | \$ 214,359 | \$ 1,119,674 | \$ 2,092,377 | \$ 3,569,326 |
| Douglas | 22.7% | \$ 75,622 | \$ 113,425 | \$ 592,462 | \$ 1,107,155 | \$ 1,888,664 |
| Total | 100.0% | \$ 333,136 | \$ 499,671 | \$ 2,609,963 | \$ 4,877,337 | \$ 8,320,107 |
| Non Staffing Expenses | | | | | | |
| Marketing | | \$ 7,500 | \$ 7,500 | \$ 22,500 | \$ 22,500 | \$ 60,000 |
| Legal | | \$ 15,000 | \$ 15,000 | \$ 45,000 | \$ 45,000 | \$ 120,000 |
| Supplies | | \$ 3,000 | \$ 3,000 | \$ 9,000 | \$ 9,000 | \$ 24,000 |
| Translation/Interpretation | | \$ 1,500 | \$ 1,500 | \$ 4,500 | \$ 4,500 | \$ 12,000 |
| Total Non Staffing Expenses | | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |
| Allocating by per capita | | | | | | |
| Adams | 34.4% | \$ 9,288 | \$ 9,288 | \$ 27,864 | \$ 27,864 | \$ 74,304 |
| Arapahoe | 42.9% | \$ 11,583 | \$ 11,583 | \$ 34,749 | \$ 34,749 | \$ 92,664 |
| Douglas | 22.7% | \$ 6,129 | \$ 6,129 | \$ 18,387 | \$ 18,387 | \$ 49,032 |
| Total | 100.0% | \$ 27,000 | \$ 27,000 | \$ 81,000 | \$ 81,000 | \$ 216,000 |
| Total Expense by County (Per Capita Basis) | | | | | | |
| Adams | | \$ 123,887 | \$ 181,175 | \$ 925,691 | \$ 1,705,668 | \$ 2,936,421 |
| Arapahoe | | \$ 154,498 | \$ 225,942 | \$ 1,154,423 | \$ 2,127,126 | \$ 3,661,990 |
| Douglas | | \$ 81,751 | \$ 119,554 | \$ 610,849 | \$ 1,125,542 | \$ 1,937,696 |
| Total | | \$ 360,136 | \$ 526,671 | \$ 2,690,963 | \$ 4,958,337 | \$ 8,536,107 |



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Adams County School District 14 for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Adams County School District 14. |

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental 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 INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND
ADAMS COUNTY SCHOOL DISTRICT 14**

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Adams County School District 14, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS
COUNTY SCHOOL DISTRICT 14 REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Adams County School District 14 located at 5291 E. 60th Ave., Commerce City, CO 80022 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

Adams County School District 14

5291 E. 60th Ave.
Commerce City, CO 80022

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

ADAMS COUNTY SCHOOL DISTRICT 14

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Adams-Arapahoe 28J School District (Aurora Public Schools) for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Adams-Arapahoe 28J School District (Aurora Public Schools). |

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental 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 INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND ADAMS-ARAPAHOE 28J SCHOOL DISTRICT (AURORA PUBLIC SCHOOLS)

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Adams-Arapahoe 28J School District (Aurora Public Schools), is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS-ARAPAHOE 28J SCHOOL DISTRICT (AURORA PUBLIC SCHOOLS) REGARDING DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this ____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Adams-Arapahoe 28J School District (Aurora Public Schools) located at Educational Services Center 1, 15701 E. 1st Ave., Aurora, CO 80011 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

Adams-Arapahoe 28J School District
(Aurora Public Schools)
Educational Services Center 1
15701 E. 1st Ave.
Aurora, CO 80011

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

Adams-Arapahoe 28J School District
(Aurora Public Schools)

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Bennett School District 29J for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Bennett School District 29J. |

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental 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 INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND BENNETT SCHOOL DISTRICT 29J

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Bennett School District 29J, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND BENNETT
SCHOOL DISTRICT 29J REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Bennett School District 29J located at 615 7th St., Bennett, CO 80102 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

Bennett School District 29J
615 7th St.
Bennett, CO 80102

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

Bennett School District 29J

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Strasburg School District 31J for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Strasburg School District 31J. |

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental 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 INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND
STRASBURG SCHOOL DISTRICT 31J**

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Strasburg School District 31J, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND
STRASBURG SCHOOL DISTRICT 31J REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this ____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Strasburg School District 31J located at 56729 E. Colorado Ave., Strasburg, CO 80136 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

Strasburg School District 31J
56729 E. Colorado Ave.
Strasburg, CO 80136

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

Strasburg School District 31J

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Westminster Public Schools for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Westminster Public Schools. |

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental 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 INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND
WESTMINSTER PUBLIC SCHOOLS**

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Westminster Public Schools, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND
WESTMINSTER PUBLIC SCHOOLS REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Westminster Public Schools located at 6933 Raleigh St., 2nd Floor, Westminster, CO 80030 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

Westminster Public Schools
6933 Raleigh St., 2nd Floor
Westminster, CO 80030

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

Westminster Public Schools

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Intergovernmental Agreement with Mapleton Public Schools for distribution of CARES funds. |
| FROM: Alisha Reis, Deputy County Manager |
| AGENCY/DEPARTMENT: County Manager’s Office/County Attorney’s Office/Budget & Finance Department |
| HEARD AT STUDY SESSION ON: June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Mapleton Public Schools. |

BACKGROUND:

Attached is an intergovernmental agreement for the Board’s consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$10 million to school districts serving Adams County. The Board also approved a funding formula based upon population of students and population of students qualifying for free and reduced lunch benefits, for a weighted percentage. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager’s Office
County Attorney’s Office
Budget & Finance Department

ATTACHED DOCUMENTS:

Intergovernmental Agreement

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: 9263 |

| | Object Account | Subledger | Amount |
|--|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | 5255 | | \$90,300,000 |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> |

| | Object Account | Subledger | Amount |
|---|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | 8810 | | \$50,000,000 |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> |

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND
MAPLETON PUBLIC SCHOOLS**

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Mapleton Public Schools, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND
MAPLETON PUBLIC SCHOOLS REGARDING
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of June, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Mapleton Public Schools located at 7350 N. Broadway, Denver, CO 80221 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. FUNDING

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population, and, in this Agreement, based upon the percentage of students receiving free and reduced lunch assistance residing in each school district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County school district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by District, District shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. LIABILITY

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

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For District:

Mapleton Public Schools
7350 N. Broadway
Denver, CO 80221

Attn: _____

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. AMENDMENTS

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

VII. SEVERABILITY

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

VIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. ASSIGNABILITY

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

X. BINDING EFFECT

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

XI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

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

XIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

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

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

MAPLETON PUBLIC SCHOOLS

By:

ATTEST:

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: School Districts

| DISTRICT | K-12 COUNT CDE FRL Data 2018/2019 | FREE AND REDUCED CDE FRL Data 2018/2019 | % FREE AND REDUCED CDE FRL Data 2018/2019 | Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | % Total Student Population + Number of Free Lunch Students Added to Total for Weighting (B+C) | APPROVED FORMULA: School Enrollment plus Weighted Free Lunch |
|----------------------------|---|---|--|---|---|---|
| ADAMS | 85,476 | 41,789 | 47.11% | 127,265 | 100% | |
| MAPLETON 1 | 8,449 | 4,889 | 57.86% | 13,338 | 10.5% | \$ 1,048,049.35 |
| ADAMS 12 FIVE STAR SCHOOLS | 38,095 | 14,287 | 37.50% | 52,382 | 41.2% | \$ 4,115,978.47 |
| ADAMS COUNTY 14 | 6,507 | 5,554 | 85.35% | 12,061 | 9.5% | \$ 947,707.54 |
| SCHOOL DISTRICT 27J | 18,026 | 6,262 | 34.74% | 24,288 | 19.1% | \$ 1,908,458.73 |
| BENNETT 29J | 1,027 | 306 | 29.80% | 1,333 | 1.0% | \$ 104,742.07 |
| STRASBURG 31J | 983 | 266 | 27.06% | 1,249 | 1.0% | \$ 98,141.67 |
| WESTMINSTER PUBLIC SCHOOLS | 8,593 | 6,914 | 80.46% | 15,507 | 12.2% | \$ 1,218,481.12 |
| ADAMS-ARAPAHOE 28J | 3,796 | 3,311 | 87.22% | 7,107 | 6% | \$ 558,441.05 |
| | | | | | | \$ 10,000,000.00 |
| | | | | | | |
| \$ 10,000,000.00 | | | | | | |
| \$ 89.37 | | | | | | |
| \$ 189.72 | | | | | | |



PUBLIC HEARING AGENDA ITEM

| |
|---|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Professional Engineering Services: Goat Hill – Irving Street to Hooker Street |
| FROM: Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Budget and Finance Director Jennifer Tierney Hammer, Procurement & 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 an agreement with HCL Engineering & Surveying, LLC to provide professional engineering services for the Goat Hill – Irving Street to Hooker Street project. |

BACKGROUND:

The Public Works Department needs to provide neighborhood improvements that include roadway safety, mobility, pedestrian access facilities, and enhancements to the drainage system within the project limits. The Project requires traffic studies, subsurface utility studies, as well as the incorporation of water quality treatments using sustainable methods and products. Professional Engineering Design Services are required for the project. Included in the Scope of Work, the awarded engineering firm is required to present three (3) distinct feasible conceptual alternatives, from which the County, along with the awarded firm will determine the improvements to include in the design phases of the project. The awarded engineering firm will then proceed with the remaining preliminary and final design for the project.

A formal Request for Proposal was posted on BidNet on April 22, 2020. Four proposals were received on May 12, 2020, and evaluated on the following criteria:

- Company Background/Experience/Qualifications
- Ability to Meet Requested Needs
- Availability/Scheduling Commitment
- Cost

After a thorough evaluation, HCL Engineering & Surveying, LLC, was the most responsive and responsible proposer providing the best value to Adams County. It is recommended that the Board of County Commissioners approve an agreement with HCL Engineering & Surveying, LLC, to provide

professional engineering services for the Goat Hill – Irving Street to Hooker Street project in the not to exceed amount of \$289,561.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

| |
|--------------------------|
| Fund: 13 |
| Cost Center: 3056 |

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

| | Object Account | Subledger | Amount |
|---|----------------|-----------|------------------------------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | 9135 | 30562001 | \$10,000,000 |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <u><u> </u></u> |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND
HCL ENGINEERING & SURVEYING, LLC, FOR PROFESSIONAL ENGINEERING
SERVICES FOR GOAT HILL: IRVING STREET TO HOOKER STREET PROJECT

WHEREAS, HCL Engineering & Surveying, LLC, submitted a proposal on May 12, 2020 to provide professional engineering services for the Goat Hill – Irving Street to Hooker Street Project for the Public Works Department; and,

WHEREAS, after thorough evaluation it was deemed that HCL Engineering & Surveying, LLC, was the most responsive and responsible proposer; and,

WHEREAS, HCL Engineering & Surveying, LLC, agrees to provide professional engineering services for the Goat Hill – Irving Street to Hooker Street Project in the not to exceed amount of \$289,561.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with HCL Engineering & Surveying, LLC, to provide engineering services for the Goat Hill – Irving Street to Hooker Street Project is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with HCL Engineering & Surveying, LLC, on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Onsite Auto Parts, and General Automotive Lubricants |
| FROM: Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Budget and Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager |
| AGENCY/DEPARTMENT: Facilities and Fleet Management Department |
| HEARD AT STUDY SESSION ON: N/A |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to renew the agreement with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts for onsite auto parts, and general automotive lubricants. |

BACKGROUND:

The Facilities and Fleet Management Department operates its own maintenance facility, and their parts inventory is vendor-owned, and housed at the Fleet maintenance facility. In conjunction, the County operates a second Fleet maintenance facility and their parts inventory is County-owned and housed at the Strasburg maintenance facility.

In 2017, the Board of County Commissioners approved an agreement with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts (Factory Motor Parts), to provide onsite auto parts and general automotive lubricants for the Fleet Division. Factory Auto Parts has requested a labor cost increase of 3.5%, which staff feels is fair and reasonable. The Facilities and Fleet Management Department is pleased with the Onsite Auto Parts and General Automotive Lubricants service provided by Factory Motor Parts.

It is recommended that the Board of County Commissioners approves Amendment Two to renew the agreement with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts in accordance with the original fee schedule plus a 3.5% labor increase for Onsite Auto Parts and General Automotive Lubricants Service. The budget for 2020 for Onsite Auto Parts and General Automotive Lubricants service is \$881,750.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management 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: 6 | | | |
| Cost Center: 9111, 9114, 9115 | | | |
| | Object Account | Subledger | Amount |
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | |
| | Object Account | Subledger | Amount |
| Current Budgeted Operating Expenditure: | 7425.07 | | \$50,000 |
| | 7240 | | \$76,750 |
| | 7490 | | \$755,000 |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <u>\$881,750</u> |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND ELLIOTT AUTO SUPPLY, INC., D.B.A. FACTORY MOTOR
PARTS FOR ONSITE AUTO PARTS AND GENERAL AUTOMOTIVE LUBRICANT
SERVICES

WHEREAS, the Board of County Commissioners approved an agreement in 2017, for Onsite Auto Parts and General Automotive Lubricants with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts; and,

WHEREAS, the Facilities and Fleet Management Department wishes to renew the agreement with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts for one additional year; and,

WHEREAS, Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts has agreed to provide the Onsite Auto Parts and General Automotive Lubricants in accordance with the original fee schedule, with an increase of 3.5% to the labor costs for a total amount not to exceed \$881,750.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts, for Onsite Auto Parts and General Automotive Lubricants is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment Two with Elliott Auto Supply, Inc., d.b.a. Factory Motor Parts on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

| |
|--|
| DATE OF PUBLIC HEARING: June 30, 2020 |
| SUBJECT: Second Reading of Ordinance No. 15, Ordinance Regulating Marijuana Hospitality Businesses and Providing For Licenses for Such Businesses |
| FROM: Christy Fitch, Assistant County Attorney |
| AGENCY/DEPARTMENT: County Attorney |
| HEARD AT STUDY SESSION ON: April 28 and June 2, 2020 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners hears the second reading and adopts Ordinance No. 15 |

BACKGROUND:

In 2019, the Colorado Legislature passed HB19-1230, An Act Concerning Marijuana Hospitality Establishments, and in Connection therewith, Making an Appropriation. The Act allowed for the establishment of licenses for Marijuana Hospitality in local jurisdictions.

The Adams County Community and Economic Development Department is recommending that the Board of County Commissioners adopt Ordinance No. 15 to allow for the licensing and operation of Marijuana Hospitality Businesses in unincorporated Adams County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development, County Attorney's Office

ATTACHED DOCUMENTS:

Proposed Ordinance No. 15

FISCAL IMPACT:

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

| |
|---------------------|
| Fund: |
| Cost Center: |

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

ORDINANCE NO. 15

ORDINANCE REGULATING MARIJUANA HOSPITALITY BUSINESSES AND PROVIDING FOR LICENSES FOR SUCH BUSINESSES

WHEREAS, pursuant to §§ 30-11-101(2), 44-12-408(2)(a) and 44-12-409(2)(a), C.R.S., the Board of County Commissioners may authorize the operation of marijuana hospitality businesses within unincorporated Adams County through the enactment of an ordinance; and

WHEREAS, the Board of County Commissioners is authorized under §§ 44-12-408(2)(a) and 44-12-409(2)(a), et seq., C.R.S., to adopt regulations governing marijuana hospitality businesses that are at least as restrictive as the Colorado statutes and rules governing marijuana hospitality businesses; and,

WHEREAS, the Board of County Commissioners finds that regulating marijuana hospitality businesses is necessary to promote the health, safety, and welfare of the citizens of Adams County; and,

WHEREAS, the Board of County Commissioners wishes to permit licenses for Marijuana Hospitality Businesses and Retail Marijuana Hospitality and Sales Businesses as defined by § 44-12-103, C.R.S., as amended.

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners, County of Adams, State of Colorado, that the operation of marijuana hospitality businesses in the unincorporated portions of Adams County be subject to the following regulations:

SECTION 1. PURPOSE AND INTENT

The objectives of this Ordinance are:

To establish regulations for the licensing of Marijuana Hospitality Businesses and Retail Marijuana Hospitality and Sales Businesses in unincorporated Adams County;

To prohibit the operation of unlicensed Marijuana Hospitality Businesses and Retail Marijuana Hospitality and Sales Businesses in unincorporated Adams County; and,

To establish procedures for inspection and enforcement to ensure compliance with this Ordinance and all other applicable rules, laws and ordinances pertaining to Marijuana Hospitality Businesses and Retail Marijuana Hospitality and Sales Businesses.

SECTION 2. DEFINITIONS

For the purposes of this Ordinance, the following shall mean:

“Board of County Commissioners” means the Adams County Board of County Commissioners.

“Consumption Area” means a designated and secured area within in the Licensed Premises of a Hospitality Business where consumers can use and consume marijuana and where no one under the age of 21 is permitted.

“Development Standards and Regulations” means the Adams County Development Standards and Regulations as adopted by the Adams County Board of County Commissioners.

“Hospitality Business” means a Marijuana Hospitality Business or Retail Marijuana Hospitality and Sales Business, as defined.

“Licensing Regulations” means the Adams County Licensing Regulations as adopted by the Adams County Board of County Commissioners.

“Marijuana Hospitality Business” means an entity licensed to permit the use or consumption of marijuana within a Consumption Area.

“Marijuana Hospitality Mobile License” means an entity licensed to permit the use or consumption of marijuana within a Mobile Premises.

“Mobile Premises” means a licensed premises operated by a Marijuana Hospitality Business in a motor vehicle, which includes any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; but does not include electrical assisted bicycles, electric scooters, low-power scooters, wheelchairs, or vehicles moved solely by human power.

“Operations” means the business activities that a Hospitality Business engages in to provide a service to their customers.

“Outdoor Consumption Area” means a Consumption Area that is outdoors and surrounded by a sight-obscuring wall, fence, hedge, or other opaque or translucent barrier.

“Permitted Use” means a use permitted by right in a zone district. The use must comply with all applicable standards for the use or uses and all County and State regulations in order to be permitted.

“Restricted Access Area” means a designated and secure area within a Licensed Premises in a Retail Marijuana Hospitality and Sales business where Retail Marijuana is sold to consumers, processed for sale, and displayed for sale, and where no one under the age of 21 is permitted.

“Retail Marijuana Hospitality and Sales Business” means an entity licensed to (1) purchase Retail Marijuana from a Retail Marijuana Business, (2) Transfer Retail Marijuana to consumers, and (3) permit the use or consumption of Retail Marijuana Transferred to a consumer within the Restricted Access Area

SECTION 3. APPLICABILITY

This Ordinance shall apply to any Hospitality Business in unincorporated Adams County, Colorado.

SECTION 4. RESPONSIBILITY FOR ADMINISTRATION

- A. The Board of County Commissioners shall be responsible for allocating the number of available licenses for Hospitality Businesses.
- B. The Director of Community and Economic Development or the Director’s designee shall administer, implement, and perform enforcement of this Ordinance and may inspect for violations of this Ordinance.
- C. Any powers granted or duties imposed upon the Department may be delegated in writing by the Director acting for and on behalf of the County.
- D. Enforcement:
 - a. Pursuant to § 30-15-402.5(1) the Board of County Commissioners has determined that it is in the best interest of public safety to designate all Adams County Sheriff’s Office Peace Officers and all Adams County Code Compliance Officers to enforce this Ordinance by issuing citations or summonses and complaints for violators of the provisions of this Ordinance.

SECTION 5. LICENSE FEES

License Fees and associated administrative fees shall be adopted by the Board of County Commissioners on a yearly basis through means of a resolution.

SECTION 6. OPERATIONS

Hours of Operation

- A. The Hours of Operation for Hospitality Business shall be 8am to 10pm, daily.

Locations of Marijuana Hospitality Businesses or Retail Marijuana Hospitality and Sales Businesses

- A. No Hospitality Business shall be located within 1,000 feet of any existing public or private elementary, middle junior high or high school, state licensed daycare homes and daycare centers in existence as of the date of application (based on information provided to the County by the State of Colorado), playground, or public housing facility.
- B. No Hospitality Business shall be located within 100 feet of any existing house of worship, youth center, public swimming pool, video arcade, alcohol or drug rehabilitation facility, group home for the developmentally disabled, halfway house, or correctional facility
- C. No Hospitality Business shall be located within 50 feet of any residentially zoned or used property.
- D. No Hospitality Business shall be located within five miles of any other Hospitality Business.
- E. Hospitality Businesses shall only be allowed in the following Zone Districts: all industrial zone districts, Commercial-3, Commercial-4, and Commercial-5.

Mobile Marijuana Premises

- A. A Marijuana Hospitality Business may apply for a Marijuana Hospitality Mobile License. A maximum of two Mobile Premises will be available for each Marijuana Hospitality Business with a Marijuana Hospitality Mobile License.
- B. Each Mobile Premises is required to obtain a separate Marijuana Hospitality Mobile License.
- C. The Marijuana Hospitality Business must provide the following information to the County regarding its Mobile Premises:
 - a. Documentation that the Mobile Premises is owned or leased by the Marijuana Hospitality Business;
 - b. The vehicle manufacture/make, model, and year associated with the Mobile Premises;
 - c. Proof that the Mobile Premises is equipped with a global position system capable of tracking the Mobile Premises;
 - d. Proof that the Mobile Premises is equipped with video surveillance inside of the Mobile Premises; and

- e. Proof that the Mobile Premises is equipped with proper screening methods to ensure that consumption activity is not visible outside the vehicle.
- D. The Marijuana Hospitality Business with a Mobile Premises shall designate and maintain a fixed place of business in unincorporated Adams County that is separate from the Mobile Premises.

Applicability of the Adams County Development Standards and Regulations.

- A. All Hospitality Businesses shall abide by the Adams County Development Standards and Regulations as related to Hospitality Businesses.

Applicability of the Adams County Licensing Regulations

- A. All Hospitality Businesses shall be required to obtain a license from Adams County.
- B. All Hospitality Businesses shall be required to obtain a license from the State of Colorado.
- C. All Hospitality Businesses shall abide by the Adams County Licensing Regulations.

Compliance with Adams County Ordinances

- A. All Hospitality Businesses shall abide by all applicable rules, laws and ordinances, including, but not limited to, Adams County Ordinance No. 4, the Fire Code, and Adams County Ordinance No. 12, the Building Code.

Prohibited Uses

All uses (1) not expressly identified as permitted uses in this Section 6; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to this Ordinance, the Adams County Development Standards and Regulations, or the Adams County Licensing Regulations, are prohibited.

SECTION 7. SEVERABILITY

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. VIOLATIONS, ENFORCEMENT AND PENALTIES

- A. Criminal Prosecution
Any person that has violated or continues to violate this Ordinance may be subject to criminal prosecution, including criminal penalties authorized pursuant to § 30-15-402,

C.R.S., as amended. Each day a property is in violation of this Ordinance shall constitute a separate violation.

B. Fines

Pursuant to § 30-15-402, C.R.S., there shall be a graduated fine schedule for repeat offenses by the same individual, as follows:

First and Second offense: maximum fine of \$500 per day of offense

Third offense: minimum fine of \$750 per day of offense

Subsequent offenses: maximum fine of \$1,000 per day of offense

C. Surcharges

Pursuant to § 30-15-402(2)(a), C.R.S., there shall be a surcharge of ten dollars that shall be paid to the clerk of the court by the defendant. The moneys collected for that surcharge shall be placed in a fund established by the 17th Judicial District for victims and witness assistance and law enforcement pursuant to § 24-4.2-103, C.R.S.

D. Remedies Not Exclusive

The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

E. Disposition of Fines

Unless otherwise provided for, all fines, penalties, and surcharges shall be paid into the treasury of Adams County pursuant to § 30-15-408, C.R.S. Court costs, if any, shall be paid directly to the Clerk of the Court by each defendant.

SECTION 9. EFFECTIVE DATE AND EXPIRATION

This Ordinance shall take effect thirty (30) days after the final publication of its adoption by the Board of County Commissioners.

Adopted this ___ day of _____, 2020

Emma Pinter, Chair
Board of County Commissioners
Adams County, Colorado

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

Hodge _____

O'Doriso _____
Henry _____
Tedesco _____
Pinter _____
Commissioners

CERTIFICATE OF ATTESTATION

STATE OF COLORADO)
County of Adams)

CERTIFICATE OF ATTESTATION

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

The foregoing text is the authentic text of Adams County Ordinance No. 15. The first reading of said Ordinance took place on **June ____, 2020**, at a regular Board of County Commissioners meeting. It was published in full in a newspaper of general circulation at least ten days before its adoption; to wit, in The Denver Post on **June __, 2020**. The Ordinance was adopted on second reading at a regular Board of County Commissioners meeting on **June ____, 2020**, and shall become effective on July __, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this **__ day of July, 2020**.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Josh Zygielbaum:

By:
Deputy



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NAME: PECOS LOGISTICS PARK
CASE NO.: PRC2020-00002

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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT STAFF REPORT**

Board of County Commissioners

June 30, 2020

| | |
|--|---|
| CASE No.: PRC2020-00002 CASE NAME: Pecos Logistics Park | |
| Owner's Name: | Pecos Logistics Park, LLLP |
| Applicant's Name: | Matt Mitchell, Westfield Co. |
| Applicant's Address: | 4221 Brighton Blvd., Denver, CO 80216 |
| Location of Request: | 5751 North Pecos Street |
| Parcel Numbers: | 0182509300023, 0182509300056, 0182509300058, 0182509300063, 0182509300065, 0182509300067, 0182509309001, 0182509312001, 0182509312002, 0182509313002, 0182550934002, 0182509300068, 0182509300069 |
| Nature of Request: | 1. Rezoning of approximately 62 acres to Industrial-2 (I-2); 2. Final plat for major subdivision to create three lots on 62 acres; 3. Subdivision Improvements Agreement |
| Current Zone Districts: | A mix of Industrial-3 (I-3), Industrial-2 (I-2), Industrial-1 (I-1), and Residential-1-C (R-1-C). |
| Future Land Use: | Industrial |
| Total Site Area: | Approximately 62 acres |
| Hearing Date(s): | PC: June 11, 2020 / 6:00 pm BoCC: June 30, 2020 / 9:30 am |
| Report Date: | June 15, 2020 |
| Case Manager: | Greg Barnes |
| PC/Staff Recommendations: | APPROVAL with 11 Findings-of-Fact, 1 condition, and 1 note |

SUMMARY OF APPLICATIONS

Background:

The applicant, Westfield, Co., intends to develop a multi-tenant development along the northern portions of West 56th Avenue between Vallejo Street and Pecos Street. The proposed development is known as the Pecos Logistics Park and will redevelop an approximately 67-acre site. The site is currently occupied by Rocky Mountain Prestress (a concrete production facility), as well as other light industrial manufacturing, warehousing, office, and single-family residential uses. According to the applicant, seven buildings are anticipated to be constructed on the site,

with full project buildout proposed to include over 1,100,000 square feet of industrial building area. The primary use of the site is expected to be either a heavy logistics center or a business park

Westfield is requesting a rezoning of approximately 62 acres to the Industrial-2 (I-2) zone district. In addition, there is also a pending application for a major subdivision final plat that encompasses 13 existing parcels (approximately 67 acres). The proposed final plat would combine these parcels into three lots and three tracts. Major subdivisions require approval of both preliminary and final plats. On February 11, 2020, the Board of County Commissioners approved the major subdivision preliminary plat for the Pecos Logistics Park.

On August 27, 2019, the Board of County Commissioners approved an associated application for the creation of a special district on the site known as the Pecos Logistics Park Metro District. The creation of the special district allowed the developer to create financing to build infrastructure and provide services that will support the development.

Development Standards and Regulations:

Rezoning:

Currently, the subject properties of the rezone request are designated as a mix of Residential-1-C (R-1-C), Industrial-1 (I-1), I-2, and Industrial-3 (I-3) (49.6 ac). A majority (approximately 50 acres) of the development area is currently designated in the I-3 zone district, which is the County's most intense industrial zoning. The applicant intends to rezone the entire proposed development to I-2. The proposed rezoning will create a cohesive zone district for the new development and will reduce the industrial intensity in the area. Per Section 3-25-01 of the County's Development Standards and Regulations, the purpose of the I-2 zone district is to accommodate light manufacturing, processing, fabrication, assembly, and storage of non-hazardous material. Uses permitted in the I-2 zone district include the proposed heavy logistics center. The dimensional requirements for the I-2 zone district include a minimum of one-acre lot size and minimum one hundred (100) foot lot width. Upon approval of the associated final plat, the rezoning request will comply with the minimum lot area and width standards of the I-2 zone district. The smallest of the three proposed lots measures approximately 17.8 acres and has a lot width of approximately 550 feet.

Major Subdivision (Final Plat):

Per Section 2-02-19-04 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. On January 23, 2020, the Board of County Commissioners approved an associated preliminary plat. The subject request conforms to the corresponding section of the approved preliminary plat.

The proposed final plat conforms to the criteria for approval for a major subdivision final plat, as outlined in Section 2-02-19-04-05 of the County's Development Standards. These standards include conformance to the County's Comprehensive Plan, the subdivision design standards, evidence of adequate water and sewer supply, adequate drainage improvements, adequate public infrastructure, and compatibility with the surrounding area. Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to requirements of the zone district in which the property is located. In addition, all lots

created by a subdivision shall have access to a County-maintained right-of-way. The proposed subdivision lots will be served by Denver Water and all lots conform to the minimum dimensional requirements for the proposed I-2 zone district. In addition, all the proposed lots will have access to a public right-of-way.

The applicant has also provided evidence of adequate water and sewer to service the property. The Colorado Division of Water Resources reviewed the project and confirmed the availability of adequate water supply to support the development.

Future Land Use Designation/Comprehensive Plan:

The future land use designation on the property is Industrial. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Industrial future land use designation is to provide for a wide range of employment uses, including manufacturing.

The request to create larger lots with larger building envelopes will encourage this type of development in the area. In addition, the creation of a subdivision will enhance the overall infrastructure in the area, which will better serve the long-term goals of the County's Comprehensive Plan.

The proposed use of the property as a heavy logistics center on a 66.6-acre redevelopment site is consistent with the future land use designation, as well as the Clear Creek Valley TOD Plan and the Adams County Comprehensive Plan's vision for redevelopment of the Pecos Junction station. Both plans encourage the development of a mixed-use employment area at the Pecos Junction station, focused primarily on office, commercial, and industrial uses.

Site Characteristics:

Much of the subject property is currently occupied by outdoor storage, light manufacturing, warehousing, office, and abandoned single-family dwellings dispersed throughout the properties. Most of the site has been utilized by Rocky Mountain Prestress historically. Two abandoned, unplatted single-family homes that are included within the site were constructed in 1953 and 1957.

The property fronts West 56th Avenue to the south (a collector right-of-way), Pecos Street to the east (an arterial right-of-way), Vallejo Street to the west (a local right-of-way), and the Union Pacific Railroad to the north. Tejon Street (a local right-of-way) stretches north past West 56th Avenue and dead ends within the site. Access to the existing industrial portions of the site is currently taken from Tejon and Pecos Streets. Access to the existing single-family homes is currently taken from Vallejo Street and West 56th Avenue.

Subdivision Design and Improvements

The proposed final plat has been reviewed by County staff for consistency with the County's Subdivision Design Standards (Section 5-03). The proposed subdivision has been designed to be appropriate for development, and the lot configuration is suitable for access and emergency services. The approved Pecos Logistics Park Metro District will ensure a cohesive development, which has available infrastructure and services to support the development. The proposed subdivision will be served by the Denver Water and the Berkeley Sanitation District. All

documentation has been provided to ensure conformance with the County’s water supply requirements.

Per Section 5-02-05 of the County’s Development Standards and Regulations, an SIA is required with a final plat. The SIA allows for construction of infrastructure, such as public streets, curbs, gutters, sidewalks, and storm sewers to be constructed on the property. In addition, non-residential subdivisions, public land dedication is required to support regional parks. Section 5-05-05-04 of the County’s Development Standards allows for cash-in-lieu of land dedication. These cash-in-lieu fees will be expected to be paid prior to scheduling the final plat application for public hearings.

The County will be undertaking a Capital Improvement Project along the portions of North Pecos Street that are adjacent to this site. If the project is approved, the applicant will be constructing the western half of these improvements along the subject property’s 1,700 linear feet of frontage along North Pecos Street.

Surrounding Zoning Designations and Existing Use Activity:

| | | |
|---|---|--|
| Northwest <u>R-1-C</u> Single-Family Residential | North <u>I-3</u> Union Pacific Railroad | Northeast <u>I-3</u> Union Pacific Railroad |
| West <u>R-1-C</u> Single-Family Residential | Subject Property <u>I-1, I-2, I-3, and R-1-C</u> Industrial/ Residential | East <u>C-5, I-2, and I-3</u> Commercial/Industrial |
| Southwest <u>R-1-C</u> Single-Family Residential | South <u>R-1-C</u> Single-Family Residential | Southeast <u>R-1-C</u> Single-Family Residential |

Compatibility with the Surrounding Area:

The surrounding properties to the west and south are single-family residential dwellings with R-1-C zoning. Most of these homes are within the Clearview and Marion Manor subdivisions. The proposed development has been designed to improve overall compatibility in the area more than the existing site. The northern side of West 56th Avenue does not currently have sidewalks and the subject properties are developed with a large wall along the frontage of 56th Avenue. The proposed development will include curb, gutter, and sidewalk along this roadway, and a cohesive landscaping design will be required at the time of development. The proposed development has been designed so that the buildings will be approximately ten feet in grade below the street level. This design element will improve the overall views from the residential properties to south to better hide expansive buildings and vehicles. The site has also been designed to restrict vehicular movements of large trucks on West 56th Avenue. These design features will encourage truck traffic to use the fully signalized access point along North Pecos Street. Most of the subject site is currently zoned I-3, and the proposed development will reduce the intensity adjacent to residential uses. The industrial uses on-site will be moved from outdoor storage and concrete manufacturing to primarily indoor warehousing and trucking.

The northern and eastern portions of the site are directly adjacent to Union Pacific Railroad lines and commercial and industrial uses. The proposed development will allow moderate industrial development that is compatible with those uses.

The rezoning and final plat applications are compatible with the overall area and are not detrimental to public health and safety. Approval of these requests will improve the compatibility of the area by eliminating nearly 50 acres of I-3 zoning, which is not compatible with nearby properties developed with single-family residential dwellings. Traffic design ensures limited impact on the residential areas to the south and west. The request is also consistent with the character of development activities in the area and will enhance the infrastructure in the area to improve quality of life for residents.

Staff Recommendation:

Based upon the application, the criteria for approval, and a recent site visit, staff recommends approval of this request with 11 findings-of-fact, 1 condition, and 1 note:

RECOMMENDED FINDINGS-OF-FACT

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations
4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The final plat is consistent and conforms to the approved preliminary plat.
6. The final plat is in conformance with the subdivision design standards.
7. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
8. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
9. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
10. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
11. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Recommended Condition of Approval:

1. The existing on-site wastewater treatment system shall be abandoned in accordance with the Tri-County Health Department’s Regulation No. O-17, Section 6.8. The Tri-County Health Department must be notified in writing once the systems have been properly abandoned.

Recommended Note to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.

CITIZEN COMMENTS

| Notifications Sent | Comments Received |
|---------------------------|--------------------------|
| 471 | 2 |

All property owners and occupants within 1,000 feet of the subject property were notified of the request. As of writing this report, staff has received two comments on the rezoning and final plat applications. One comment letter addressed complaints on the existing development. The existing users are planning to vacate the property if the Pecos Logistics Park development is approved. The other comment letter had concerns with the maintenance of the nearby Fisher Ditch. Adams County staff provided the commenter with this information.

COUNTY AGENCY COMMENTS

Staff reviewed the request and has no outstanding concerns with the proposed applications.

REFERRAL AGENCY COMMENTS

The Tri-County Health Department requested that the existing on-site wastewater treatment system be abandoned in accordance with their regulations. Staff has recommended a condition of approval to ensure compliance with this request.

Responding with Concerns:

None

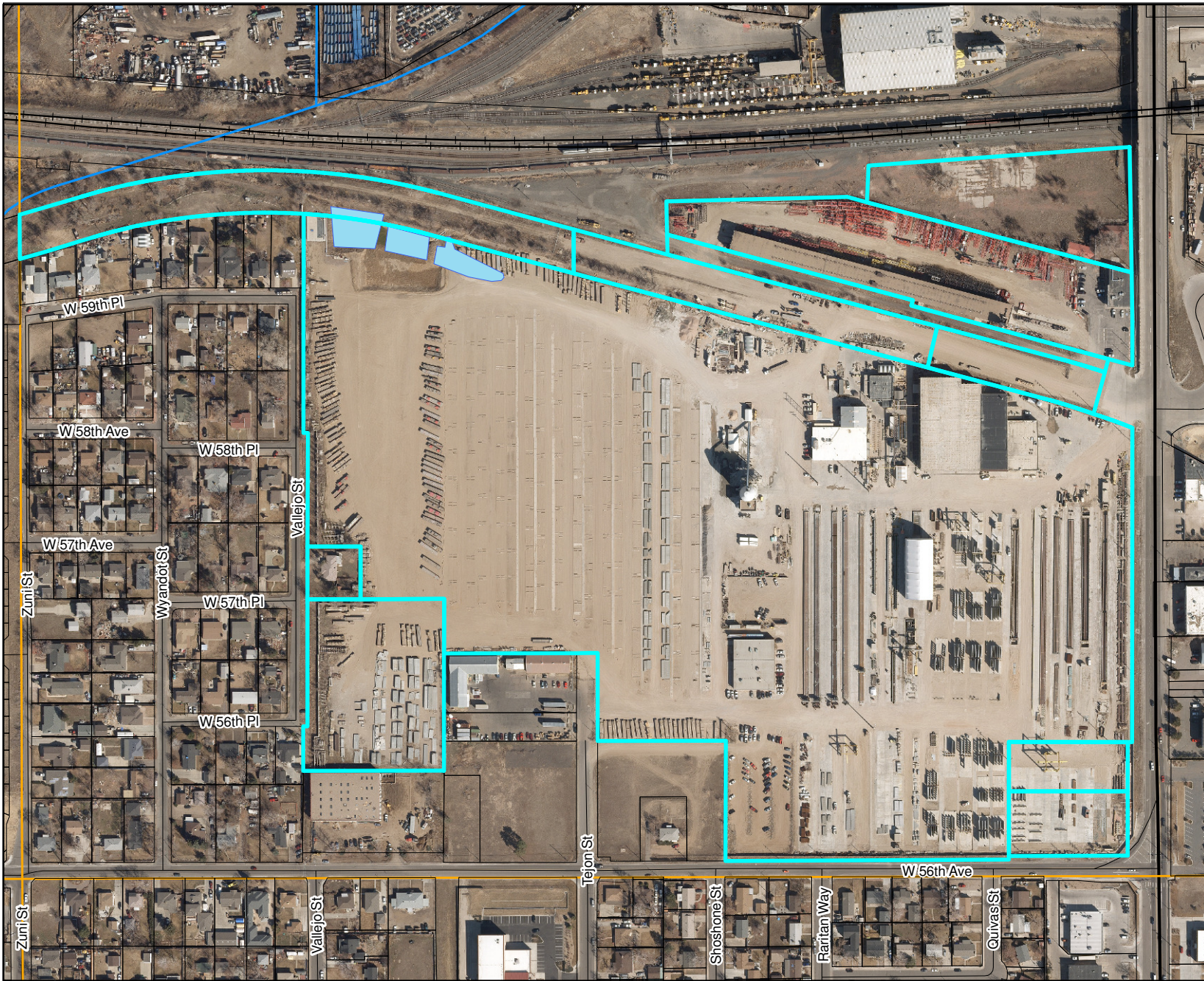
Responding without Concerns:

- Colorado Department of Public Health and Environment
- Colorado Department of Transportation
- Colorado Div. of Mining Reclamation and Safety
- Colorado Division of Water Resources
- Denver Water
- RTD
- TCHD
- Xcel Energy





Notified but not Responding / Considered a Favorable Response:

Adams County Fire

Adams County Sheriff
Berkeley Neighborhood Association
Berkeley Sanitation District
Century Link
Colorado Division of Parks & Wildlife
Colorado Geological Survey
Comcast
Crestview Water & Sanitation District
Fisher Ditch Company
Goat Hill Neighborhood Group
Mapleton Schools #1
Metro Wastewater
Mobile Gardens
North Lincoln Water & Sanitation District
North Pecos Water & Sanitation District
Northridge Estates at Gold Run HOA
Pecos Logistics Park Metro District
The TOD Group
Union Pacific Railroad
U.S. EPA
U.S. Post Office
Westminster School District #50



Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

Pecos Logistics Park

PRC2020-00002

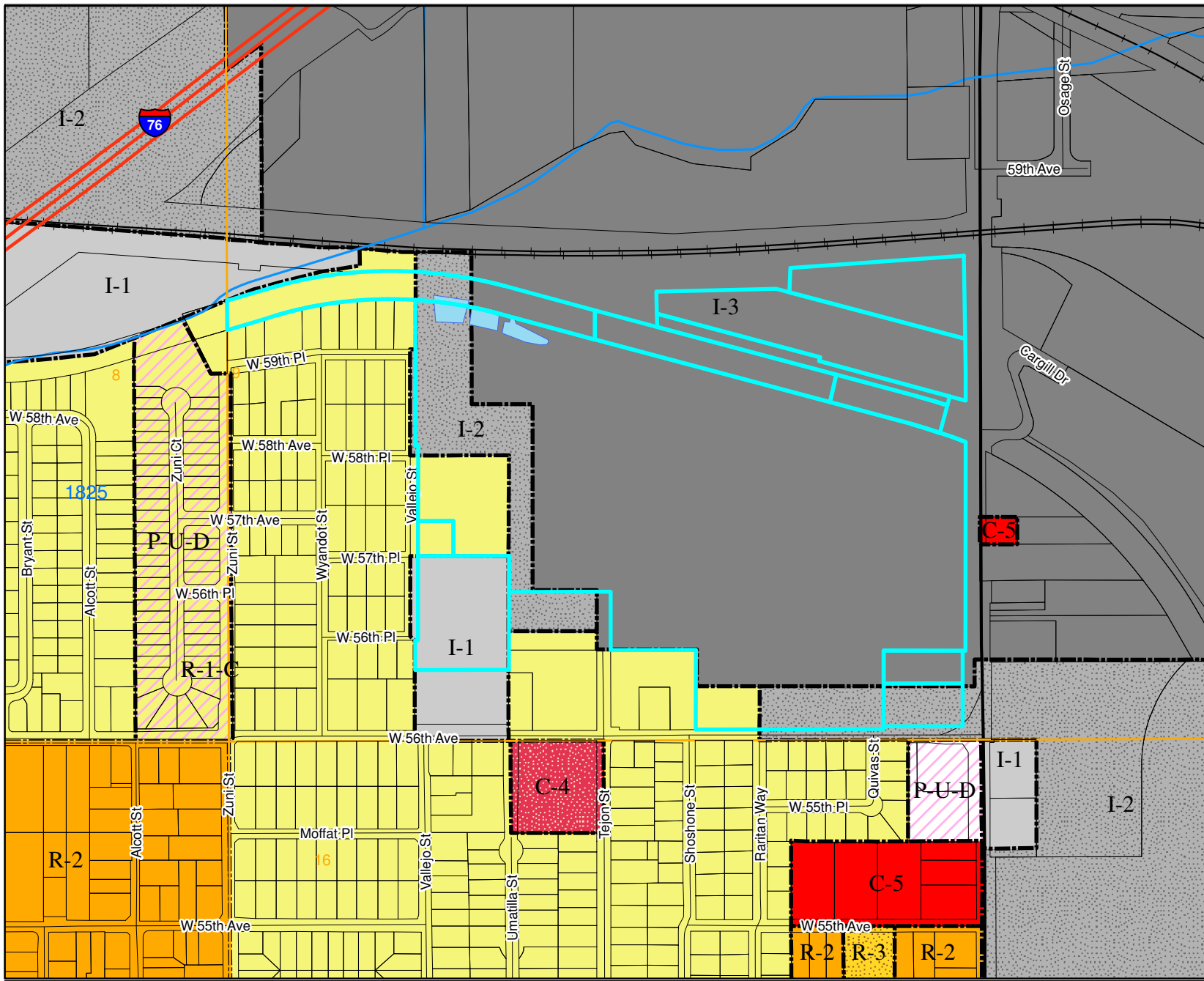


For display purposes only.



ADAMS COUNTY
COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

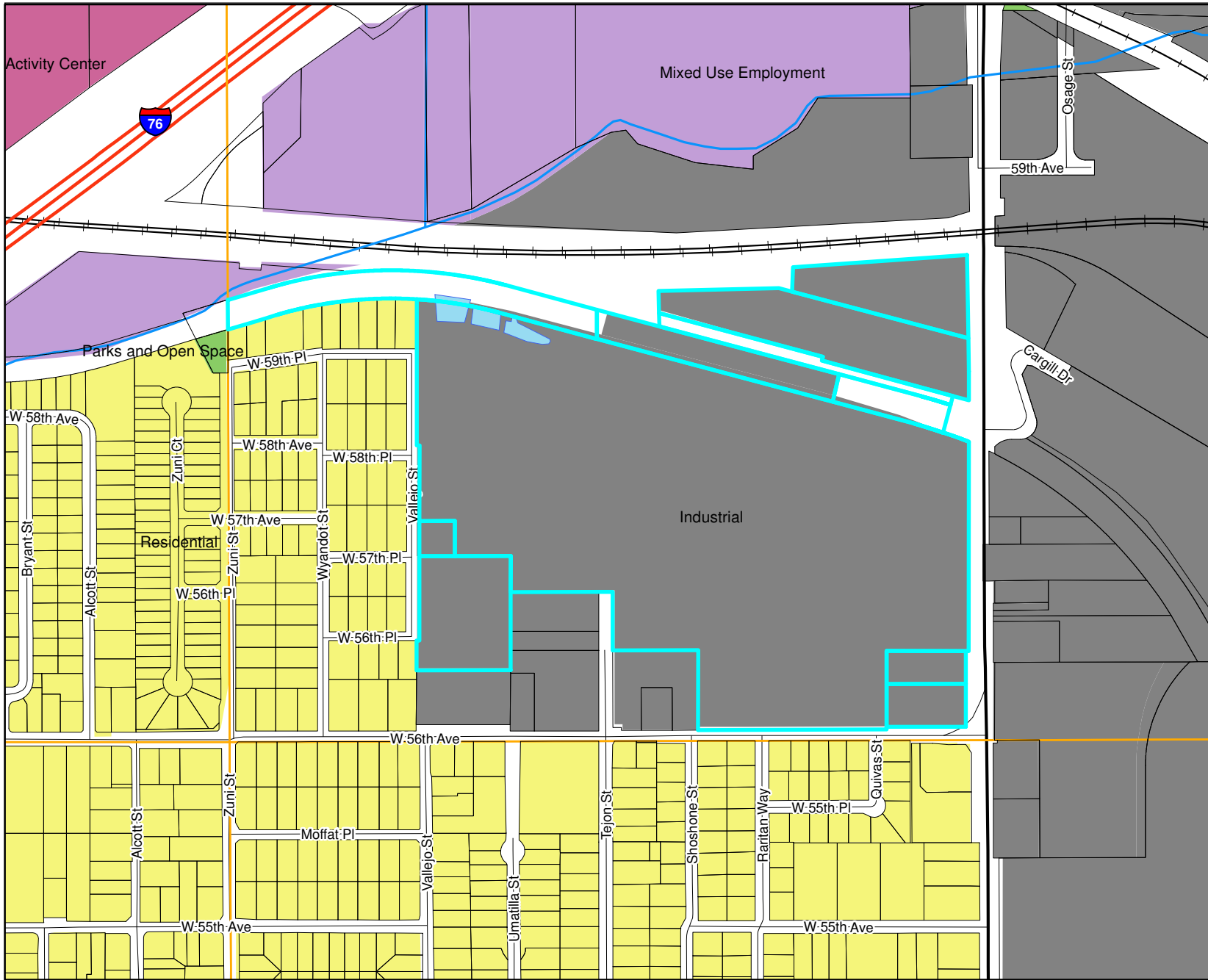
Pecos Logistics Park
PRC2020-00002



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Pecos Logistics Park
PRC2020-00002



For display purposes only.



ADAMS COUNTY
 COLORADO

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CONCEPT NARRATIVE

(north-west corner of N Pecos St and W 56th Ave)

The existing parcels of land are located at north-west corner of N Pecos St and W 56th Ave. The portions of the property were platted in the Felch Subdivision in April 1974 and in the Prestressed Con and Prestressed Con 2nd Filing in 1981. The portions of the property are unplatted. The subject properties are currently designated Residential Single Family (R-1-C), Industrial I-1, Industrial I-2 and Industrial I-3. The applicant requests to rezone entire property to I-2 Industrial Zone District.

The land is currently used as a manufacturing plant and outside storage yard for precast concrete panels by Rocky Mountain Prestress company. Westfield will develop the Pecos site over three phases. Each phase will include the development of approximately three industrial warehouse buildings consisting of between 380,000 and 470,000 total square feet. Once fully complete, this site will include up to 8 buildings totaling 1.3 million square feet that can accommodate businesses of varying size. Targeted tenants will include service oriented and supplier tenants as well as last-mile distribution and logistics users.

Proposed buildings will have the flexibility for small to large and build-to-suit tenants and can accommodate either front park / rear load or cross dock design. Westfield recently completed the successful HUB25 development at 601 64th Ave. in Adams County and it is our intent to largely replicate that development on this site.

The buildings are designed so the front facade will be facing N Pecos public ROW and the truck court will be mostly hidden in the middle between buildings or screened with landscaping and topography. The proposed construction is painted tilt-up concrete with reveals and details to create rhythm, scale and texture. Interior clear height for all buildings will be around 28-feet. We anticipate the overall building height will be approximately 37-feet to the top of parapet.

As part of Phase 1, Westfield will create a Metro District as a vehicle to fund and install some of the required infrastructure; (water, sewer, gas, power, storm, roads, etc.)

It is necessary to obtain adequate ingress and egress from Pecos and 56th Ave. We have commissioned and provided a traffic impact study that supports the overall project as well as the need for a traffic signal from the Pecos Property onto Pecos St. The success of the project is predicated upon the access from this site to the adjacent interstate system(s), I76 and I25.

The proposed development will be a valuable asset for Adams County by providing employers the much-needed space to create local job opportunities for residents. The project will start after receiving all necessary permits; probably in the spring of 2020.

PECOS LOGISTICS PARK FILING NO. 1

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 1

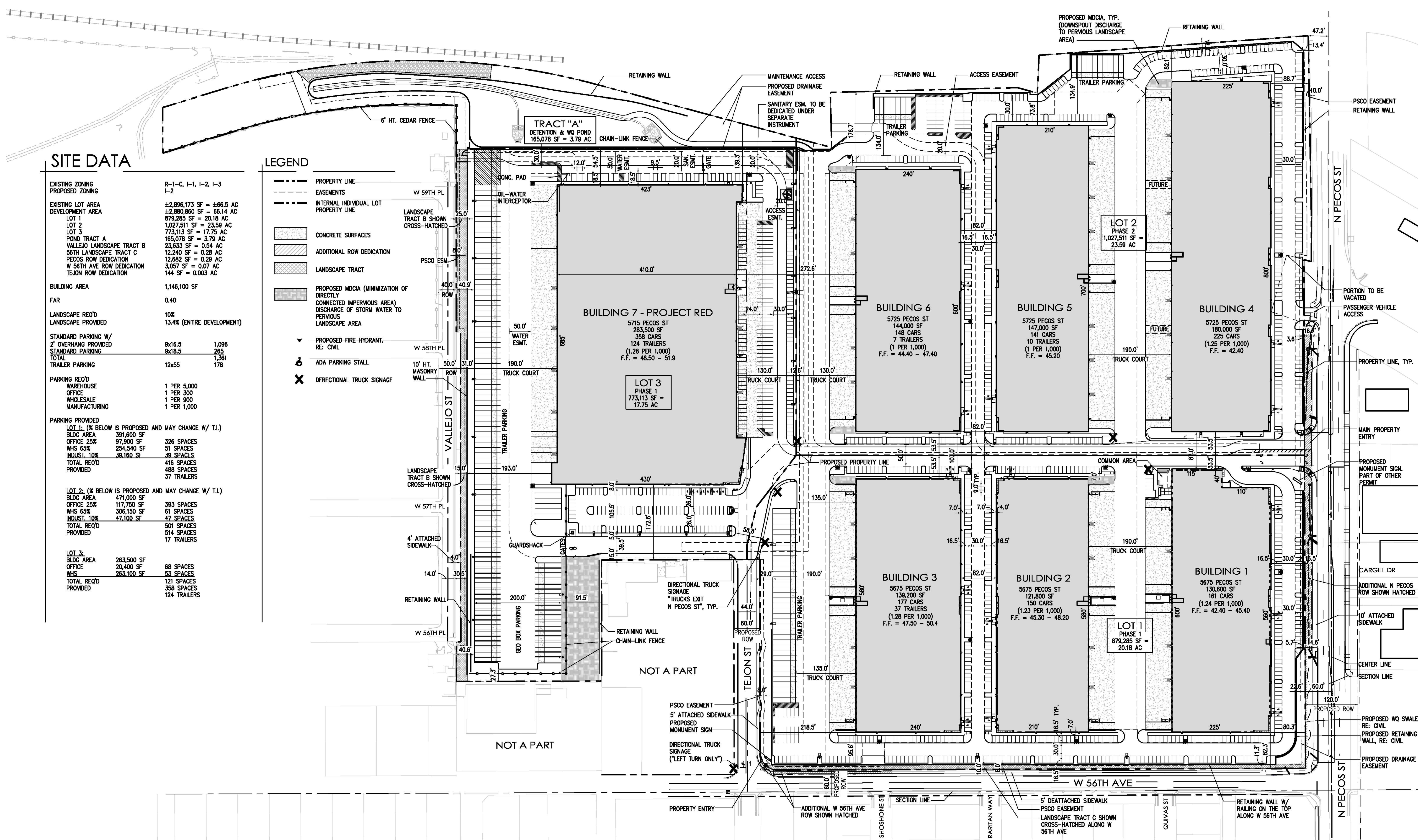
GREY WOLF ARCHITECTURE
ARCHITECTURE PLANNING INTERIOR DESIGN
1455 QUINN A STREET SUITE 200
DENVER, COLORADO 80202
303.972.9107 fax 303.972.6577
awd@greywolfstudio.com

PECOS LOGISTICS PARK
5675, 5725 & 5715 N PECOS ST
ADAMS COUNTY, CO

DATES/ REVISIONS
02.12.20 1ST SUBMITTAL

1 OF 1

SITE PLAN



SITE DATA

| | |
|---|----------------------------|
| EXISTING ZONING | R-1-C, I-1, I-2, I-3 |
| PROPOSED ZONING | I-2 |
| EXISTING LOT AREA | +2,896,173 SF = ±66.5 AC |
| DEVELOPMENT AREA | +2,880,860 SF = 66.14 AC |
| LOT 1 | 879,285 SF = 20.18 AC |
| LOT 2 | 1,027,511 SF = 23.59 AC |
| LOT 3 | 773,113 SF = 17.75 AC |
| POND TRACT A | 165,078 SF = 3.79 AC |
| VALLEJO LANDSCAPE TRACT B | 23,633 SF = 0.54 AC |
| 56TH LANDSCAPE TRACT C | 12,240 SF = 0.28 AC |
| PECOS ROW DEDICATION | 12,682 SF = 0.29 AC |
| W 56TH AVE ROW DEDICATION | 3,057 SF = 0.07 AC |
| TEJON ROW DEDICATION | 144 SF = 0.003 AC |
| BUILDING AREA | 1,146,100 SF |
| FAR | 0.40 |
| LANDSCAPE REQ'D | 10% |
| LANDSCAPE PROVIDED | 13.4% (ENTIRE DEVELOPMENT) |
| STANDARD PARKING W/ 2' OVERHANG PROVIDED | 9x16.5 1,096 |
| STANDARD PARKING | 9x18.5 265 |
| TOTAL | 1,361 |
| TRAILER PARKING | 12x55 178 |
| PARKING REQ'D | |
| WAREHOUSE | 1 PER 5,000 |
| OFFICE | 1 PER 300 |
| WHOLESALE | 1 PER 900 |
| MANUFACTURING | 1 PER 1,000 |
| PARKING PROVIDED | |
| LOT 1: (% BELOW IS PROPOSED AND MAY CHANGE W/ T.I.) | |
| BLDG AREA | 391,600 SF |
| OFFICE 25% | 97,900 SF 326 SPACES |
| WHS 65% | 254,540 SF 51 SPACES |
| INDUST. 10% | 39,160 SF 39 SPACES |
| TOTAL REQ'D | 416 SPACES |
| PROVIDED | 488 SPACES |
| | 37 TRAILERS |
| LOT 2: (% BELOW IS PROPOSED AND MAY CHANGE W/ T.I.) | |
| BLDG AREA | 471,000 SF |
| OFFICE 25% | 117,750 SF 393 SPACES |
| WHS 65% | 306,150 SF 61 SPACES |
| INDUST. 10% | 47,100 SF 47 SPACES |
| TOTAL REQ'D | 501 SPACES |
| PROVIDED | 514 SPACES |
| | 17 TRAILERS |
| LOT 3: | |
| BLDG AREA | 283,500 SF |
| OFFICE | 20,400 SF 68 SPACES |
| WHS | 263,100 SF 53 SPACES |
| TOTAL REQ'D | 121 SPACES |
| PROVIDED | 358 SPACES |
| | 124 TRAILERS |

LEGEND

- PROPERTY LINE
- EASEMENTS
- INTERNAL INDIVIDUAL LOT PROPERTY LINE
- CONCRETE SURFACES
- ADDITIONAL ROW DEDICATION
- LANDSCAPE TRACT
- PROPOSED MDCA (MINIMIZATION OF DIRECTLY CONNECTED IMPERVIOUS AREA) DISCHARGE OF STORM WATER TO PERVIOUS LANDSCAPE AREA
- PROPOSED FIRE HYDRANT, RE: CIVIL
- ADA PARKING STALL
- DIRECTIONAL TRUCK SIGNAGE



PECOS LOGISTICS PARK FILING NO. 1

CASE NO.: PLT2020-00005

A REPLAT OF PRESTRESSED-CON SUBDIVISION SECOND FILING; PRESTRESSED-CON SUBDIVISION; LOT 2, BLOCK 1, FELCH SUBDIVISION; RIGHT OF WAY VACATION OF A PORTION OF PECOS STREET
AND UNPLATTED PARCELS OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 7

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N00°00'00"E BEING THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BETWEEN TWO POINTS 2646.62 FEET APART; ONE POINT BEING A FOUND 2" DIAMETER ALLOY CAP ISTAMPED PLS 24942 IN A RANGE BOX AT THE CENTER ¼ CORNER OF OF SAID SECTION 9 AND THE OTHER POINT BEING THE SOUTH ¼ CORNER OF SAID SECTION 9 THAT WAS CALCULATED FROM A FOUND ILLEGIBLE ALLOY CAP IN A RANGE BOX 5.00 FEET WEST OF SAID SOUTH ¼ CORNER AS PER MONUMENT RECORD TIE SHEETS.

ACCESS RESTRICTION STATEMENT:

ALL ACCESS RIGHTS SHALL BE RESTRICTED ACROSS RIGHT-OF-WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS OR FREEWAYS, WHERE REQUIRED AS A PROVISION OF APPROVAL. WITH THE FILING OF PECOS LOGISTICS PARK FILING NO. 1 PLAT THERE WILL BE NO ACCESS PROVIDED, OR ALLOWED, TO AND FROM EXISTING VALLEJO STREET.

EASEMENT STATEMENT:

UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY AS SHOWN ON SUBDIVISION PLAT. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES.

STORM DRAINAGE FACILITIES STATEMENT:

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

THE APPROVED STORMWATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. _____.

RIGHT OF WAY DEDICATION NOTE:

RIGHT OF WAY ALONG PECOS STREET AND WEST 56TH AVENUE ARE TO BE DEDICATED BY THIS PLAT AND PLATTING PROCESS.

RIGHT OF WAY DEDICATED ALONG PECOS STREET: 12,286 SQUARE FEET (0.29 ACRES±)
RIGHT OF WAY DEDICATED ALONG WEST 56TH AVENUE: 3,057 SQUARE FEET (0.07 ACRES±)

RIGHT OF WAY VACATION NOTE:

A PORTION OF THE ADAMS COUNTY PARCEL ALONG PECOS STREET RECORDED AT RECEPTION NO. 2009000069014 OF THE ADAMS COUNTY RECORDS SHALL BE VACATED AND INCORPORATED INTO LOT 2 BY THIS PLAT AND AS SHOWN ON THIS PLAT.

FLOODPLAIN NOTE:

THE PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER FEMA FIRM MAP NO. 08001C0592H DATED MARCH 5, 2007.

TRACT NOTE:

TRACT "A" IS FOR THE PURPOSES OF STORM DRAINAGE FACILITIES AND SANITARY SEWER INFRASTRUCTURE. TRACT "A" WILL BE OWNED BY PECOS LOGISTICS PARK, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, AND WILL BE MAINTAINED BY THE OWNERSHIP OR PECOS LOGISTICS PARK METROPOLITAN DISTRICT. ADAMS COUNTY SHALL HAVE ACCESS TO TRACT "A".

TRACT "B" IS FOR THE PURPOSE OF PROVIDING A BUFFER AREA THAT TRANSITIONS THE RESIDENTIAL ZONED AREAS TO THE WEST AND THE INDUSTRIAL ZONED AREAS WITHIN THE PECOS LOGISTICS PARK FILING NO. 1 PLATTED LANDS. TRACT "B" WILL BE OWNED BY PECOS LOGISTICS PARK, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, AND WILL BE MAINTAINED BY THE OWNERSHIP OR PECOS LOGISTICS PARK METROPOLITAN DISTRICT.

TRACT "C" IS FOR THE PURPOSE OF PROVIDING A LANDSCAPE BUFFER AREA ALONG WEST 56TH AVENUE. TRACT "C" WILL BE OWNED BY PECOS LOGISTICS PARK, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, AND WILL BE MAINTAINED BY THE OWNERSHIP OR PECOS LOGISTICS PARK METROPOLITAN DISTRICT.

TITLE COMMITMENT NOTE:

SURVEYOR RELIED UPON TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY ORDER NO. ABD70603098.3 WITH AN EFFECTIVE DATE OF MARCH 26, 2020, FOR THE PREPARATION OF THIS PLAT.

PUBLIC SERVICE COMPANY OF COLORADO/XCEL ENERGY NOTE:

UTILITY EASEMENTS ARE DEDICATED ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

| CURVE TABLE | | | | |
|-------------|---------|---------|-------------|---------|
| CURVE | LENGTH | RADIUS | CHB | CHORD |
| C1 | 97.37' | 1928.00 | S70°19'45"E | 97.36' |
| C2 | 106.88' | 1382.69 | S75°19'31"W | 106.85' |
| C3 | 115.66' | 1482.69 | N75°20'49"E | 115.63' |
| C4 | 28.91' | 40.00 | N69°29'36"W | 28.28' |
| C5 | 34.00' | 40.00 | N24°26'10"W | 32.99' |
| C6 | 29.40' | 35.50 | N00°05'00"W | 28.56' |
| C7 | 33.74' | 35.50 | N00°05'00"W | 32.49' |
| C8 | 74.40' | 48.00 | S44°24'11"W | 67.17' |

| LINE TABLE | | |
|------------|---------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 58.59' | N75°02'00"W |
| L2 | 10.30' | N89°48'07"E |
| L3 | 10.00' | S00°05'00"E |
| L4 | 10.00' | N00°05'00"W |
| L5 | 30.00' | N89°48'07"E |
| L6 | 10.00' | S89°48'07"W |
| L7 | 10.00' | N89°51'16"E |
| L8 | 47.91' | S75°02'00"E |
| L9 | 86.37' | N02°21'23"E |
| L10 | 3.24' | N89°50'09"E |
| L11 | 27.81' | N36°23'50"E |
| L12 | 178.39' | N00°00'00"W |
| L13 | 25.28' | N00°11'53"W |

CURVE C8 AND LINES L10-L13 ARE IN REFERENCE TO THE STORM DRAINAGE EASEMENT

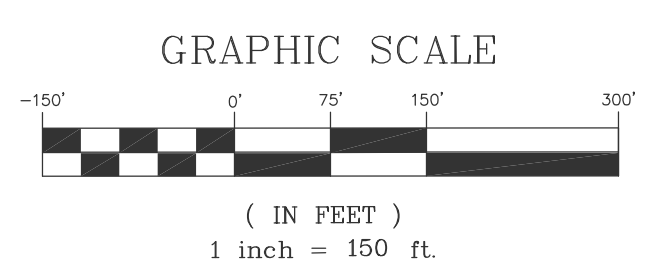
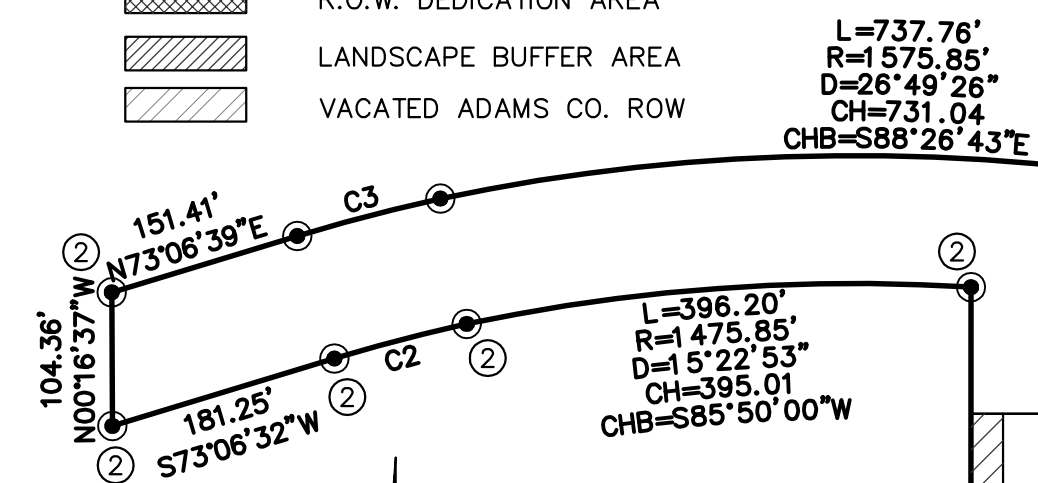
PECOS LOGISTICS PARK FILING NO. 1

CASE NO.: PLT2020-00005

A REPLAT OF PRESTRESSED-CON SUBDIVISION SECOND FILING; PRESTRESSED-CON SUBDIVISION; LOT 2, BLOCK 1, FELCH SUBDIVISION; RIGHT OF WAY VACATION OF A PORTION OF PECOS STREET
AND UNPLATTED PARCELS OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 7

LINE LEGEND

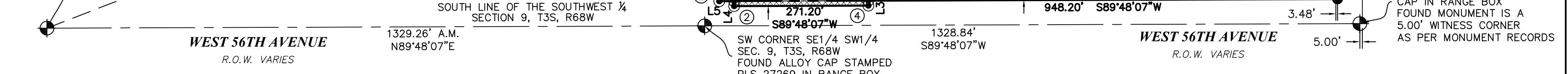
| | |
|--|------------------------|
| | PROPERTY BOUNDARY |
| | LOT LINE |
| | EASEMENT LINE |
| | SECTION LINE |
| | ROW DEDICATION |
| | R.O.W. DEDICATION AREA |
| | LANDSCAPE BUFFER AREA |
| | VACATED ADAMS CO. ROW |



- FOUND MONUMENT AS NOTED
● SET NO. 5 REBAR WITH GREEN CAP STAMPED PLS 38284
- FOUND MONUMENT LEGEND**
- ① FOUND 3.25" DIA. ALLOY CAP STAMPED ADAMS CO. R.O.W.
 - ② FOUND NO. 5 REBAR WITH GREEN CAP STAMPED PLS 38278
 - ③ FOUND NO. 5 REBAR WITH YELLOW ILLEGIBLE CAP
 - ④ FOUND NO. 5 REBAR WITH RED ILLEGIBLE CAP
 - ⑤ FOUND NO. 5 REBAR WITH YELLOW CAP STAMPED PLS 9010
 - ⑥ FOUND 2.5" DIA. ALLOY CAP STAMPED PLS 7735
 - ⑦ FOUND 2.5" DIA. ALLOY CAP STAMPED PLS 37917

SW CORNER SW1/4 SEC. 9, T3S, R68W
FOUND ALLOY CAP STAMPED PLS 16406 IN RANGE BOX

712.11' A.M.
S68°49'08"W



CENTER 1/4 CORNER SEC. 9, T3S, R68W
FOUND 2" DIA. ALLOY CAP IN RANGE BOX STAMPED PLS 24942
POINT OF COMMENCEMENT

UNPLATTED A PORTION OF ADAMS COUNTY RIGHT-OF-WAY REC. NO. 2009000069014 TO BE VACATED AS A PART OF THIS PLAT 8,196 SQ. FT.

END R.O.W. DEDICATION PECOS STREET
L=17.86'
R=1928.00'
D=0°31'51"
CH=17.86
CHB=N69°08'52"W

R.O.W. DEDICATED BY THIS PLAT 12,682 SQ. FT. 0.29 ACRES

R.O.W. DEDICATED BY THIS PLAT 86 SQ. FT.

R.O.W. DEDICATED BY THIS PLAT 58 SQ. FT.

R.O.W. DEDICATED BY THIS PLAT 3,057 SQ. FT. 0.07 ACRES

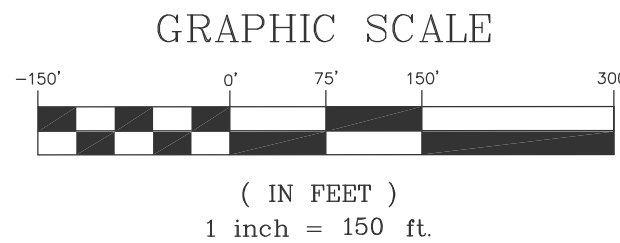
STORM SEWER EASEMENT DEDICATED BY THIS PLAT

SOUTH 1/4 CORNER SEC. 9, T3S, R68W
FOUND ILLEGIBLE ALLOY CAP IN RANGE BOX
FOUND MONUMENT IS A 5.00' WITNESS CORNER AS PER MONUMENT RECORDS

PECOS LOGISTICS PARK FILING NO. 1

CASE NO.: PLT2020-00005

A REPLAT OF PRESTRESSED-CON SUBDIVISION SECOND FILING; PRESTRESSED-CON SUBDIVISION; LOT 2, BLOCK 1, FELCH SUBDIVISION; RIGHT OF WAY VACATION OF A PORTION OF PECOS STREET AND UNPLATTED PARCELS OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 7 OF 7



| LINE LEGEND | |
|-------------|------------------------|
| | PROPERTY BOUNDARY |
| | LOT LINE |
| | EXISTING EASEMENT LINE |
| | SECTION LINE |
| | ROW DEDICATION |
| | EXISTING PLATTED LOTS |
| | R.O.W. DEDICATION AREA |
| | LANDSCAPE BUFFER AREA |
| | VACATED ADAMS CO. ROW |

Curve Data:
 L=737.76'
 R=1575.85'
 D=26°49'26"
 CH=731.04
 CHB=S88°26'43"E

Curve Data:
 L=396.20'
 R=1475.85'
 D=15°22'53"
 CH=395.01
 CHB=S85°50'00"W

TRACT "A"
 165,078 SQ. FT.
 3.79 ACRES

5725 PECOS STREET
 LOT 2
 1,027,511 SQ. FT.
 23.59 ACRES

UNPLATTED
 A PORTION OF
 ADAMS COUNTY
 RIGHT-OF-WAY
 REC. NO.
 2009000069014
 TO BE VACATED
 AS A PART OF
 THIS PLAT
 8,196 SQ. FT.

2'x343.20'
 ROW DEDICATED
 BY THIS PLAT
 687 SQ. FT.
 0.16 ACRES±

50' VACATED
 PINKARD DRIVE
 UTILITY ESMT.
 BK 1605 PG 266
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 15)

60' VACATED
 TEJON STREET
 UTILITY ESMT.
 BK 1605 PG 266
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 15)

EASEMENT
 BK 1689 PG 483
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 16)

VACATED
 RARITAN
 STREET

EASEMENT
 BK 786 PG 562
 TO BE VACATED
 BY SEPARATE
 INSTRUMENT
 EASEMENT TO
 BE RETAINED
 AT THIS TIME
 (EXC. NO. 14)

EASEMENT
 BK 1689 PG 483
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 16)

5715 PECOS STREET
 LOT 3
 773,113 SQ. FT.
 17.75 ACRES

CENTERLINE
 WATER, SAN,
 & STORM SWR.
 EASEMENT
 BK 3397 PG 485
 REC. NO. 786531
 TO BE VACATED
 BY SEPARATE
 DOCUMENT
 EASEMENT TO
 BE RETAINED
 UNTIL NEW SEWER
 LINE IS INSTALLED
 (EXC. NO. 26)

RIGHT-OF-WAY
 BK 2885 PG 841
 BK 2530 PG 336
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO'S. 19 & 25)

RIGHT-OF-WAY
 BK 2885 PG 841
 BK 2530 PG 336
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO'S. 19 & 25)

R.O.W. DEDICATED
 BY THIS PLAT
 12,682 SQ. FT.
 0.36 ACRES

20' ACCESS EASEMENT
 REC. NO. B336912
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 21)

10' UTILITY EASEMENT
 REC. NO. A037717
 TO BE VACATED
 BY THIS PLAT

60' R.O.W.
 AGREEMENT
 BK 2888 PG 838
 (EXC. NO. 24)

R.O.W. DEDICATED
 BY THIS PLAT
 86 SQ. FT.

10' UTILITY EASEMENT
 REC. NO. A037717
 TO BE VACATED
 BY THIS PLAT

RIGHT-OF-WAY
 BK 2885 PG 841
 BK 2530 PG 336
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO'S. 19 & 25)

RIGHT-OF-WAY
 BK 2885 PG 841
 BK 2530 PG 336
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO'S. 19 & 25)

EASEMENT
 BK 1689 PG 483
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 16)

5675 PECOS STREET
 LOT 1
 879,285 SQ. FT.
 20.19 ACRES

10' EASEMENT
 REC. NO. B336911
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 20)

R.O.W. DEDICATED
 BY THIS PLAT
 58 SQ. FT.

R.O.W. DEDICATED
 BY THIS PLAT
 3,057 SQ. FT.
 0.07 ACRES

EASEMENT
 BK 786 PG 562
 TO BE VACATED
 BY SEPARATE
 INSTRUMENT
 EASEMENT TO
 BE RETAINED
 AT THIS TIME
 (EXC. NO. 14)

TRACT "C"
 LANDSCAPE
 BUFFER
 12,240 SQ. FT.
 0.28 ACRES

10' EASEMENT
 REC. NO. B336911
 TO BE VACATED
 BY THIS PLAT
 (EXC. NO. 20)

SW CORNER SW1/4
 SEC. 9, T3S, R68W
 FOUND ALLOY CAP STAMPED
 PLS 16406 IN RANGE BOX

WEST 56TH AVENUE
 R.O.W. VARIES

1329.26' A.M.
 N89°48'07"E

SW CORNER SE1/4 SW1/4
 SEC. 9, T3S, R68W
 FOUND ALLOY CAP STAMPED
 PLS 27269 IN RANGE BOX

1328.84'
 S89°48'07"W

SOUTH 1/4 CORNER
 SEC. 9, T3S, R68W
 FOUND ILLEGIBLE ALLOY
 CAP IN RANGE BOX
 FOUND MONUMENT IS A
 5.00' WITNESS CORNER
 AS PER MONUMENT RECORDS

CENTER 1/4 CORNER
 SEC. 9, T3S, R68W
 FOUND 2" DIA. ALLOY
 CAP IN RANGE BOX
 STAMPED PLS 24942

PECOS STREET
 R.O.W. VARIES

2646.62' A.M. N00°00'00"E
 EAST LINE OF THE SOUTHWEST 1/4
 SECTION 9, T3S, R68W
 BASIS OF BEARINGS

PECOS STREET
 R.O.W. VARIES

5.00'

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Pecos Logistics Park, LLLP, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

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

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

1. **Engineering Services.**

- a. Developer's Obligations. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibits C, D, E and F and the signal design included in Exhibit B attached hereto, and by this reference made a part hereof.
- b. County's Obligations. County shall furnish, at its own expense, all engineering and other services and necessary permits in connection with the design of the half street improvements described and detailed in Exhibit B. Developer shall be responsible for the construction and costs for improvements on the west half of Pecos Street as outlined in Exhibit B.

2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit B, C, D, E and F for approval by the County. Cost estimates are detailed on Exhibit G. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.

3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibits B, C, D, E and F.

4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement by no later than December 31, 2021. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit B, C, D and E. Any extension greater than 180 days is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.

5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$2,548,622, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and Preliminary Acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of Preliminary Acceptance.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been

approved. No certificate of occupancy will be issued until the improvements described in Exhibit B, C, D and E have been preliminarily accepted by the Department of Public Works.

Building permits will only be issued if access for emergency vehicles is provided and a temporary sediment basin is constructed. To facilitate the construction of the sediment basin, grading and retaining wall(s) construction will be required. The County agrees to issue grading, utility and retaining wall permits in advance of final plat approval and building permits to accommodate this requirement. A Certificate of Occupancy will not be issued until such time as the permanent pond is constructed and accepted by Adams County and the improvements described in Exhibits B, C, D, E and F have been preliminarily accepted by the Department of Public Works.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated “public” on Exhibits B, C, D and E shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.

Developer shall maintain all landscape and water quality features included in public right-of-way as designated on Exhibits B, C, D and E.

7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit A attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. Improvements.

Public Improvements:

Public improvements include half street improvements on Pecos St, 56th Avenue, Tejon St and Vallejo St. Improvements to consist of improved roadway cross sections, curb and gutter, sidewalks, water quality swales, utilities and landscaping. Developer shall design and construct Pecos temporary transition details, Adams County shall design and construct Pecos median structure.

See Exhibits B, C, D and E for detailed description.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibits B, C, D and E.

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

Right of way along Pecos Street, 56th Avenue and Vallejo Street are to be dedicated by the Final Plat and the Platting Process.

Jason J. Miller
Authorized Signatory
Pecos Logistics Park, LLLP
Developer

By: _____
Name, Title

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____,
2020__, by _____
_____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2020

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$2,548,622. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description: See attached Legal Description

Public Improvements: See attached Exhibits B, C, D, E

Construction Completion Date: By December 31, 2021

Initials or signature of Developer: _____

PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

LIST OF EXHIBITS TO THE AGREEMENT

- Exhibit A:** Pecos Logistics Park Legal Description
- Exhibit B:** Pecos Street Improvement Drawings & Proposed New Pecos Street Traffic Signal Drawings
- Exhibit C:** 56th Street Improvement Drawings
- Exhibit D:** Vallejo Street Improvement Drawings
- Exhibit E:** Tejon Street Improvement Drawings
- Exhibit F:** Tract A Detention Pond Drawings
- Exhibit G:** Opinion of Estimated Costs for Exhibits B-F
-

PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

EXHIBIT A: LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING A FOUND 2" DIA. ALLOY CAP STAMPED PLS 24942 IN RANGE BOX; THENCE S02°55'20"W, 924.39 FEET TO THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2018000084369, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PECOS STREET; THENCE ALONG THE SAID WEST RIGHT-OF-WAY LINE OF PECOS STREET THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

1. THENCE S00°59'29"E, 297.70 FEET;
2. THENCE S00°58'57"E, 117.77 FEET;
3. THENCE S00°00'00"W, 100.17 FEET;
4. THENCE S00°06'02"E, 147.43 FEET;
5. THENCE S00°00'00"W, 742.71 FEET;
6. THENCE S89°48'07"W, 10.30 FEET;
7. THENCE S00°00'00"W, 267.86 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PECOS STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. THENCE S89°48'07"W, 948.20 FEET;
2. THENCE S00°05'00"E, 10.00 FEET;
3. THENCE S89°48'07"W, 271.20 FEET;
4. THENCE N00°05'00"W, 10.00 FEET;
5. THENCE S89°48'07"W, 30.00 FEET TO A POINT ON THE EAST LINE OF TEJON STREET;

THENCE N00°05'00"W ALONG THE SAID EAST LINE OF SAID TEJON STREET, 481.60 FEET; THENCE DEPARTING FROM SAID EAST LINE OF SAID TEJON STREET S89°48'07"W, 362.20 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2012000088342 OF THE ADAMS COUNTY RECORDS; THENCE S00°05'00"E ALONG THE EAST LINE OF SAID PARCEL OF LAND AND SAID LINE EXTENDED, 276.60 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2016000021659 OF THE ADAMS COUNTY RECORDS; THENCE S89°48'07"W ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 332.20 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, SAID POINT ALSO BEING ON THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS; THENCE N00°05'00"W ALONG THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, 90.62 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF VALLEJO STREET; THENCE N89°48'07"E ALONG THE SOUTH LINE OF VALLEJO STREET, 10.00 FEET TO A POINT ON THE EAST LINE OF VALLEJO STREET; THENCE ALONG THE EAST LINE OF VALLEJO STREET THE FOLLOWING TWO (2) COURSES;

1. THENCE N00°05'00"W, 314.38 FEET;
2. THENCE N00°01'00"E, 393.38 FEET;

THENCE S89°51'16"W, 10.00 FEET; THENCE N00°01'00"E ALONG THE EAST LINE OF VALLEJO STREET AND SAID LINE EXTENDED, 517.61 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2007000058444 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF THE BNSF RAILROAD RIGHT-OF-WAY AS RECORDED AT RECEPTION NO. 2019000015214 OF THE ADAMS COUNTY RECORDS; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 396.20 FEET, A RADIUS OF 1475.85 FEET, A CENTRAL ANGLE OF 15°22'53", A CHORD DISTANCE OF 395.01 FEET AND WHOSE CHORD BEARS S85°50'00"W TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BNSF RAILROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 106.88 FEET, A RADIUS OF 1382.69 FEET, A CENTRAL ANGLE OF 04°25'43", A CHORD DISTANCE OF 106.85 FEET AND WHOSE CHORD BEARS S75°19'31"W; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD S73°06'32"W, 181.25 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE N00°16'37"W ALONG THE SAID WEST LINE OF THE SAID SOUTHWEST ¼ OF SAID SECTION 9, 104.36 FEET; THENCE N73°06'39"E ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD, 151.41 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 115.66 FEET, A RADIUS OF 1482.69 FEET, A CENTRAL

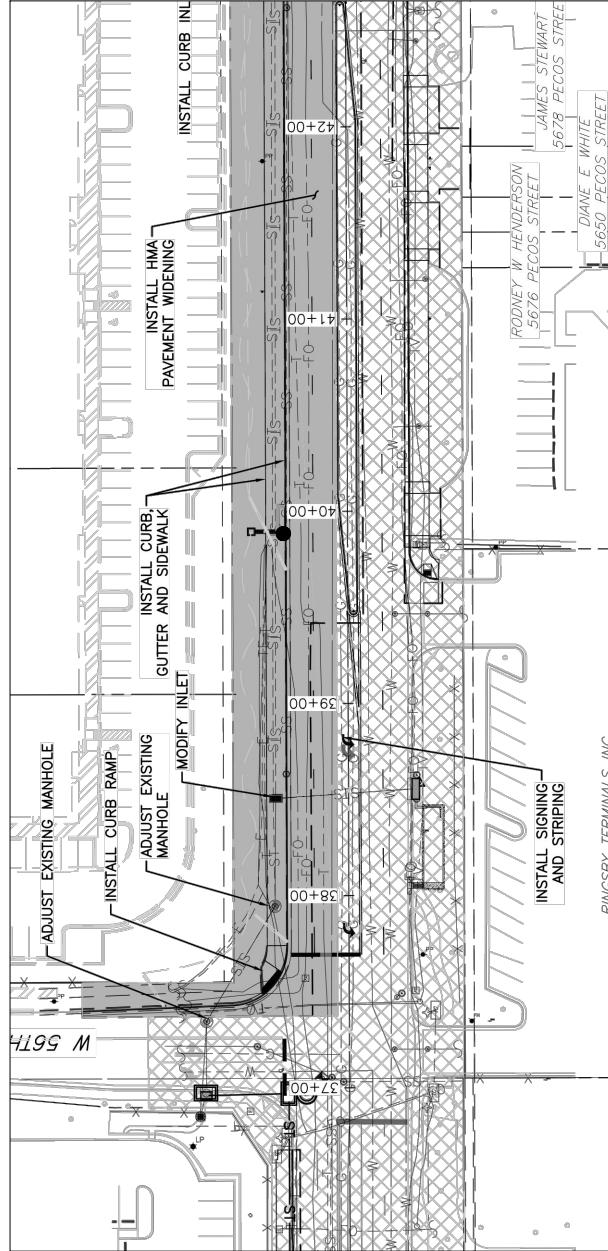
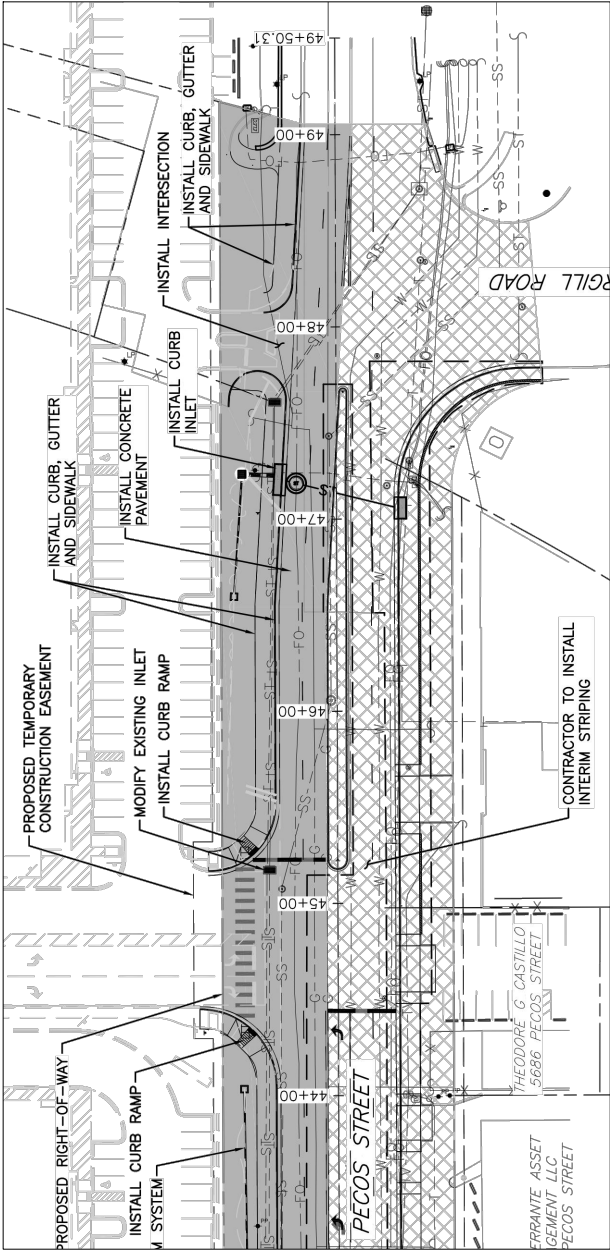
ANGLE OF 04°28'10", A CHORD DISTANCE OF 115.63 FEET AND WHOSE CHORD BEARS N75°20'49"E TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 737.76 FEET, A RADIUS OF 1575.85 FEET, A CENTRAL ANGLE OF 26°49'26", A CHORD DISTANCE OF 731.04 FEET AND WHOSE CHORD BEARS S88°26'43"E; THENCE CONTINUING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD S75°02'00"E, 560.87 FEET; THENCE N01°28'00"W, 125.57 FEET; THENCE N88°32'00"E, 427.11 FEET; THENCE S75°02'00"E, 47.91 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND IN DEED RECORDED AT RECEPTION NO. 2018000084369 OF THE ADAMS COUNTY RECORDS; THENCE N02°21'23"E ALONG THE WEST LINE OF SAID PARCEL OF LAND, 86.37 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE N85°52'05"E ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 617.19 FEET TO THE POINT OF BEGINNING,

COUNTY OF ADAMS,
STATE OF COLORADO

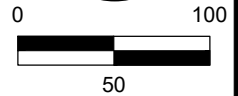
THE ABOVE DESCRIBED PARCEL CONTAINS 2,899,197 SQUARE FEET OR 66.56 ACRES MORE OR LESS.

EXHIBIT B - PECOS STREET IMPROVEMENTS

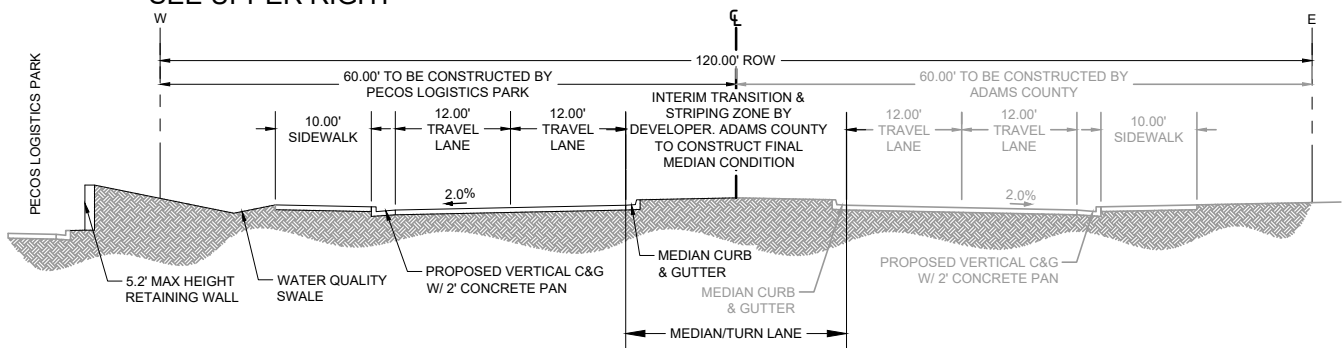
SEE LOWER LEFT



LEGEND
 IMPROVEMENTS BY ADAMS COUNTY
 IMPROVEMENTS BY DEVELOPER



SEE UPPER RIGHT



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; xv-row; xc-wq-dsgn



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NORTH PECOS STREET
 EXHIBIT
 PECOS LOGISTICS PARK

SHEET
B

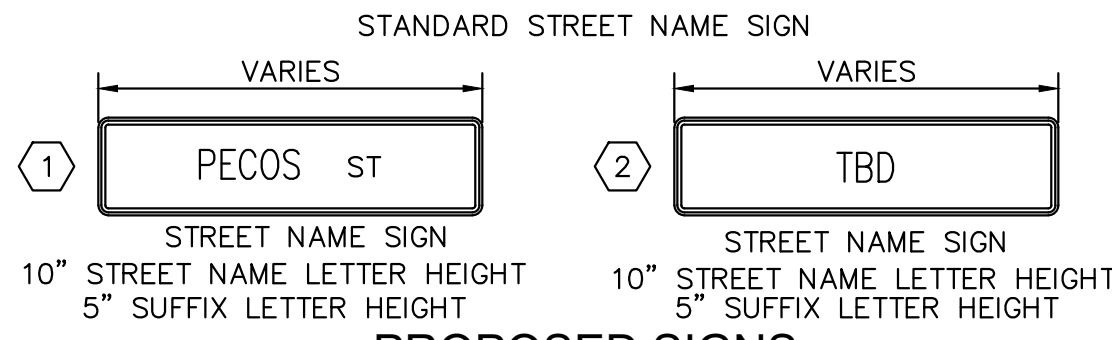
SCALE: 1" = 100'
 DATE: 04/03/20

\kimley-horn.com\nt_den1\DEN_PublicSector\096799001_Pecos Street Signal\CADD Sheets\2020-01-27_096799001_TS.dwg Loeffler, Tyler 3/25/2020 5:23 PM
 THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

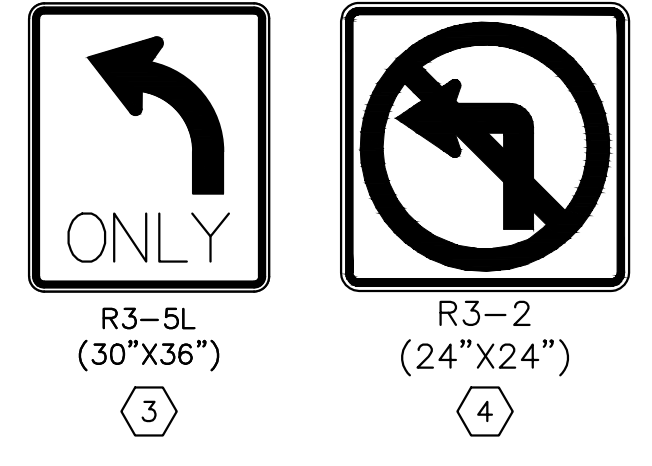
LEGEND

- TRAFFIC SIGNAL POLE, FOUNDATION AND MAST ARM (LENGTH XX')
- PROPOSED TRAFFIC SIGNAL HEAD W/ BACKPLATE
- PROPOSED TRAFFIC SIGNAL HEAD W/O BACKPLATE
- PROPOSED TRAFFIC SIGNAL HEAD W/ BACKPLATE
- PROPOSED TRAFFIC SIGNAL HEAD W/O BACKPLATE
- PROPOSED PULL BOX (30"x18"x12")
- PROPOSED CONDUIT (AS SHOWN)
- PROPOSED LUMINAIRE
- PROPOSED SIGNAL POLE PUSH BUTTON
- PROPOSED OPTICOM DETECTOR
- PROPOSED SIGNAL POLE/MAST ARM MOUNTED SIGN
- PROPOSED PEDESTRIAN SIGNAL
- PROPOSED PREEMPT DETECTION CAMERA
- PROPOSED PEDESTRIAN PUSH BUTTON POST

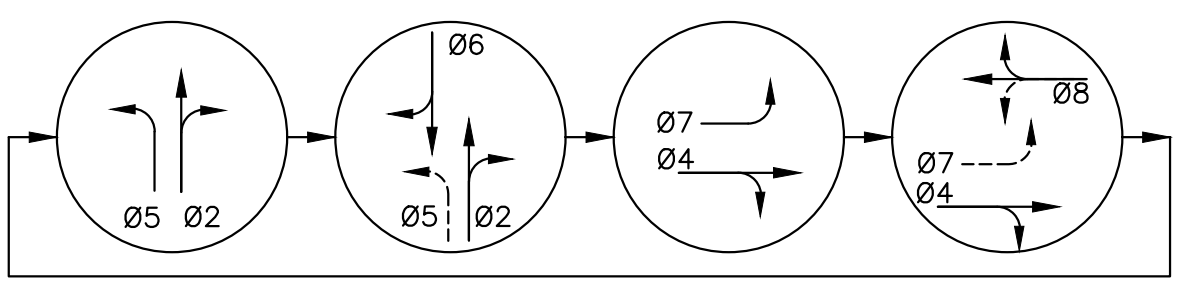
STREET NAME SIGNS LEGEND



PROPOSED SIGNS



PROPOSED PHASING



- KEY**
- PROTECTED TRAFFIC MOVEMENT
 - PERMISSIVE TRAFFIC MOVEMENT

NOTES

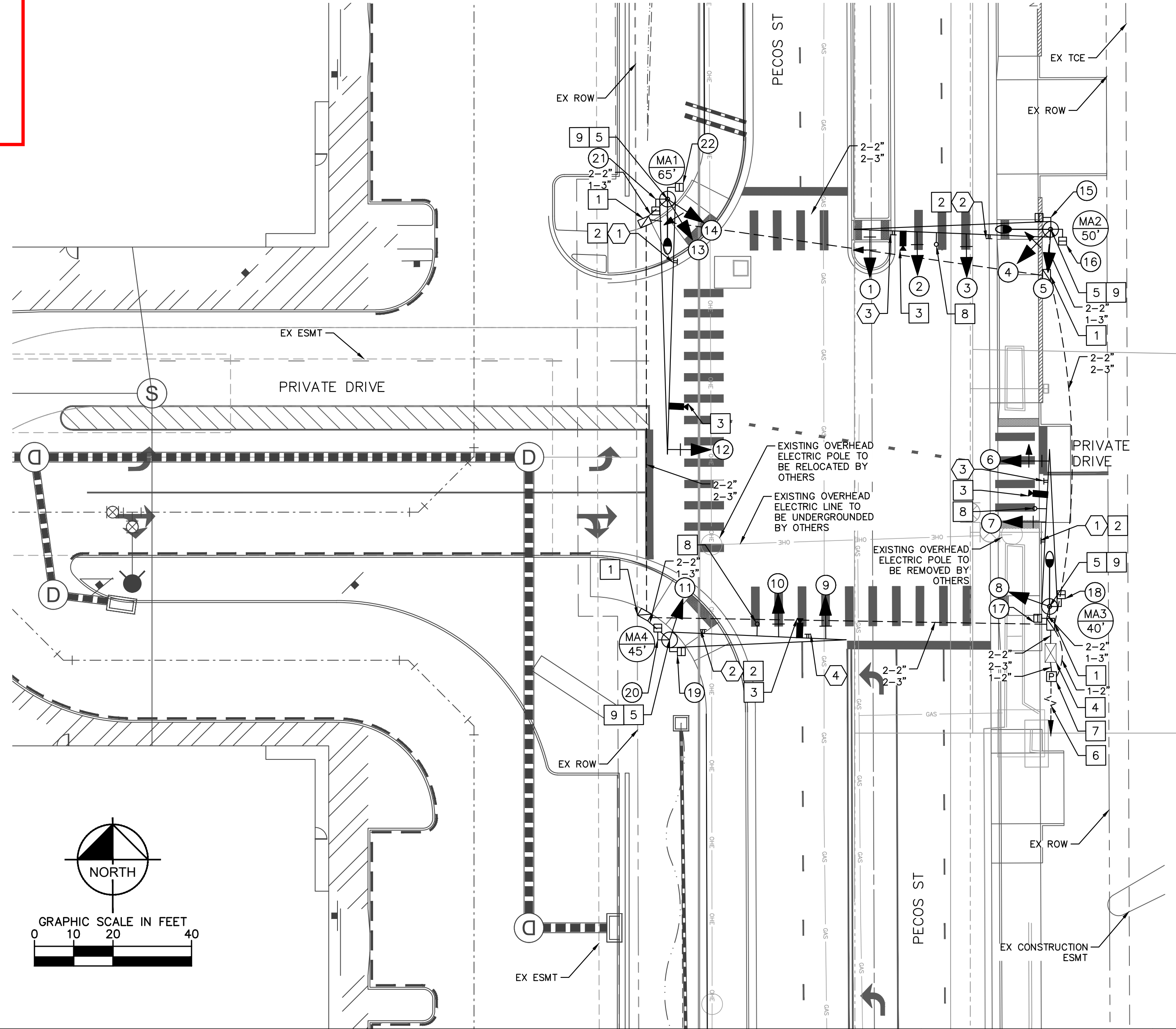
1. SIGNAL PHASING SHOWN IS FOR REFERENCE ONLY. CONTRACTOR SHALL CONTACT ADAMS COUNTY TO COORDINATE SIGNAL TIMING.
2. THE NORTH/SOUTH PEDESTRIAN CROSSING ON THE EAST SIDE OF PECOS STREET SHALL BE PRE-TIMED

| SIGNAL POLE SCHEDULE | | | | |
|--------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| POLE NUMBER | MA-1 | MA-2 | MA-3 | MA-4 |
| MAST ARM LENGTH | 65' | 50' | 40' | 45' |
| NORTHING/EASTING | N = 1170892.31 E = 3139463.20 | N = 1170884.63 E = 3139560.81 | N = 1170788.59 E = 3139560.49 | N = 1170784.86 E = 3139457.58 |
| APPROXIMATE TOP OF CAISSON ELEVATION | MATCH PROPOSED | MATCH EXISTING | MATCH EXISTING | MATCH PROPOSED |

EXHIBIT B
PECOS STREET PROPOSED TRAFFIC SIGNAL

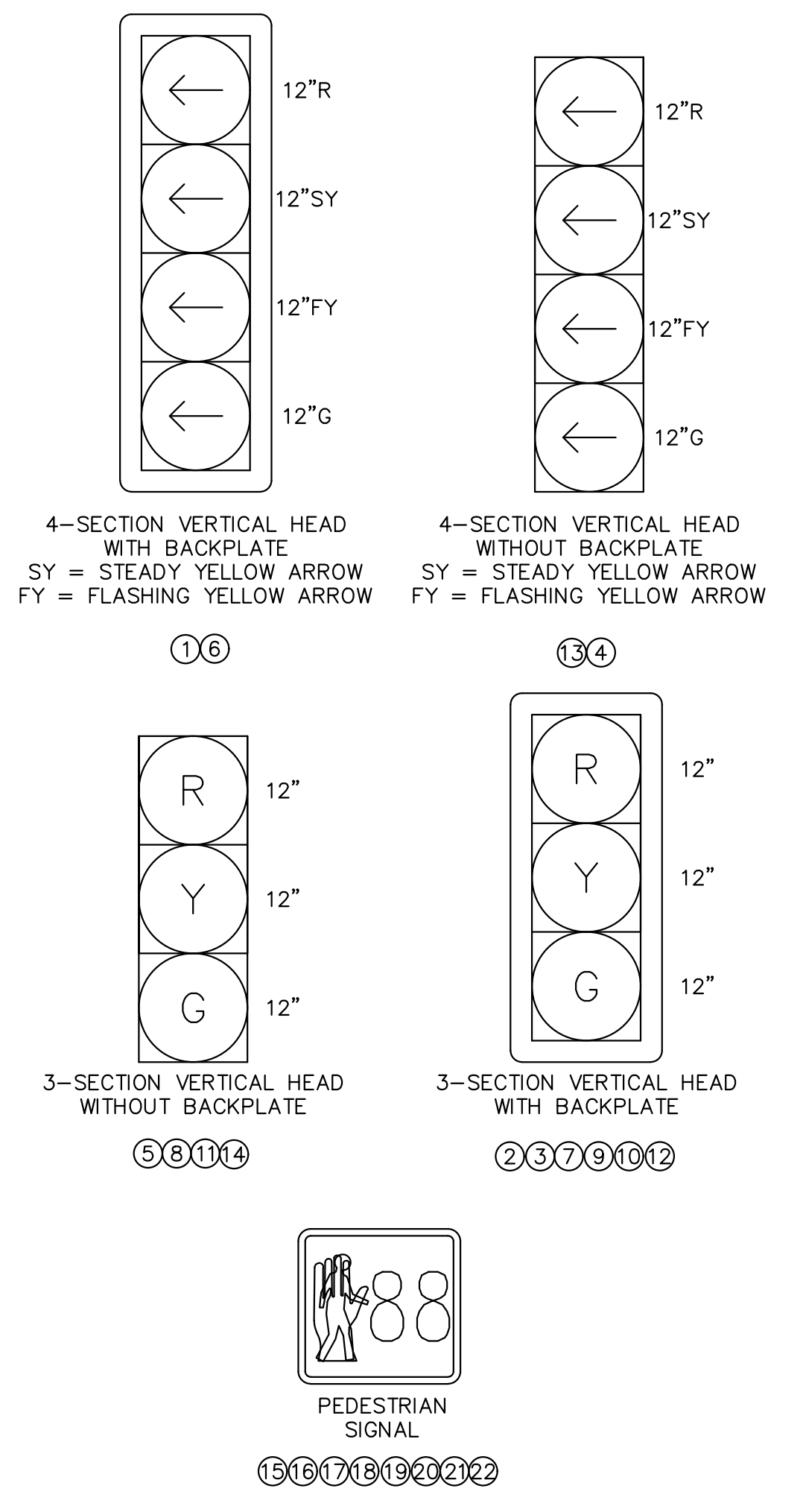
NOTES

1. ALL STRIPING SHOWN IS DIAGRAMMATIC ONLY. REFERENCE DEVELOPMENT OFFSITE PLANS FOR FINAL STRIPING PLAN.
2. THE EXISTING NORTH-SOUTH RUNNING OVERHEAD ELECTRIC LINE IS TO REMAIN IN PLACE. THE EXISTING TELECOMMUNICATION LINES SHALL BE REMOVED WITHIN THE OVERHEAD SPAN BY OTHERS. THE CONTRACTOR SHALL COORDINATE WITH XCEL TO CONFIRM THAT SUFFICIENT CLEARANCE FROM THE PROPOSED MAST ARMS AND EXISTING OVERHEAD POWER LINE IS PROVIDED.
3. THE EXISTING EAST-WEST RUNNING OVERHEAD ELECTRIC LINE IS TO BE REMOVED AND UNDERGROUNDED BY OTHERS. THE EXISTING POWER POLES SUPPORTING THIS RUN SHALL BE REMOVED AND/OR RELOCATED BY OTHERS. CONTRACTOR SHALL CONFIRM LOCATION OF UNDERGROUNDED LINE WITH XCEL PRIOR TO BEGINNING WORK.
4. ALL WORK SURROUNDING THE OVERHEAD ELECTRIC LINES DETAILED ABOVE AND REQUIRED BY XCEL AND TELECOM PROVIDERS MUST BE COMPLETED PRIOR TO BEGINNING WORK. REFERENCE PLAN SHEET BY OTHERS FOR REMOVALS.



SIGNAL NOTES

- 1 FURNISH AND INSTALL NEW TYPE FOUR PULL BOX (SIGNAL COMPONENT PULL BOX)
- 2 FURNISH AND INSTALL STREET NAME SIGN PER ADAMS COUNTY STANDARDS AND SPECIFICATIONS
- 3 FURNISH AND INSTALL TC-CK1-SBE INTERSECTION MOTION AND PRESENCE MICROWAVE SENSOR DETECTION ON CDOT STYE BRACKET ON TRAFFIC SIGNAL POLE. DETECTION SHALL BE PROVIDED FOR PRESENCE AND ADVANCED DETECTION. FINAL LOCATION, POSITION, HEIGHT, AND MOUNTING REQUIREMENTS OF THE DETECTOR SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS.
- 4 FURNISH AND INSTALL TS2 TYPE 1 TRAFFIC CONTROL MODULAR 8 CABINET ASSEMBLY WITH A COBALT ATC TRAFFIC CONTROLLER BY ECONOLITE PER ADAMS COUNTY STANDARDS.
- 5 FURNISH AND INSTALL TRAFFIC SIGNAL POLE, MAST ARM, AND FOUNDATION PER CDOT STANDARDS S-614-40 AND S-614-40A. SIGNAL POLE SHALL BE HOT DIPPED GALVANIZED INSIDE AND OUT ACCORDING TO ASTM A123, AND PAINTED PER ADAMS COUNTY STANDARDS. POLE LOCATIONS TO BE FIELD VERIFIED WITH ADAMS COUNTY PRIOR TO INSTALLATION.
- 6 COORDINATE ELECTRICAL CONNECTION WITH XCEL ENERGY. INSTALL NEW METER AND OBTAIN ADDRESS FROM ADAMS COUNTY.
- 7 FURNISH AND INSTALL ELECTRIC METER
- 8 FURNISH AND INSTALL OPTICOM DETECTOR
- 9 INSTALL PEDESTRIAN PUSH BUTTON(S) ON TRAFFIC SIGNAL POLE



PROPOSED SIGNAL FACES

Print Date: March 25, 2020
 Drawing File Name: 2020-01-27_096799001_TS.DWG
 Horiz. Scale: NA Vert. Scale: NA

KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET,
 SUITE 1500
 DENVER, COLORADO 80237
 (303) 228-2300

| Index of Revisions | | |
|--------------------|-----------|-------|
| Date: | Comments: | Init. |
| | | |
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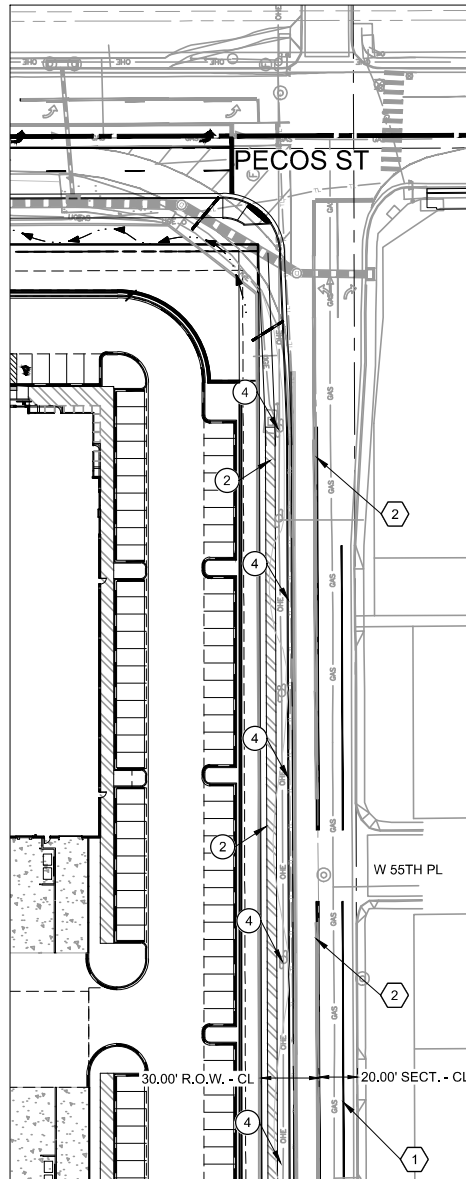
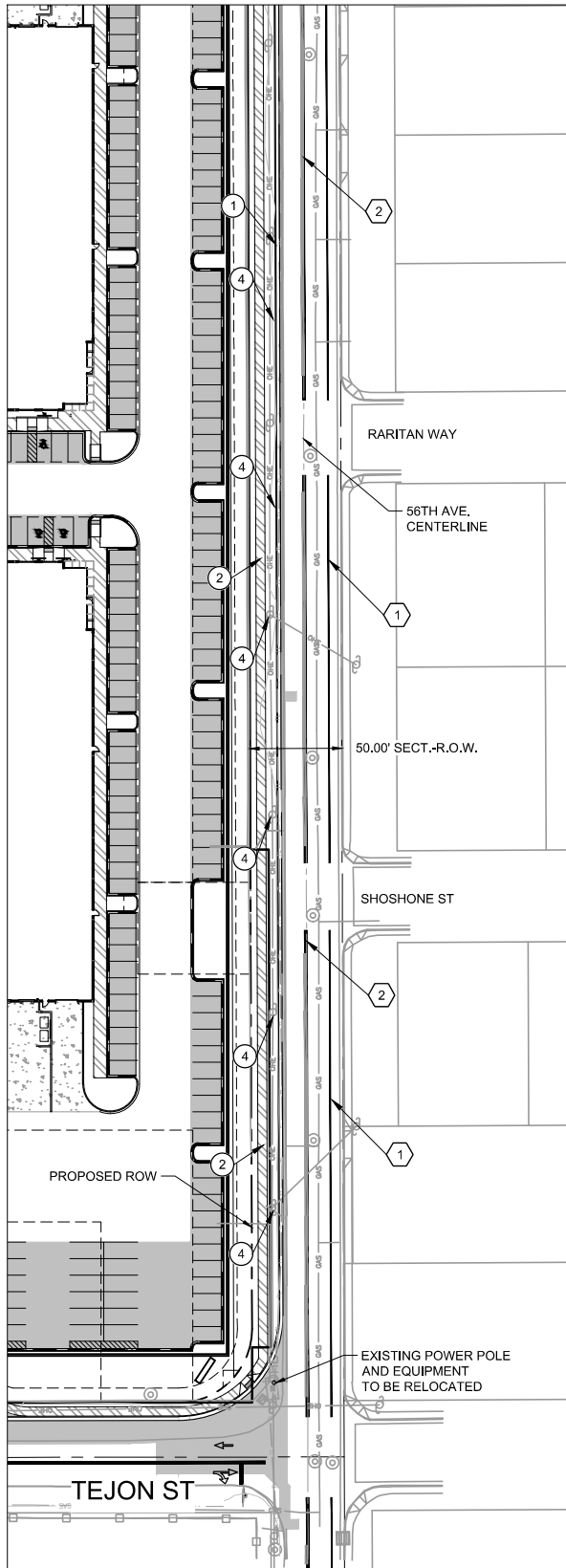
Kimley»Horn

4582 S. ULSTER STREET, SUITE 1500
 DENVER, CO 80237
 Phone: (303) 228-2300

| As Constructed | TRAFFIC SIGNAL/SIGNING & STRIPING PLAN | | Project No./Code |
|----------------|--|----------------------|------------------|
| No Revisions: | Designer: MEC | | 096799001 |
| Revised: | Detailer: TJL | | |
| Void: | Sheet Subset: TSIG | Subset Sheet: 1 of 1 | Sheet Number 3 |

EXHIBIT C - 56TH AVENUE IMPROVEMENTS

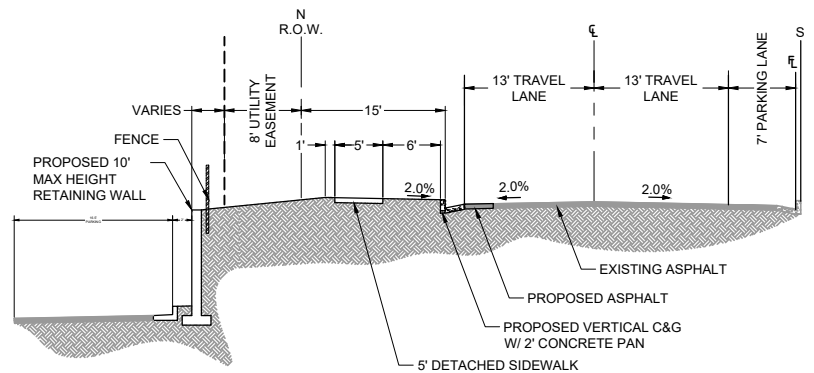
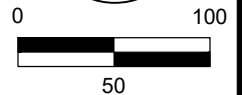
SEE BOTTOM RIGHT



SEE TOP LEFT

KEYNOTES:

- ① VERTICAL CURB AND GUTTER W/ 2' PAN
- ② 5' WALK
- ③ VERTICAL CURB AND GUTTER W/ 2' PAN AND WALK
- ④ OVERHEAD UTILITY TO REMAIN
- ① 4" SOLID DOUBLE YELLOW STRIPE
- ② 4" SOLID WHITE STRIPE



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; XV-row; xc-wq-dsgn



HRGreen.com

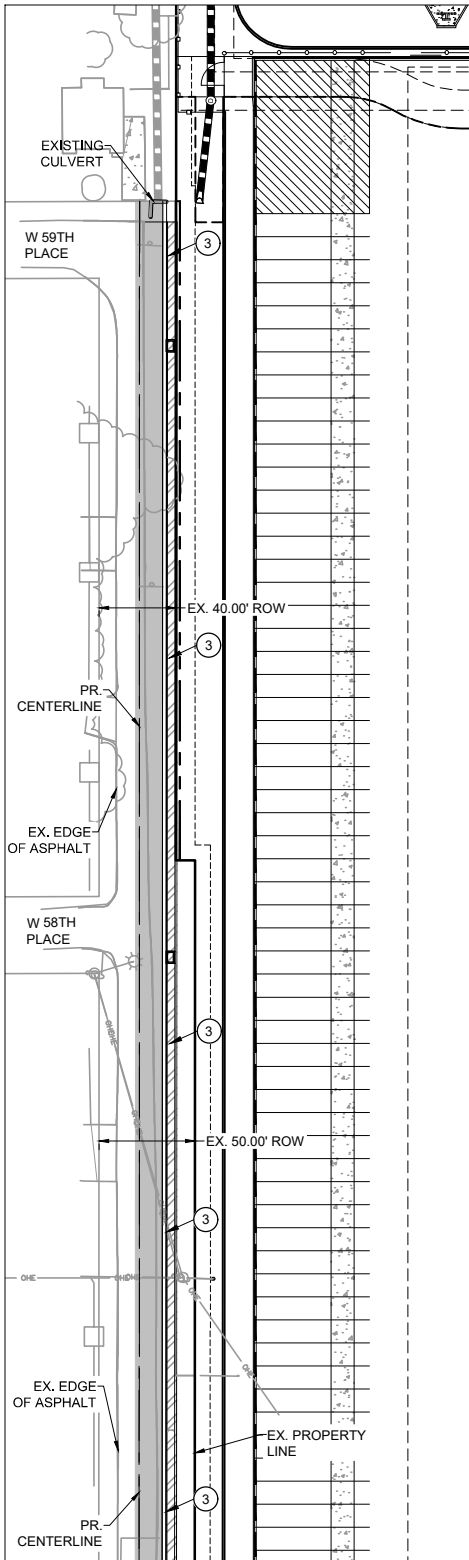
WEST 56TH AVENUE
EXHIBIT
PECOS LOGISTICS PARK

SHEET
C

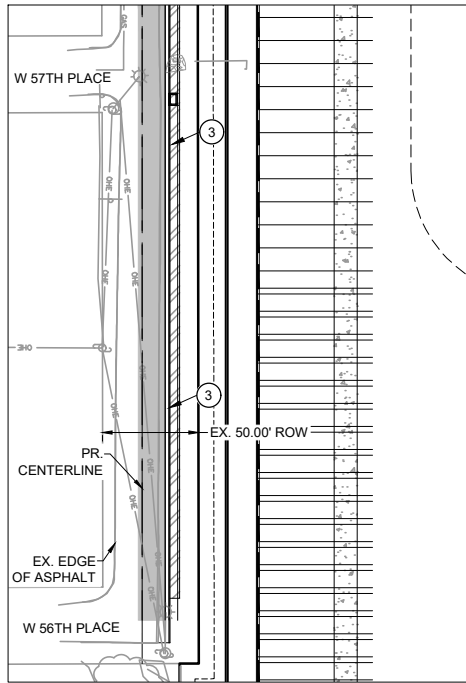
SCALE: 1" = 100'
DATE: 04/03/20

EXHIBIT D - VALLEJO STREET IMPROVEMENTS

SEE BOTTOM RIGHT

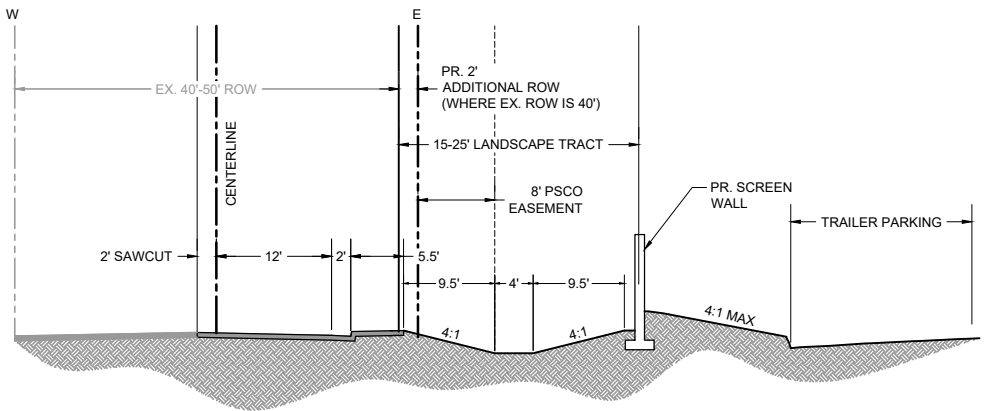


SEE TOP LEFT



KEYNOTES:

- ① VERTICAL CURB AND GUTTER W/ 2' PAN
- ② 5' WALK
- ③ VERTICAL CURB AND GUTTER W/ 2' PAN AND WALK
- ④ OVERHEAD UTILITY TO REMAIN
- ① 4" SOLID DOUBLE YELLOW STRIPE
- ② 4" SOLID WHITE STRIPE



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; xv-row; xc-wq-dsgn



HRGreen.com

VALLEJO STREET

EXHIBIT

PECOS LOGISTICS PARK

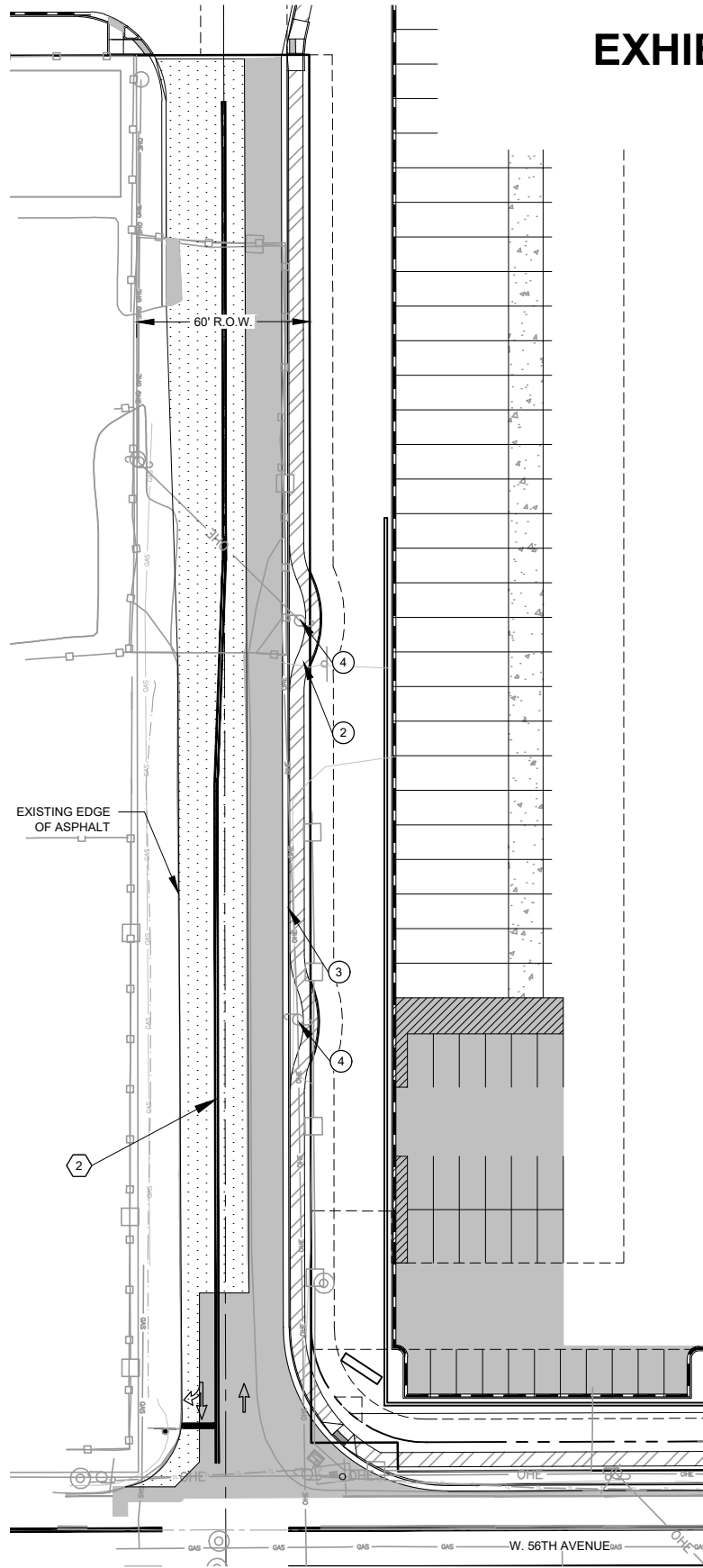
SHEET

D

SCALE: 1" = 100'

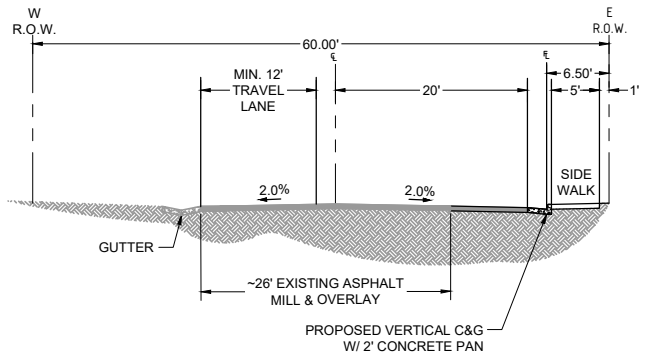
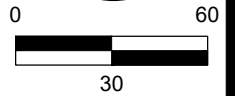
DATE: 04/23/20

EXHIBIT E - TEJON STREET IMPROVEMENTS



KEYNOTES:

- ① VERTICAL CURB AND GUTTER W/ 2' PAN
- ② 5' WALK
- ③ VERTICAL CURB AND GUTTER W/ 2' PAN AND WALK
- ④ OVERHEAD UTILITY TO REMAIN
- ⑤ 4" SOLID DOUBLE YELLOW STRIPE
- ⑥ 4" SOLID WHITE STRIPE



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; xv-row; xc-wq-dsgn



HRGreen.com

TEJON STREET

EXHIBIT

PECOS LOGISTICS PARK

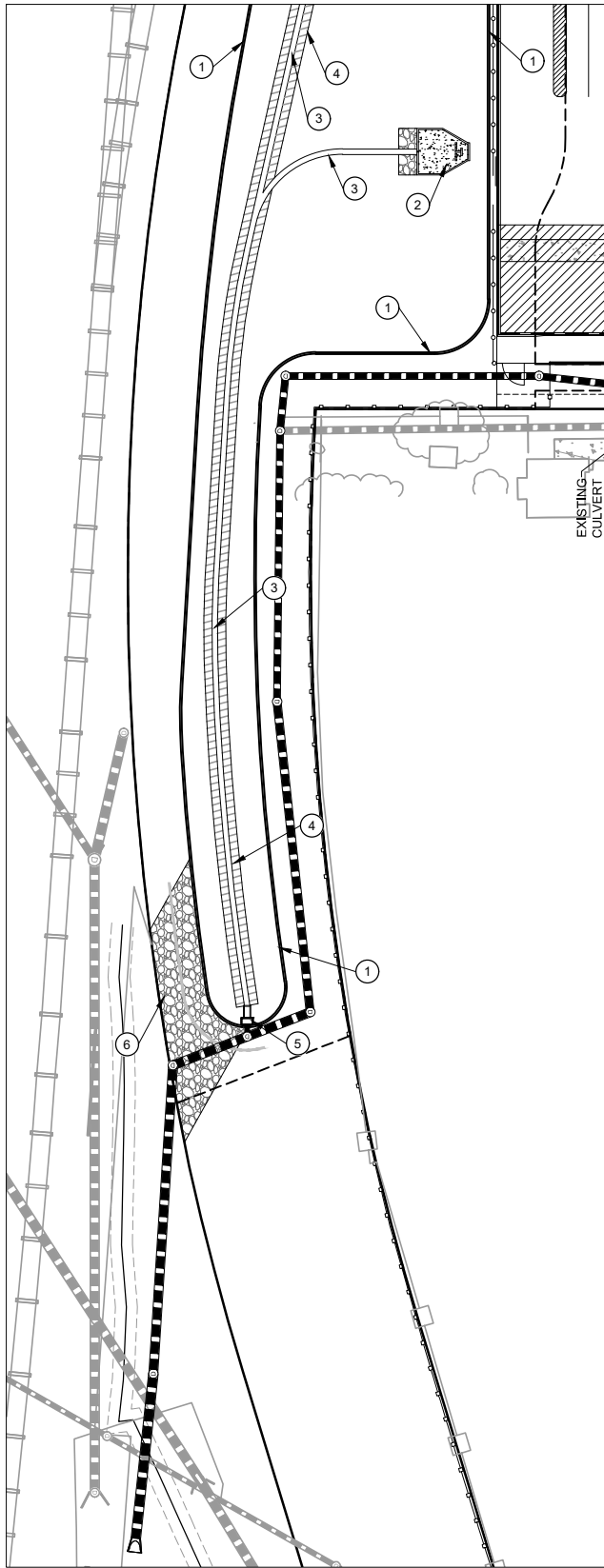
SHEET

E

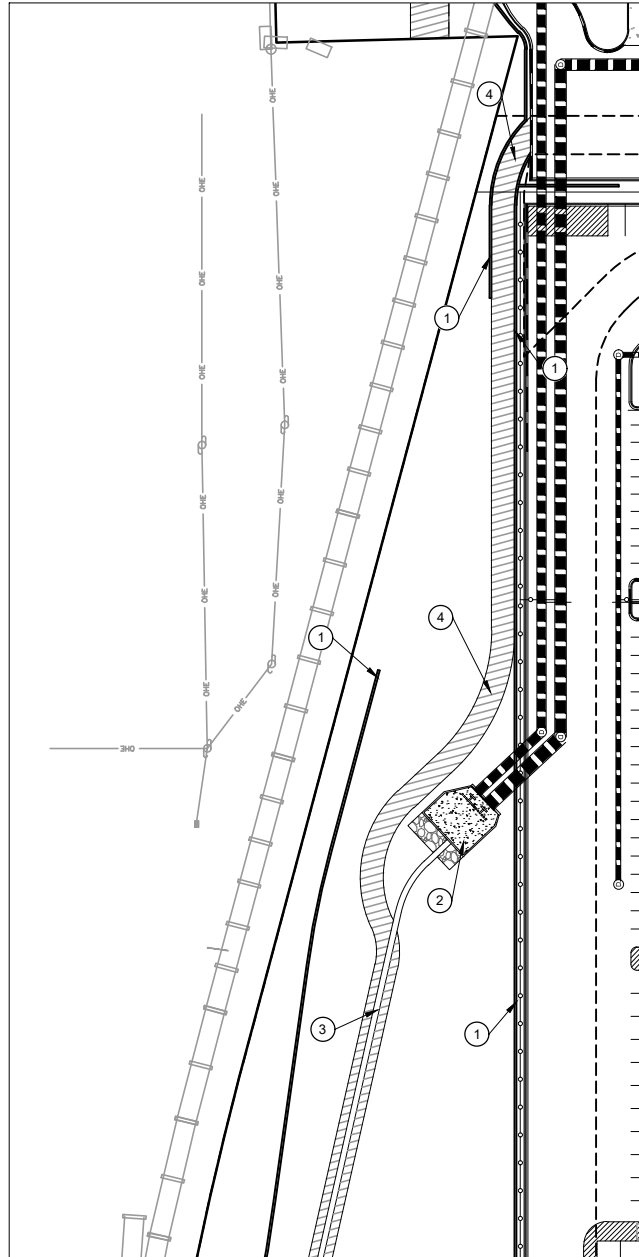
SCALE: 1" = 60'

DATE: 12/13/19

EXHIBIT F - DETENTION POND

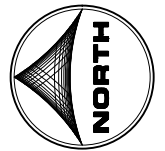


SEE BOTTOM RIGHT



KEYNOTES:

- ① RETAINING WALL
- ② FOREBAY
- ③ TRICKLE CHANNEL
- ④ MAINTENANCE ACCESS
- ⑤ OUTLET STRUCTURE
- ⑥ EMERGENCY OVERFLOW



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; xv-row; xc-wq-dsgn



HRGreen.com

DETENTION POND
EXHIBIT
PECOS LOGISTICS PARK

SHEET
F

SCALE: 1" = 60'
DATE: 04/22/20

PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

EXHIBIT G: OPINION OF ESTIMATED COSTS FOR OFF-SITE STREET IMPROVEMENTS

| Description | Quantity | unit of measure | amount | total | | | |
|---|----------|--------------------|------------|------------|------------|------------------------------------|--|
| Pecos Street | | | | | | | |
| Layout | 1214 | lf | \$ 9 | \$ 10,926 | | | |
| Sawcutting | 1519 | lf | \$ 3 | \$ 4,557 | | | |
| Demolition | 32708 | sf | \$ 2 | \$ 65,416 | | | |
| Excavation | 48194 | sf | \$ 1 | \$ 49,640 | | | |
| Street Utilities | 1519 | lf | \$ 107 | \$ 162,108 | | | |
| Street Curb & Gutter | 1482 | lf | \$ 18 | \$ 26,469 | | | |
| 10' City Sidewalk | 12340 | sf | \$ 5 | \$ 57,258 | | | |
| Curbcuts | 986 | sf | \$ 12 | \$ 11,852 | | | |
| City Handicap Ramps | 5 | ea | \$ 1,850 | \$ 9,250 | | | |
| Asphalt Paving | 3545 | sy | \$ 55 | \$ 194,089 | | | |
| Striping & Signage | 1449 | lf | \$ 10 | \$ 14,186 | | | |
| Bio-Swale | 1519 | lf | \$ 50 | \$ 75,950 | | | |
| Traffic Signal | 1 | ls | \$ 225,000 | \$ 225,000 | \$ 906,699 | Exhibit B - Pecos Street | |
| 56th Street | | | | | | | |
| Layout | 1276 | lf | \$ 9 | \$ 11,484 | | | |
| Sawcutting | 1276 | lf | \$ 3 | \$ 3,828 | | | |
| Demolition | 7656 | sf | \$ 1 | \$ 8,651 | | | |
| Excavation | 26242 | sf | \$ 1 | \$ 27,554 | | | |
| Street Utilities | 308 | lf | \$ 87 | \$ 26,787 | | | |
| Street Curb & Gutter | 1304 | lf | \$ 18 | \$ 23,276 | | | |
| 5'-0" Sidewalk | 6340 | sf | \$ 5 | \$ 30,495 | | | |
| City Handicap Ramps | 1 | ea | \$ 1,850 | \$ 1,850 | | | |
| Asphalt Paving | 507 | sy | \$ 70 | \$ 35,490 | | | |
| Striping & Signage | 4224 | lf | \$ 2 | \$ 8,448 | | | |
| Traffic Control | 1276 | lf | \$ 10 | \$ 12,760 | \$ 190,624 | Exhibit C - 56th Street | |
| Vallejo Street | | | | | | | |
| Layout | 1030 | lf | \$ 9 | \$ 9,270 | | | |
| Sawcutting | 1030 | lf | \$ 3 | \$ 3,090 | | | |
| Demolition | 10300 | sf | \$ 1 | \$ 11,639 | | | |
| Excavation | 21033 | ls | \$ 1 | \$ 21,664 | | | |
| Erosion Control | 1 | ls | \$ 5,860 | \$ 5,860 | | | |
| Bio-Swale | 1030 | lf | \$ 50 | \$ 51,500 | | | |
| Street Curb & Gutter | 1030 | lf | \$ 18 | \$ 18,355 | | | |
| City Sidewalks | 5150 | sf | \$ 6 | \$ 30,488 | | | |
| Asphalt Paving | 704 | sy | \$ 81 | \$ 56,700 | | | |
| Rotomill & Overlay Existing Asphalt | 687 | sy | \$ 31 | \$ 21,297 | | | |
| Striping & Signage | 2060 | lf | \$ 2 | \$ 4,120 | | | |
| Signage | 6 | ea | \$ 250 | \$ 1,500 | | | |
| Traffic Control | 1030 | lf | \$ 15 | \$ 15,450 | \$ 250,933 | Exhibit D - Vallejo Street | |
| Tejon Street | | | | | | | |
| Layout | 530 | lf | \$ 9 | \$ 4,770 | | | |
| Sawcutting | 656 | lf | \$ 3 | \$ 1,968 | | | |
| Demolition | 17166 | sf | \$ 1 | \$ 18,024 | | | |
| Excavation | 26076 | sf | \$ 1 | \$ 36,767 | | | |
| Street Curb & Gutter | 621 | lf | \$ 18 | \$ 11,004 | | | |
| 5' Sidewalk | 2710 | sf | \$ 5 | \$ 13,252 | | | |
| City Handicap Ramps | 1 | ea | \$ 1,850 | \$ 1,850 | | | |
| Asphalt Paving | 2479 | sy | \$ 60 | \$ 148,740 | | | |
| Striping & Signage | 1128 | lf | \$ 2 | \$ 2,504 | | | |
| Traffic Control | 530 | lf | \$ 15 | \$ 7,950 | | | |
| Misc. | 530 | lf | \$ 20 | \$ 10,611 | \$ 257,440 | Exhibit E - Tejon Street | |
| Tract A Pond and Outfall Structure | | | | | | | |
| Surveying & Layout | 1 | ea | \$ 7,500 | \$ 7,500 | | | |
| Excavation & Grading | 1 | ea | \$ 64,650 | \$ 64,650 | | | |
| Forebays | 1 | ea | \$ 42,000 | \$ 42,000 | | | |
| Landscaping | 1 | ea | \$ 32,325 | \$ 32,325 | | | |
| Trickle Channel | 1 | ea | \$ 24,125 | \$ 24,125 | | | |
| Maintenance Road | 1 | ea | \$ 18,540 | \$ 18,540 | | | |
| Type "L" Rip Rap | 1 | ea | \$ 90,160 | \$ 90,160 | | | |
| Outlet Structure | 1 | ea | \$ 41,400 | \$ 41,400 | \$ 320,700 | Exhibit F - Tract A Detention Pond | |

| | Year 1 | Year 2 |
|---|--------------|------------|
| Cost Estimate from Exhibit "B-F" | \$ 1,926,396 | |
| Additional 20% for Administration | \$ 385,279 | |
| Total Cost with 20% Admin | \$ 2,311,675 | |
| Additional 5% per year of Total Cost with 20% Admin | \$ 115,584 | \$ 121,363 |
| Total Cost Per Year | \$ 2,427,259 | \$ 121,363 |
| Grand Total | \$ | 2,548,622 |



Development Review Team Comments

Date: 4/11/2019

Project Number: RCU2019-00014

Project Name: Pecos Logistics Park

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the rezoning application. At this time, you do have outstanding comments that prevent us from being able to schedule your case for public hearing. Please contact the case manager if you have any questions:

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 03/26/2019

Email: mhillje@adcogov.org

Complete

The address on record is 5751 Pecos Street. The owner of the property can request an address change. Here is the link to the form. <http://www.adcogov.org/documents/row-address-request-form>

Commenting Division: Development Engineering Review

Name of Reviewer: Matthew Emmens

Date: 04/08/2019

Email: memmens@adcogov.org

Comment

ENG1: There are no engineering objections to the rezoning of this property.

Future Development of the Property:

ENG2: Approval of the rezoning by the BoCC is not an approval of the current 'rezoning' site plan submitted with the rezoning application, or of any of the supporting documents (i.e. Traffic Impact Study and Drainage Report). Final site plan approval is done during the platting process. Features shown on the 'rezoning' site plan may need to be changed.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 04/11/2019

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: Request to rezone the property is consistent with the future land use designation on the property for Industrial.

PLN02: The request does NOT meet the minimum lot size for the I-2 zone district. The applicant is encouraged to submit their plat, which will resolve this issue. The rezoning will not be allowed on lots that do not meet the minimum standards for I-2 zoning.

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 3/19/2020

Project Number: PRC2020-00002

Project Name: Pecos Logistics Park

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 03/19/2020

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: The requested final plat is in conformance with the approved preliminary plat. No further action needed on this comment.

PLN02: Prior to scheduling the final plat for public hearing, engineering plan approval will be required.

PLN03: As part of your application for a final plat, you have submitted an application to enter into a Subdivision Improvements Agreement. When all of the draft language of this agreement is finalized, you will be expected to furnish the County with the agreed-upon collateral.

PLN04: As required by the County's Subdivision Design Standards, public land dedication is required for any subdivision. In lieu of this requirement, the County is requesting a cash payment. I have attached the calculation of this payment amount with these comments.

PLN05: Adams County has received information that adequate water supply and sewage disposal can be provided to serve the subdivision. No further information is needed to satisfy this comment.

PLN06: the proposed rezoning is consistent with the County's future land use designation. No further action required for this comment.

PLN07: The proposed subdivision will create lots that are consistent with the County's minimum zone districts standards for the Industrial-2 zone district. The rezoning will be scheduled for public hearing on the same day as the final plat to ensure consistency with the County's standards.

Commenting Division: CDOT Review

Name of Reviewer: Steve Loeffler

Date: 02/25/2020

Email:

Comment

We have no objections to the final Plat to create three lots over 67 acres.

CDOT Region 1 Traffic has reviewed the latest Traffic Study and all comments have been addressed.

Thank you for the opportunity to review this referral.

Commenting Division: Neighborhood Services Review

Name of Reviewer: Gail Moon

Date: 02/20/2020

Email: gmoon@adcogov.org

Complete

Code Compliance has had numerous complaints about the noise that the equipment is making overnight. The complainant couldn't identify which exact property it was, but that it was in this area. Strict regulations about the time allowed for construction and/or production for anything built on this property should be required.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 02/18/2020

Email: gjbarnes@adcogov.org

External Agencies Selected



Development Review Team Comments

Date: 4/30/2020

Project Number: PRC2020-00002

Project Name: Pecos Logistics Park

Commenting Division: Plan Coordination 2nd Review

Name of Reviewer: Greg Barnes

Date: 04/29/2020

Email: gjbarnes@adcogov.org

Resubmittal Required

Commenting Division: ROW Review 2nd Review

Name of Reviewer: Holden Pederson

Date: 04/27/2020

Email:

Resubmittal Required

ROW1: Please confirm the location of items # 12, 13, 19, 24, 25, 26, 30, 32, 33, and 35 of the Schedule B – Part 2 Exceptions of the Title Commitment, which all reference easements associated with the property.
ROW2: Staff has confirmed that the following exceptions and easements have been included by the applicant on the plat: items # 15, 16, 17, 21, 22, 27, 36, 41, and 47.
ROW3: If the location of any of the easements defined within the Schedule B – Part 2 Exceptions of the Title Commitment are not shown on the plat, please provide a statement or general note as to why (i.e. Exception – Rec No:).

Commenting Division: SIA Review 1 - Attorney

Name of Reviewer: Christine Fitch

Date: 04/23/2020

Email:

Resubmittal Required

Redlines Provided

Commenting Division: SIA Review 1 - Finance

Name of Reviewer: Krysti Stehle

Date: 04/08/2020

Email:

Complete

Commenting Division: Planner Review 2nd Review

Name of Reviewer: Greg Barnes

Date: 04/21/2020

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN03: As part of your application for a final plat, you have submitted an application to enter into a Subdivision Improvements Agreement. When all of the draft language of this agreement is finalized, you will be expected to furnish the County with the agreed-upon collateral.

PLN04: As required by the County's Subdivision Design Standards, public land dedication is required for any subdivision. In lieu of this requirement, the County is requesting a cash payment. I have attached the calculation of this payment amount with these comments.

Commenting Division: Environmental Analyst Review 2nd Review

Name of Reviewer: Katie Keefe

Date: 04/13/2020

Email:

Complete

Commenting Division: Development Engineering Review 2nd Review

Name of Reviewer: Matthew Emmens

Date: 04/07/2020

Email: memmens@adcogov.org

Resubmittal Required

Subdivision Improvements Agreement comments:

ENG1: The purpose of the Subdivision Improvements Agreement (SIA) is to guarantee that the public improvements are complete. The 'Emergency Response Plan' (Exhibit B) should be removed from this document.

ENG2: On the cost estimate, Exhibit G, include the name of the street/infrastructure that is being totaled on the right side of the page.

ENG3: Remove the title report at the end of the SIA.

ENG4: Include the costs and an exhibit for the construction of the detention pond and it's outfall structure.

ENG5: Include the costs for the bio-swale that is proposed along Pecos Street.

Final Plat Comments

ENG6: The dedications statements for Track A need to specifically say that the County has access to this Track.

ENG7: The 20-foot drainage access easement, that goes from Pecos Street to Tract A, needs to be specifically dedicated to the County.

Commenting Division: Application Intake 2nd Review

Name of Reviewer: Kevin Mills

Date: 04/07/2020

Email:

Complete

Commenting Division: ROW Review

Name of Reviewer: Holden Pederson

Date: 03/25/2020

Email:

Resubmittal Required

ROW1: Describe the purpose of changes made to Final Plat drawings (as compared to Preliminary Plat drawings) on Sheets 4, 5, and 6.

ROW2: Submit an updated title commitment which should be used to depict the applicable recordings on the plat. Send Adams County a copy of the title commitment with your application dated no later than 30 days to review in order to ensure that any other party's interests are not encroached upon.

ROW3: See Plat redlines for additional comments.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Katie Keefe

Date: 03/23/2020

Email:

Complete

Commenting Division: CDOT Review

Name of Reviewer: Greg Barnes

Date: 03/23/2020

Email: gjbarnes@adcogov.org

Complete

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 03/19/2020

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: The requested final plat is in conformance with the approved preliminary plat. No further action needed on this comment.

PLN02: Prior to scheduling the final plat for public hearing, engineering plan approval will be required.

PLN03: As part of your application for a final plat, you have submitted an application to enter into a Subdivision Improvements Agreement. When all of the draft language of this agreement is finalized, you will be expected to furnish the County with the agreed-upon collateral.

PLN04: As required by the County's Subdivision Design Standards, public land dedication is required for any subdivision. In lieu of this requirement, the County is requesting a cash payment. I have attached the calculation of this payment amount with these comments.

PLN05: Adams County has received information that adequate water supply and sewage disposal can be provided to serve the subdivision. No further information is needed to satisfy this comment.

PLN06: the proposed rezoning is consistent with the County's future land use designation. No further action required for this comment.

PLN07: The proposed subdivision will create lots that are consistent with the County's minimum zone districts standards for the Industrial-2 zone district. The rezoning will be scheduled for public hearing on the same day as the final plat to ensure consistency with the County's standards.

Commenting Division: CDOT Review

Name of Reviewer: Steve Loeffler

Date: 02/25/2020

Email:

Comment

We have no objections to the final Plat to create three lots over 67 acres.

CDOT Region 1 Traffic has reviewed the latest Traffic Study and all comments have been addressed.

Thank you for the opportunity to review this referral.

Commenting Division: Neighborhood Services Review

Name of Reviewer: Gail Moon

Date: 02/20/2020

Email: gmoon@adcogov.org

Complete

Code Compliance has had numerous complaints about the noise that the equipment is making overnight. The complainant couldn't identify which exact property it was, but that it was in this area. Strict regulations about the time allowed for construction and/or production for anything built on this property should be required.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 02/18/2020

Email: gjbarnes@adcogov.org

External Agencies Selected

Greg Barnes

From: Whitney Even <weven@acfpd.org>
Sent: Tuesday, April 14, 2020 10:46 AM
To: Greg Barnes
Subject: Re: SIA2020-00004 - Revised Submission

Please be cautious: This email was sent from outside Adams County

Correct. Sorry about that. We do not have any further comments on PRC2020-00002 as well.

Thank you!

Whitney Even

On Apr 14, 2020, at 10:41 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Whitney,

Just for clarity...

SIA 202000004 is a subdivision improvements agreement between the County and the developer to construct public infrastructure.

PRC2020-00002 is the case number for the Pecos Logistics Park development as a whole, which includes a final plat and rezoning.

Are you stating you have no further comments on PRC2020-00002, as well?

<image001.jpg>

Greg Barnes

Planner III, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

From: Whitney Even <weven@acfpd.org>
Sent: Tuesday, April 14, 2020 10:11 AM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: Re: SIA2020-00004 - Revised Submission

Please be cautious: This email was sent from outside Adams County

Good morning Greg,

We have no further comments on SIA2020-00004. Thank you!

<image002.png> | *Whitney Even*

Greg Barnes

From: Ebert - DNR, Jared <jared.ebert@state.co.us>
Sent: Tuesday, February 18, 2020 11:39 AM
To: Greg Barnes
Cc: Patrick Lennberg - DNR
Subject: Re: For Review: Pecos Logistics Park (PRC2020-00002)

Please be cautious: This email was sent from outside Adams County

Hello Mr. Barnes,

DRMS has no comments regarding this proposed project.

Thanks,

Jared

On Tue, Feb 18, 2020 at 11:19 AM Greg Barnes <GJBarnes@adcogov.org> wrote:

The Adams County Planning Commission is requesting comments on the following applications: **1. major subdivision final plat to create three lots over approximately 67 acres; 2. rezoning of approximately 62 acres to Industrial-2.** This request is located at 5751 N. Pecos Street. The Assessor's Parcel Numbers are: 0182509300023, 0182509300056, 0182509300058, 0182509300063, 0182509300065, 0182509300067, 0182509300068, 0182509300069, 0182509309001, 0182509312001, 0182509312002, 0182509313001, 0182509314001, 0182509314002.

Applicant Information: MATT MITCHELL, WESTFIELD

 4221 BRIGHTON BLVD

 DENVER, CO 80216

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO

80601-8216 or call (720) 523-6800 by 03/10/2020 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Friday, March 22, 2019 12:20 PM
To: Greg Barnes
Subject: RCU2019-00014, Pecos Logistics Park

Greg,

I have reviewed the referral for Pecos Logistics Park located at 5855 Pecos Street. The request is for a rezone to Industrial-2 and we have no objections to the rezone.

- We would like the opportunity to review the Traffic Impact Study.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Greg Barnes

From: Hackett - CDPHE, Sean [sean.hackett@state.co.us]
Sent: Tuesday, March 26, 2019 9:42 AM
To: Greg Barnes
Subject: Re: Request for Comments: Pecos Logistics Park (RCU2019-00014)

Good morning, Mr. Barnes:

The Colorado Department of Public Health and Environment (CDPHE) appreciates the opportunity to comment on this proposal. Please note that the following requirements are not intended to be an exhaustive list and it is ultimately the responsibility of the applicant to comply with all applicable rules and regulations.

In Colorado, most businesses that are or will be emitting air pollutants above certain levels are required to report those emissions to the Air Pollution Control Division by completing an Air Pollutant Emissions Notice (APEN). This is a two in one form for reporting air emissions and to obtain an air permit, if a permit will be required. While only businesses that exceed the AQCC reporting thresholds are required report their emissions, all businesses - regardless of emission amount - must always comply with the Colorado AQCC regulations.

In general, an APEN is required when uncontrolled actual emissions for an emission point or group of emission points exceed the following defined emission thresholds:

| Table 1 APEN Thresholds | | |
|------------------------------------|--------------------------------------|----------------------------|
| Pollutant Category | UNCONTROLLED ACTUAL EMISSIONS | |
| | Attainment Area | Non-attainment Area |
| Criteria Pollutant | 2 tons per year | 1 ton per year |
| Lead | 100 pounds per year | 100 pounds per year |
| Non-Criteria Pollutant | 250 pounds per year | 250 pounds per year |

Uncontrolled actual emissions do not take into account any pollution control equipment that may exist.

If land development construction activities (earth moving) will be greater than **25 acres** or more than **six months in duration**, then a land development Air Pollutant Emissions Notice (APEN) will be required. While it does not appear that earth moving associated with this project will exceed the 25 acres threshold, an APEN will be required if it exceeds six months in duration.

Additional information on APENs and air permits can be found at <https://www.colorado.gov/pacific/cdphe/apen-and-permitting-guidance>. This site explains the process to obtain APENs and air quality permits, as well as information on calculating emissions, exemptions, and additional requirements. You may also view AQCC Regulation Number 3 at <https://www.colorado.gov/pacific/cdphe/aqcc-regs> for the complete regulatory language. If you have any questions regarding Colorado's APEN or air permitting requirements or are unsure whether your business operations emit air pollutants, please call the Small Business Assistance Program (SBAP) at **303- 692-3175** or **303-692-3148**.

In addition to these comments regarding air quality, CDPHE's Water Quality Control Division notes that, while water and sewer are mentioned, the application does not provide sufficient information regarding the source or providers. The system could meet the definition of a public water system if served by its own source. Similarly, if the site is providing onsite sewer treatment and disposal, the system may require site location and design approval and a discharge permit for the site. Please provide additional information.

Sincerely,

Sean Hackett
Energy Liaison



P 303.692.3662 | F 303.691.7702

[4300 Cherry Creek Drive South, Denver, CO 80246](https://www.colorado.gov/cdphe)

sean.hackett@state.co.us | www.colorado.gov/cdphe

On Tue, Mar 19, 2019 at 4:02 PM Greg Barnes <GJBarnes@adcogov.org> wrote:

The Adams County Planning Commission is requesting comments on the following request: **Rezone to Industrial-2.** This request is located at 5855 Pecos Street. The Assessor's Parcel Numbers are: 0182509300023, 0182509300056, 0182509300058, 0182509300063, 0182509309001, 0182509312001, 0182509312002, 0182509313001, and 0182509314001.

Applicant Information: MATT MITCHELL

 4221 BRIGHTON BLVD

 DENVER, CO 80216

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 **by 04/09/2019** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you for your information upon request.



December 12, 2019

Greg Barnes
Adams County Community & Economic Development Department
Transmitted via email:
GJBarnes@adcogov.org

RE: Pecos Logistics Park, Filing 1
Case no. PRC2019-00016
Part of the SW ¼ of Sec. 9, T3S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Mr. Barnes,

We have reviewed the additional information submitted on December 12, 2019 for the referral concerning the above referenced proposal to subdivide 67 acres into three lots and one tract.

Water Supply Demand

According to the Water Supply Information Summary Sheet and Annual Water Consumption Estimate prepared by Thompson Engineering, Inc, the estimated water demand is 8,404.3 gallons per day (6.71 acre-feet per year) for commercial use and 17,320 gallons per day for irrigation of 10.6 acres. The proposed water source for the property is water taps provided by Denver Water. Waste water treatment will be provided by the Berkeley Water and Sanitation District.

Source of Water Supply

According to the letter dated November 27, 2019 from Denver Water (“letter”) the property is located within Denver Water’s service area and is eligible to receive water service from Denver Water subject to compliance with Denver Water’s Operating Rules, Regulations, Engineering Standards and applicable charges.

The applicant indicates the existing wells operating under permit nos. 8919-F and 2670-F will not be used within the subdivision and will be plugged and abandoned and a Well Abandonment Report (GWS-09) will be submitted to this office.

The applicant should be aware that any proposed water quality and detention pond for this Planned Development, must meet the requirements of a “storm water detention and infiltration facility” as defined in section 37-92-602(8), Colorado Revised Statutes, to be exempt from administration by this office. The applicant should review DWR’s [Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado](#) to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The applicant is encouraged to use Colorado Stormwater Detention and



Infiltration Facility Notification Portal, located at <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif>, to meet the notification requirements.

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(II), C.R.S., the State Engineer's office offers the opinion that with Denver Water as the water supplier for the proposed development, the water supply can be provided without causing material injury to existing water rights and the supply is expected to be adequate, **so long as the existing wells, 8919-F and 2670-F are plugged and abandoned prior to subdivision approval.**

Should you, or the Applicant, have any questions please contact Ailis Thyne in this office at 303-866-3581 x8216.

Sincerely,



Joanna Williams, P.E.

Water Resource Engineer

Ec: File for subdivision no. 26503
Well permit nos. 8919-F and 2670-F

Greg Barnes

From: Inter Governmental Plan Review <InterGovernmentalPlanReview@denverwater.org>
Sent: Wednesday, February 19, 2020 7:55 AM
To: Greg Barnes
Subject: RE: For Review: Pecos Logistics Park (PRC2020-00002)

Please be cautious: This email was sent from outside Adams County

Good Morning,

Denver Water is currently reviewing the water infrastructure on this plan, ID #20402. The plan review coordinator is Ana Seiglie.

Denver Water has no comment on the rezoning of this subdivision. Please let me know if you have any questions or concerns.

Thank you,

Kela Naso | Engineering Specialist
Denver Water | t: 303-628-6302 | e: kela.naso@denverwater.org
denverwater.org | denverwaterTAP.org



From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Tuesday, February 18, 2020 11:19 AM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Pecos Logistics Park (PRC2020-00002)

The Adams County Planning Commission is requesting comments on the following applications: **1. major subdivision final plat to create three lots over approximately 67 acres; 2. rezoning of approximately 62 acres to Industrial-2.** This request is located at 5751 N. Pecos Street. The Assessor's Parcel Numbers are: 0182509300023, 0182509300056, 0182509300058, 0182509300063, 0182509300065, 0182509300067, 0182509300068, 0182509300069, 0182509309001, 0182509312001, 0182509312002, 0182509313001, 0182509314001, 0182509314002.

Applicant Information: MATT MITCHELL, WESTFIELD
 4221 BRIGHTON BLVD
 DENVER, CO 80216

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 03/10/2020 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored

Greg Barnes

From: Woodruff, Clayton <Clayton.Woodruff@RTD-Denver.com>
Sent: Wednesday, February 26, 2020 3:39 PM
To: Greg Barnes
Subject: RE-PRC2020-00002

Please be cautious: This email was sent from outside Adams County

Greg,

The RTD has no comments on this project.

Thank you



C. Scott Woodruff
Engineer III

Regional Transportation District
1560 Broadway, Suite 700, FAS-73 | Denver, CO 80202

o 303.299.2943 | m 303-720-2025
clayton.woodruff@rtd-denver.com



April 4, 2019

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Pecos Logistics Park, RCU2019-00014
TCHD Case No. 5513

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the request to rezone 9 parcels to Industrial-2 located at 5855 Pecos Street. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Historic Landfill

According to TCHD's records, there are historic landfills located within 1,000 feet of the subject property referenced as Landfill Nos. AD-007, AD-006, AD-001, AD-002, AD-004, AD-003, and AD-136. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source. Because construction is planned on this property, we recommend the following:

1. A flammable gas investigation should be conducted to determine if flammable gas (methane) is present in the subsurface soils at the property. The plan for the investigation should be submitted to TCHD for review and approval.
2. TCHD will review the results of the investigation. If the investigation indicates that methane is not present at or above 20% of the lower explosive limit for methane (1% by volume in air) in the soils, no further action is required.
3. In lieu of the investigation, a flammable gas control system shall be designed and constructed to protect buildings and subsurface access to utilities, i.e. vaults, manholes, etc. from flammable gas. Health and safety practices shall be followed during construction to protect site workers. A copy of TCHD guidelines for safe construction in areas on or near former landfills has been attached.

Questions regarding this may be directed to Sheila Lynch at 720-200-1571 or slynch@tchd.org.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Our records indicate the presence of On-Site Wastewater Treatment Systems (OWTS) on the subject property at 1921 W. 56th Avenue, 5801 Pecos Street, 5641 Pecos Street, 1891 W. 56th Avenue, and 1909 W. 56th Avenue. The existing OWTS shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the systems have been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City Office, 4201 E. 72nd Avenue, (303) 288-6816. More information is available at <http://www.tchd.org/269/Septic-Systems>.

Well Abandonment

Any well that is no longer being used, must be properly plugged and a Well Abandonment Report (GWS-09) must be filed with the Colorado Division of Water Resources. Please visit the DWR web site at <http://water.state.co.us/groundwater/wellpermit/Pages/WellAbandonment.aspx> for more information.

Building Demolition

Fugitive Dust, Lead, and Asbestos

The application indicates that the existing buildings on the site will be demolished.

The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <http://www.cdphe.state.co.us/ap/asbestos>.

Buildings constructed prior to 1978 may contain lead paint. Environmental Protection Agency's (EPA) 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. More information can be found here <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules> and <https://www.epa.gov/lead>. The applicant may contact, and the Environmental Protection Agency EPA at 1-800-424-5323 for more information.

Vector Control

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Air Pollution – Diesel Emissions

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, and heart disease. The proposed project will increase diesel truck traffic in the area. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions from vehicles including fleet maintenance and limiting idling. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <https://www.colorado.gov/pacific/cdphe-lpha/air-pollution-mobile-sources-contacts> and <https://www.colorado.gov/pacific/cdphe/diesel-emissions-control-program>.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Kathy Boyer, REHS
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

HEALTH AND SAFETY PRACTICES DURING CONSTRUCTION ON OR NEAR FORMER LANDFILLS

If it has not been demonstrated that flammable gas is not present, the following health and safety practices shall be followed:

1. A flammable gas indicator will be utilized at all times during trenching, excavation, drilling, or when working within ten (10) feet of an open excavation.
2. Before personnel are permitted to enter an open trench or excavation, the trench or excavation will be monitored to ensure that flammable gas is not present in concentrations exceeding 1% and that oxygen is present at a minimum concentration of 19.5%. When in an excavation or trench, each work party will work no more than five (5) feet from a continuous flammable gas and oxygen monitor.
3. When trenching, excavating, or drilling deeper than two (2) feet into the fill, or in the presence of detectable concentrations of flammable gas, the soils will be wetted and the operating equipment will be provided with spark proof exhausts.
4. A dry chemical fire extinguisher, ABC rated, will be provided on all equipment used in the landfill.
5. Personnel within or near an open trench or drill hole will be fully clothed, and wear shoes with non-metallic soles, a hard hat and safety goggles or glasses.
6. Exhaust blowers will be used where trenches show a concentration of 1% flammable gas or a concentration of less than 19.5% oxygen.
7. Smoking will not be permitted in any area within one hundred (100) feet of the excavation.
8. Personnel will be kept upwind of any open trench unless the trench is continuously monitored.
9. All other applicable Safety and Health Regulations for Construction, as promulgated in 29 CFR by the Occupational Safety and Health Administration, shall be met. Applicable regulations include, but may not be limited to, the confined space standard (Part 1926.21(b)(6)(i) and (ii) in Subpart C); gases, vapors, fumes, dusts and mists (Part 1926.55 in Part 1926 Subpart E); fire protection and prevention (Part 1926 Subpart F); and trenching and excavation (Part 1926 Subpart P).
10. Compliance with the Occupational Safety and Health Administration's confined space requirements for general industry, as promulgated in 29 CFR 1910.146 and Appendices A- F.



March 4, 2020

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Pecos Logistics Park, PRC2020-00002
TCHD Case No. 6139, 6140

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Major Subdivision Final Plat and rezoning of approximately 62 acres to Industrial-2 located at 5855 Pecos Street. Tri-County Health Department (TCHD) staff previously reviewed the application for the rezoning and the preliminary plat and responded in letters dated April 4, 2019, May 14, 2019, and September 18, 2019, and November 27, 2019. After reviewing the application, TCHD has the following comments.

Historic Landfill

According to TCHD's records, there are historic landfills located within 1,000 feet of the subject property referenced as Landfill Nos. AD-007, AD-006, AD-001, AD-002, AD-004, AD-003, and AD-136. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source.

The applicant submitted a Flammable Gas Investigation Plan (FGIP) on April 17, 2019. TCHD approved the FGIP on April 23, 2019. The applicant submitted a Flammable Gas Investigation Report (Report), prepared by ERO Resources Group, dated August 20, 2019. Based on the detection of methane in one monitoring well, the Report includes a Risk Assessment (Assessment). The Assessment includes both current and future risk, based on current site conditions and the proposed redevelopment.

Based on our review of the Report and Assessment, it is the opinion of TCHD that no further action is required, as stated in our letter dated August 28, 2019.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Our records indicate the presence of On-Site Wastewater Treatment Systems (OWTS) on the subject property at 1921 W. 56th Avenue, 5801 Pecos Street, 5641 Pecos Street, 1891 W. 56th Avenue, and 1909 W. 56th Avenue. The existing OWTS shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing

once the systems have been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City Office, 4201 E. 72nd Avenue, (303) 288-6816. More information is available at <http://www.tchd.org/269/Septic-Systems>.

Well Abandonment

Any well that is no longer being used, must be properly plugged and a Well Abandonment Report (GWS-09) must be filed with the Colorado Division of Water Resources. Please visit the DWR web site at <http://water.state.co.us/groundwater/wellpermit/Pages/WellAbandonment.aspx> for more information.

Building Demolition

Fugitive Dust, Lead, and Asbestos

The application indicates that the existing buildings on the site will be demolished.

The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <http://www.cdphe.state.co.us/ap/asbestos>.

Buildings constructed prior to 1978 may contain lead paint. Environmental Protection Agency's (EPA) 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. More information can be found here <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules> and <https://www.epa.gov/lead>. The applicant may contact, and the Environmental Protection Agency EPA at 1-800-424-5323 for more information.

Vector Control

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for

Pecos Logistics Park
March 4, 2020
Page 3 of 3

vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Air Pollution – Diesel Emissions

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, and heart disease. The proposed project will increase diesel truck traffic in the area. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions from vehicles including fleet maintenance and limiting idling. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <https://www.colorado.gov/pacific/cdphe-lpha/air-pollution-mobile-sources-contacts> and <https://www.colorado.gov/pacific/cdphe/diesel-emissions-control-program>.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in cursive script, appearing to read 'K Boyer', followed by a horizontal line.

Kathy Boyer, REHS
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, Warren Brown, TCHD



April 23, 2020

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Pecos Logistics Park, PRC2020-00002
TCHD Case No. 6224

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the resubmittal of a Major Subdivision Final Plat and rezoning of approximately 62 acres to Industrial-2 located at 5855 Pecos Street. Tri-County Health Department (TCHD) staff previously reviewed the application for the rezoning and the preliminary plat and responded in letters dated April 4, 2019, May 14, 2019, September 18, 2019, November 27, 2019 and March 4, 2020. After reviewing the application, TCHD has the following comments. The Applicant has responded to the following comments satisfactorily.

Historic Landfill

According to TCHD's records, there are historic landfills located within 1,000 feet of the subject property referenced as Landfill Nos. AD-007, AD-006, AD-001, AD-002, AD-004, AD-003, and AD-136. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source.

The applicant submitted a Flammable Gas Investigation Plan (FGIP) on April 17, 2019. TCHD approved the FGIP on April 23, 2019. The applicant submitted a Flammable Gas Investigation Report (Report), prepared by ERO Resources Group, dated August 20, 2019. Based on the detection of methane in one monitoring well, the Report includes a Risk Assessment (Assessment). The Assessment includes both current and future risk, based on current site conditions and the proposed redevelopment.

Based on our review of the Report and Assessment, it is the opinion of TCHD that no further action is required, as stated in our letter dated August 28, 2019.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Our records indicate the presence of On-Site Wastewater Treatment Systems (OWTS) on the subject property at 1921 W. 56th Avenue, 5801 Pecos Street, 5641 Pecos Street, 1891 W. 56th Avenue, and 1909 W. 56th Avenue. The existing OWTS shall be abandoned in

accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the systems have been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City Office, 4201 E. 72nd Avenue, (303) 288-6816. More information is available at <http://www.tchd.org/269/Septic-Systems>.

Well Abandonment

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Building Demolition

Fugitive Dust, Lead, and Asbestos

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Vector Control

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Pecos Logistics Park
April 23, 2020
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vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Air Pollution – Diesel Emissions

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, and heart disease. The proposed project will increase diesel truck traffic in the area. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions from vehicles including fleet maintenance and limiting idling. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <https://www.colorado.gov/pacific/cdphe-lpha/air-pollution-mobile-sources-contacts> and <https://www.colorado.gov/pacific/cdphe/diesel-emissions-control-program>.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in cursive script, appearing to read 'K Boyer', followed by a horizontal line.

Kathy Boyer, REHS
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, Warren Brown, TCHD



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

April 9, 2019

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Pecos Logistics Park Rezone, Case # RCU2019-00014

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Pecos Logistics Park Rezone**. Please be advised that Public Service Company has existing natural gas main distribution pipeline facilities within the property in an easement recorded on July 1, 1959 in Adams County at Rec. No. 586796 Book 786 Page 562. 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.

The property owner/developer/contractor must complete the **application process** for any new natural gas or electric service, or *modification* to existing facilities including relocation and/or removal via FastApp-Fax-Email-USPS (go to:

https://www.xcelenergy.com/start_stop_transfer/installing_and_connecting_service/).

The Builder's Call Line is 1-800-628-2121. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado / Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.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

March 6, 2020

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

**Re: Pecos Logistics Park Filing No. 1 Subdivision Plat and Rezone
Case # PRC2020-00002**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plan for the above captioned project. As always, thank you for the opportunity to take part in the review process. To ensure that adequate utility easements are available within this development, PSCo requests an 8-foot wide dry utility easement dedicated over the proposed intermediate pressure natural gas pipeline, 4-feet on each side of the pipeline centerline.

PSCo also requests that the following language or plat note is placed on the preliminary and final plats for the subdivision:

Utility easements are dedicated Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

Public Service Company also requests that all utility easements be depicted graphically on the preliminary and final plats. While these easements may accommodate certain utilities to be installed in the subdivision, some additional easements may be required as planning and building progresses.

Please be aware PSCo has existing natural gas and electric distribution facilities within the subject property area, and has no objection to this proposed rezone, contingent upon PSCo's

ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

The property owner/developer/contractor must continue working with the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

April 24, 2020

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Pecos Logistics Park Resubmittal, Case # SIA2020-00004 / PRC2020-00002

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk requests that the property owner/developer/contractor continues working with 1) the Designer assigned to the project for approval of design details; and, 2) Frank Grady for all easements by separate PSCo document.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Greg Barnes

From: "BS" <bud80_80221@yahoo.com>
Sent: Friday, February 21, 2020 12:31 PM
To: Greg Barnes
Subject: Seacoast logistics Park

Please be cautious: This email was sent from outside Adams County

Have been a residence of this neighborhood for over 40 years on Tejon st. not too pleased with what's going on the existing land where Rocky mountain prestress is. We have felt with continuous white concrete dust from Rocky Mountain Prestress they have never offered to clean our heater vents or replace our furnaces from the constant dust, God knows what our lungs look like from it. Many years ago we begged with then to use a water truck, did they know! I believe the new business Park will raise the crime in our old quiet neighborhood and also trash dumping! Tejon st from 52nd to 56th is Like a main through street, over the years traffic on Tejon st has gotten out of control, Y'all (Adam's County) put in stop signs at 54th in 2 places it hasn't helped one bit people run them constantly! What would it take to put in speed bumps up and down Tejon st? Please we're begging for them! I'm afraid someone (including my daughter)is gonna get hit by a car one day! I'm I'll have more comments to come! Thank you! Please give us it's speed bumps on Tejon st..

[Sent from Yahoo Mail on Android](#)

Greg Barnes

From: Matthew Emmens
Sent: Wednesday, February 26, 2020 4:00 PM
To: queenmique@aol.com
Cc: Greg Barnes
Subject: RE: Pecos Logistics Park

Hello Rudy & Miqueleen,

I'm the County Engineer who is reviewing the construction plans for the Pecos Logistic Park (Formerly Rocky Mountain Prestress). Greg Barnes asked me to respond to your question.

The short answer is, the swale on Vallejo St is currently owned and maintained by the County. And yes, we were aware that Rocky Mountain Prestress was performing maintenance to the ditch. However, the developer of that site (Pecos Logistics Park) will be installing a storm sewer along Vallejo St and pipe the existing ditch. Which the County will own and maintain.

The long answer is:

The developer is required to do roadway improvements to all roads that are adjacent to their property. The requirement is for them to build out the half of the roadway that is adjacent to their site, per the County's standard roadway cross section. Those improvements will consist of widening the east half of the roadway several feet and constructing curb, gutter and sidewalk on the east half of the roadway. Because those improvements will be going where the existing ditch is now, the developer will have to construct a storm sewer/pipe to convey the stormwater flows that the ditch carries.

In some cases there is a policy that allows a developer to pay the County fees-in-lieu for the required improvements. Then, at some point in the future, the County would use those fees to do the improvements as part of a County project. When the developer of the Pecos Logistics Park was going through the preliminary plat process for their project, they made the assumption that they met the requirements to pay the fees-in-lieu for the improvements. However, when I reviewed the construction plans, I discovered that they didn't meet the requirements for paying fees-in-lieu. So, the original plans did not include the Vallejo St improvements or the piping of the ditch. The developer has been notified of the requirements and has agreed to do the roadway (and storm sewer) improvements. The next submittal of construction documents should have all of the Vallejo St improvements included, including the storm sewer.

Please, feel free to email or call me if you have any additional questions or concerns.

Sincerely,
Matt Emmens

Senior Engineer, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, W2000B

Brighton, CO 80601

o: 720.523.6826 | memmens@adcogov.org

www.adcogov.org

From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Wednesday, February 26, 2020 1:25 PM

To: Matthew Emmens <MEmmens@adcogov.org>

Subject: FW: Pecos Logistics Park

Are you aware of a ditch along Vallejo Street. If so, could you provide a response?



Greg Barnes

Planner III, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

From: queenmique@aol.com <queenmique@aol.com>

Sent: Thursday, February 20, 2020 6:38 PM

To: Greg Barnes <GJBarnes@adcogov.org>

Subject: Pecos Logistics Park

.....
Please be cautious: This email was sent from outside Adams County
.....

Re: PRC2020-00002

Having reviewed the plans and maps in the most recent letter which is requesting comments, we would like to know who will be responsible for the ditch along Vallejo St that is located outside the west wall. In the past, Prestressed Con took care of this area.

Thank you,

Rudy & Miqueleen Valdivia

Sent from AOL Mobile Mail

Get the new AOL app: mail.mobile.aol.com

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Pecos Logistics Park
Project Number: PRC2020-00002

February 18, 2020

The Adams County Planning Commission is requesting comments on the following applications: **1. major subdivision final plat to create three lots over approximately 67 acres; 2. rezoning of approximately 62 acres to Industrial-2.** This request is located at 5751 N. Pecos Street. The Assessor's Parcel Numbers are: 0182509300023, 0182509300056, 0182509300058, 0182509300063, 0182509300065, 0182509300067, 0182509300068, 0182509300069, 0182509309001, 0182509312001, 0182509312002, 0182509313001, 0182509314001, 0182509314002.

Applicant Information: MATT MITCHELL, WESTFIELD
4221 BRIGHTON BLVD
DENVER, CO 80216

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 03/10/2020 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Planner III

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5



Public Hearing Notification

| | |
|---|------------------------|
| Case Name: | Pecos Logistics Park |
| Case Number: | PRC2020-00002 |
| Planning Commission Hearing Date: | 6/11/2020 at 6:00 p.m. |
| Board of County Commissioners Hearing Date: | 6/30/2020 at 9:30 a.m. |

May 22, 2020

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following requests: **1. Major subdivision final plat to create three lots over approximately 67 acres; 2. Associated subdivision improvements agreement; 3. Rezoning of approximately 62 acres to Industrial-2.** The Assessor's Parcel Numbers are: 0182509300023, 0182509300056, 0182509300058, 0182509300063, 0182509300065, 0182509300067, 0182509300068, 0182509300069, 0182509309001, 0182509312001, 0182509312002, 0182509313001, 0182509314001, and 0182509314002. The applicant is Matt Mitchell of Westfield, 4221 Brighton Blvd., Denver, CO 80216.

The Planning Commission meeting will be held virtually using the Zoom video conferencing software and members of the public will be able to submit comments prior to the start of the public hearing that will then be entered into the record. For instructions on how to access the public hearing via telephone or internet, please visit <http://www.adcogov.org/planning-commission> for up to date information.

The Board of County Commissioners meeting is broadcast live on the Adams County YouTube channel and members of the public will be able to submit comments prior to the start of the public hearing that will then be entered into the record. The eComment period opens when the agenda is published and closes at 4:30 p.m. the Monday prior to the noticed meeting. For instructions on how to access the public hearing and submit comments, please visit <http://www.adcogov.org/bocc> for up to date information.

These will be public hearings and any interested parties may attend and be heard. The Applicant's presence at these hearings is requested. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County website at www.adcogov.org/planning/currentcases. If you require any special accommodations, please contact the Adams County Community and Economic Development Department at (CEDD) at cedd-pod@adcogov.org, or 720-523-6800 at least one hour prior to the meeting date.

Greg Barnes, Planner III

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

PUBLICATION REQUEST

Pecos Logistics Park

Case Number: PRC2020-00002

Planning Commission Hearing Date: June 11, 2020 at 6:00 p.m.

Board of County Commissioners Hearing Date: June 30, 2020 at 9:30 a.m.

Request: 1. Major subdivision final plat to create three lots over approximately 67 acres; 2. Associated subdivision improvements agreement; 3. Rezoning of approximately 62 acres to industrial-2.

Parcel Numbers: 0182509300023, 0182509300056, 0182509300058, 0182509300063, 0182509300065, 0182509300067, 0182509300068, 0182509300069, 0182509309001, 0182509312001, 0182509312002, 0182509313001, 0182509314001, 0182509314002

Location of Request: Northwest corner of W. 56th Avenue and Pecos Street

Case Manager: Greg Barnes, gjbarnes@adcogov.org, (720) 523-6853

Applicant: Matt Mitchell, Westfield, 4221 Brighton Blvd, Denver, CO 80216

Legal Description: A TRACT OF LAND LOCATED IN THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING A FOUND 2" DIA. ALLOY CAP STAMPED PLS 24942 IN RANGE BOX; THENCE S02°55'20"W, 924.39 FEET TO THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2018000084369, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PECOS STREET; THENCE ALONG THE SAID WEST RIGHT-OF-WAY LINE OF PECOS STREET THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

1. THENCE S00°59'29"E, 297.70 FEET;
2. THENCE S00°58'57"E, 117.77 FEET;
3. THENCE S00°00'00"W, 100.17 FEET;
4. THENCE S00°06'02"E, 147.43 FEET;
5. THENCE S00°00'00"W, 742.71 FEET;
6. THENCE S89°48'07"W, 10.30 FEET;
7. THENCE S00°00'00"W, 267.86 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PECOS STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. THENCE S89°48'07"W, 948.20 FEET;
2. THENCE S00°05'00"E, 10.00 FEET;
3. THENCE S89°48'07"W, 271.20 FEET;
4. THENCE N00°05'00"W, 10.00 FEET;
5. THENCE S89°48'07"W, 30.00 FEET TO A POINT ON THE EAST LINE OF TEJON STREET;

THENCE N00°05'00"W ALONG THE SAID EAST LINE OF SAID TEJON STREET, 481.60 FEET; THENCE DEPARTING FROM SAID EAST LINE OF SAID TEJON STREET S89°48'07"W, 362.20 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2012000088342 OF THE ADAMS COUNTY RECORDS; THENCE S00°05'00"E ALONG THE EAST LINE OF SAID PARCEL OF LAND AND SAID LINE EXTENDED, 276.60 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2016000021659 OF THE ADAMS COUNTY RECORDS; THENCE S89°48'07"W ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 332.20 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, SAID POINT ALSO BEING ON THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS; THENCE N00°05'00"W ALONG THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, 90.62 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF VALLEJO STREET; THENCE N89°48'07"E ALONG THE SOUTH LINE OF VALLEJO STREET, 10.00 FEET TO A POINT ON THE EAST LINE OF VALLEJO STREET; THENCE ALONG THE EAST LINE OF VALLEJO STREET THE FOLLOWING TWO (2) COURSES;

1. THENCE N00°05'00"W, 314.38 FEET;
2. THENCE N00°01'00"E, 393.38 FEET;

THENCE S89°51'16"W, 10.00 FEET; THENCE N00°01'00"E ALONG THE EAST LINE OF VALLEJO STREET AND SAID LINE EXTENDED, 517.61 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2007000058444 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF THE BNSF RAILROAD RIGHT-OF-WAY AS RECORDED AT RECEPTION NO. 2019000015214 OF THE ADAMS COUNTY RECORDS; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 396.20 FEET, A RADIUS OF 1475.85 FEET, A CENTRAL ANGLE OF 15°22'53", A CHORD DISTANCE OF 395.01 FEET AND WHOSE CHORD BEARS S85°50'00"W TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BNSF RAILROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 106.88 FEET, A RADIUS OF 1382.69 FEET, A CENTRAL ANGLE OF 04°25'43", A CHORD DISTANCE OF 106.85 FEET AND WHOSE CHORD BEARS S75°19'31"W; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD S73°06'32"W, 181.25 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE N00°16'37"W ALONG THE SAID WEST LINE OF THE SAID SOUTHWEST ¼ OF SAID SECTION 9, 104.36 FEET; THENCE N73°06'39"E ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD, 151.41 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 115.66 FEET, A RADIUS OF 1482.69 FEET, A CENTRAL ANGLE OF 04°28'10", A CHORD DISTANCE OF 115.63 FEET AND WHOSE CHORD BEARS N75°20'49"E TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 737.76 FEET, A RADIUS OF 1575.85 FEET, A CENTRAL ANGLE OF 26°49'26", A CHORD DISTANCE OF 731.04 FEET AND WHOSE CHORD BEARS S88°26'43"E; THENCE CONTINUING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD S75°02'00"E, 560.87 FEET; THENCE N01°28'00"W, 125.57 FEET; THENCE N88°32'00"E, 427.11 FEET; THENCE S75°02'00"E, 47.91 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND IN DEED RECORDED AT RECEPTION NO. 2018000084369 OF THE ADAMS COUNTY RECORDS; THENCE N02°21'23"E ALONG THE WEST LINE OF SAID PARCEL OF LAND, 86.37 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE N85°52'05"E ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 617.19 FEET TO THE POINT OF BEGINNING,

COUNTY OF ADAMS,
STATE OF COLORADO

THE ABOVE DESCRIBED PARCEL CONTAINS 2,899,197 SQUARE FEET OR 66.56 ACRES MORE OR LESS.

Virtual Meeting and Public Comment Information:

The Planning Commission meeting will be held virtually using the Zoom video conferencing software and members of the public will be able to submit comments prior to the start of the public hearing that will then be entered into the record. For instructions on how to access the public hearing via telephone or internet, please visit <http://www.adcogov.org/planning-commission> for up to date information.

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Referral Listing
Case Number PRC2020-00002
Pecos Logistics Park

Agency

Contact Information

Adams County Attorney's Office

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4430 S Adams County Pkwy
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Adams County CEDD Development Services Engineer

Devt. Services Engineering
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720-523-6800

Adams County CEDD Right-of-Way

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Adams County Community & Economic Development Department

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Agency

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Adams County Parks and Open Space Department

Marc Pedrucci
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Adams County Sheriff's Office: SO-HQ

Rick Reigenborn
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rreigenborn@adcogov.org

Adams County Sheriff's Office: SO-SUB

--
303-655-3283
CommunityConnections@adcogov.org

Adams County Treasurer

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Agency

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Agency

Contact Information

Division of Mining and Reclamation Safety

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GOAT HILL

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MAPLETON SCHOOL DISTRICT #1

CHARLOTTE CIANCIO
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METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS
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MOBILE GARDENS

VERA MARIE JONES
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North Lincoln Water and Sanitation District

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North Lincoln Water and Sanitation District

--
-
nlwsdistrict1@gmail.com

North Pecos Water & Sanitation District

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manager@northpecoswater.org

NORTHRIDGE ESTATES AT GOLD RUN HOA

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Agency

Contact Information

NS - Code Compliance

Kerry Gress
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Pecos Park Logistics Park Metro District

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REGIONAL TRANSPORTATION DIST.

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The TOD Group

THE TOD GROUP
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5047174718

TRI-COUNTY HEALTH DEPARTMENT

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COMMERCE CITY CO 80022
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mdeatrich@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

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720-200-1571
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Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

UNION PACIFIC RAILROAD

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aldancer@up.com

United States Postal Service

Arlene Vickrey
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United States Postal Service

Jason Eddleman
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Jason.G.Eddleman@usps.gov

US EPA

Stan Christensen
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christensen.stanley@epa.gov

Agency

Contact Information

WESTMINSTER SCHOOL DISTRICT #50

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jpeterson@adams50.org

Xcel Energy

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DENVER CO 80223
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Donna.L.George@xcelenergy.com

Xcel Energy

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DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

2221 W 55TH AVENUE LLC
PO BOX 2723
LOVELAND CO 80539-2723

AMAR INC
4143 E 105TH AVE
THORNTON CO 80233-3903

2300W60 LLC
C/O CCSD-COLORADO LLC
4770 BISCAYNE BLVD STE 700
MIAMI FL 33137-3244

APODACA FAMILY REALTY TRUST THE
2241 W 59TH PLACE
DENVER CO 80221

2400W60 LLC
C/O CCSD- COLORADO LLC
4770 BISCAYNE BLVD STE 710
MIAMI FL 33137-3244

BARRON JOEL
1640-1660 W 55TH AVE
DENVER CO 80221

5770 BRYANT STREET LLC
14333 MEAD ST
LONGMONT CO 80504-9649

BERKELEY POINTE LLC
2405 W 56TH AVE
DENVER CO 80221-1809

5999 PECOS LLC UND 92.1875% AND
ACJW LLC UND 7.8125% INT
4880 PEARL ST
BOULDER CO 80301-2454

BK ENTERPRISES LLC
8417 BRIGHTON RD
COMMERCE CITY CO 80022-5309

ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

BLEA AUGUSTINE
5089 DECATUR ST
DENVER CO 80221-1229

ADLER VIRGINIA A
3271 ARBUTUS ST
GOLDEN CO 80401-1682

BLEA SOPHIE
4986 ALCOTT ST
DENVER CO 80221-1267

ADUAN MUHAMMAD A
3165 ZINNIA ST
GOLDEN CO 80401-1651

BLUME KYLE A
7165 NEWTON ST STE A
WESTMINSTER CO 80030-6009

AKINS GREGORY A AND
AKINS JEANNIE M
6595 TENNYSON ST
ARVADA CO 80003

BUDD RENTALS LLC
1601 S LANSING ST
AURORA CO 80012-5128

ALPINE LUMBER COMPANY
10170 CHURCH RANCH WAY UNIT 350
BROOMFIELD CO 80021-6061

CARRASCO MARIA P
2360 W 58TH AVE
DENVER CO 80221

CASTILLO THEODORE G
16164 ONEIDA CT
BRIGHTON CO 80602-7596

DENVER CUTLERY PROPERTY LLC
PO BOX 21797
DENVER CO 80221-0797

COMMERCE CITY GRAIN LLC
ATTN CHAD SLUMP
1875 LAWRENCE ST STE 1400
DENVER CO 80202

DISNER PATRICK HENRY AND
DISNER KATHLEEN I
250 CARRICO ST
PAGOSA SPRINGS CO 81147

COOPER PROPERTY GROUP LLC
1201 S PARKER RD STE 104
DENVER CO 80231-2154

DNPB PECOS LLC
PO BOX 52427
ATLANTA GA 30355-0427

COUNTY OF ADAMS THE
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

DOWHAN LISA MARIE/JOHNNY
JAMES/BRITO JEFFREY L
4545 YULLE RD
BENNETT CO 80102-8915

CSWM PROPERTIES LLC
2489 GROSS DAM RD
GOLDEN CO 80403-9799

ESP VENTURES LLC
5750 PECOS ST
DENVER CO 80221-6619

CUTFORTH WILLIAM A AND
CUTFORTH JEANIE C
5075 BRYANT ST
DENVER CO 80221-1213

EWING MICHAEL RYAN
6336 N ESPANA ST
AURORA CO 80019-2113

DAO TUNG AND HUYNH PHUONG Q
15527 E PROGRESS DR
CENTENNIAL CO 80015-4257

FRIAS GAMEZ IVAN ORLANDO
4100 ALBION ST UNIT 315
DENVER CO 80216-4442

DAVIE REBECCA L
2015 S OLATHE
AURORA CO 80013

GONZALEZ ROGELIO T AND
GONZALEZ ANA MARIA
7625 HOOKER ST
WESTMINSTER CO 80030-4527

DENVER AND RIO GRANDE WESTERN RR COMPANY
THE/C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS ST STOP 1640
OMAHA NE 68179-1001

GUTIERREZ TERESA
4510 W 63RD
ARVADA CO 80003

DENVER CUTLERY PROPERTIES LLC AND
RUDIBAUGH RICHARD
PO BOX 21797
DENVER CO 80221

HAMAI JUN/FRANCES T REVOCABLE TRUST
C/O JUN AND FRANCES T HAMAI TRUSTEES
8151 STUART ST
WESTMINSTER CO 80031-4382

HARRISON MARY A
5581 ZUNI ST
DENVER CO 80221-1454

MARCHESE ANTHONY AND
MARCHESE KARRIE
7562 LUPINE CT
ARVADA CO 80007-7899

HENDERSON RODNEY W
4052 SIMMS ST
WHEAT RIDGE CO 80033-3800

MARCHESE ANTHONY J AND
MARCHESE KARRIE L
7562 LUPINE COURT
ARVADA CO 80007

HERRERA ALBERTO E AND
HERRERA ESTHER A
2323 W MOFFAT PL
DENVER CO 80221-1442

MARTINEZ REYNALDO E
4921 VALLEJO ST
DENVER CO 80221

IBARRA ANA E AND
IBARRA-DUARTE POLICARPIO
2351 E 116TH WAY
THORNTON CO 80233-2340

MARTINEZ THOMAS B AND MARGARET TRUST
6041 HURON ST
DENVER CO 80221-6639

JACOBELLIS FAMILY LLC
2872 GREENSBOROUGH DR
LITTLETON CO 80129-1545

MAYNES ROY D AND
MAYNES VIRGINIA R
10089 HOOKER PL
WESTMINSTER CO 80030-6771

LEQUIRE CHRISTIANNA DORIS
8340 W 17TH AVE
LAKEWOOD CO 80214-5914

MFI INVESTMENTS LLC
8635 GLADIOLA CIR
ARVADA CO 80005-5872

LEVY GEOFFREY
316 DERBY LN
HENDERSONVILLE NC 28739-9724

MILLERCOORS LLC
C/O TAX DEPARTMENT
3939 W HIGHLAND AVE/PO BOX 482
MILWAUKEE WI 53201-0482

LEWIS STEVE
5579 PECOS ST
DENVER CO 80221

MONTEFERRANTE ASSET MANAGEMENT LLC
5680 PECOS STREET
DENVER CO 80221

LUJAN ELEANOR M AND
LUJAN ELOY
6730 IRVING ST
DENVER CO 80221-2642

MONTOYA DELFINO AND MONTOYA HELEN L AND
MONTOYA SCOTT M
3321 ALCOTT ST
DENVER CO 80211

MANN PROPERTIES LTD
5115 RACE CT
DENVER CO 80216-2134

MORA CINDY A
7726 DURANGO ST
DENVER CO 80221-4147

NELSON EVERETT E LIVING TRUST AND
NELSON BARBARA J LIVING TRUST
1706 NUCLA CT
LOVELAND CO 80538-6617

RINGSBY TERMINALS INC
1336 GLENARM PL STE 200
DENVER CO 80204-2115

NOLAN JEFFREY J
1629 W 54TH PL
DENVER CO 80221-1710

RODRIGUEZ JOSE M
1435 KOKAI CIR
DENVER CO 80221-3998

NORTHRIDGE ESTATES AT GOLD RUN
HOMEOWNERS ASSOCIATION
2305 CANYON BLVD SUITE 200
BOULDER CO 80302

SILVER HOLDINGS LLC
2150 W 60TH AVE APT S
DENVER CO 80221-6623

OSTRY FAMILY LIVING TRUST THE
18293 E EUCLID PL
AURORA CO 80016-1143

SKOOG BILLY L AND
SKOOG ROBIN K
2462 W 56TH AVE
DENVER CO 80221-1810

PACHECO TANIA B DELGADO
4861 JULIAN ST
DENVER CO 80221

SPUR 10 HOLDINGS LP
5610 FM 2218 RD
RICHMOND TX 77469-8966

PATRICK DEWEY R AND
PATRICK RHONDA A
9520 S FIELD WAY
LITTLETON CO 80127

SRP SUB LLC
1717 MAIN ST STE 2000
DALLAS TX 75201-4657

PECOS LOGISTICS PARK LLLP
4221 BRIGHTON BLVD
DENVER CO 80216-3719

STEWART JAMES
5650 PECOS STREET
DENVER CO 80221

RAMIREZ ANACLETA
C/O JDI INVESTMENTS, LLC
2698 S FEDERAL BLVD
DENVER CO 80219-6032

STINSON H T JR AND
STINSON PHYLLIS J
PO BOX 21207
DENVER CO 80221-0207

RANDOLPH ERNEST AND
RANDOLPH JEANNINE M
PO BOX 1068
INDIAN HILLS CO 80454

TH PROPERTY RENTAL LLC
5255 E 119TH PL
THORNTON CO 80233-6413

REGIONAL TRANSPORTATION DISTRICT
1600 BLAKE ST
DENVER CO 80202-1399

UNION PACIFIC RAILROAD
PROPERTY TAX DEPARTMENT
1400 DOUGLAS STOP 1640
OMAHA NE 68179-1640

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS STOP 1640
OMAHA NE 68179-1640

WENCEL JOLANTA
14502 COLUMBINE ST
THORNTON CO 80602-7313

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1800 FARNAM STREET 10TH FLOOR SOUTH
OMAHA NE 68102-2010

WENCEL JOLANTA D
14502 COLUMBINE ST
THORNTON CO 80602-7313

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS ST
OMAHA NE 68179-1001

WILLIAMS JERIAH DAVID AND
WILLIAMS LAUREN CHRISTINE
4570 ZUNI ST
DENVER CO 80211-1567

URIBE ANTONIO AND
URIBE ROSA
3450 VALLEJO ST
DENVER CO 80211-3441

YOUNT ROLAND G TRUST FBO
YOUNT SAMANTHA A
6059 S QUEBEC ST STE 202
ENGLEWOOD CO 80111-4523

VALDEZ RICHARD T AND
VALDEZ BARBARA G
2341 W 58TH AVE
DENVER CO 80221-1827

AABAK ED
OR CURRENT RESIDENT
5781 CLAY STREET
DENVER CO 80221

VARGAS JAVIER
6125 E 123RD WAY
BRIGHTON CO 80602-4607

AGUILAR ALEJANDRO J AND
AGUILAR AUDREY J
OR CURRENT RESIDENT
5560 VALLEJO ST
DENVER CO 80221-1448

VASQUEZ RON
8433 ZINNIA CT
ARVADA CO 80005-1100

ALBERT SHERRILL J AND
ALBERT ERICA R
OR CURRENT RESIDENT
2232 W 55TH AVE
DENVER CO 80221-1441

VAUGHAN JOHN AND JULIENE LIVING TRUST
1916 UTE CREEK DR
LONGMONT CO 80504-3767

ANDASOLA LORETTA E
OR CURRENT RESIDENT
2290 W 57TH PL
DENVER CO 80221-6611

VERA RAFAEL MARTINEZ AND
URIBE MARIA E MARTINEZ
5565 FEDERAL BLVD LOT 34
DENVER CO 80221-8802

ANGEL PHILBERT J AND
ANGEL FRANCES J
OR CURRENT RESIDENT
5471 RARITAN WAY
DENVER CO 80221-1735

WATSON JOHN D
3489 W 72ND AVE
WESTMINSTER CO 80030-5334

APMANN AARON
OR CURRENT RESIDENT
5573 RARITAN WAY
DENVER CO 80221-1770

APODACA GIL S
OR CURRENT RESIDENT
2241 W 59TH PL
DENVER CO 80221-6614

AYALA BALTAZAR M
OR CURRENT RESIDENT
2225 W 58TH PL
DENVER CO 80221-6612

ARCHULETA EVELYN M
OR CURRENT RESIDENT
5515 ZUNI ST
DENVER CO 80221-1403

AYALA LEONARDO AND
AYALA ANIBAL
OR CURRENT RESIDENT
2345 W 56TH AVE
DENVER CO 80221

ARCHULETA PATRICIA ANN
OR CURRENT RESIDENT
1740 W 55TH AVE
DENVER CO 80221-1730

BAADE ANITA
OR CURRENT RESIDENT
5510 VALLEJO ST
DENVER CO 80221-1448

ARELLANO RICARDO AND
ARELLANO CRISTINA
OR CURRENT RESIDENT
5532 RARITAN WAY
DENVER CO 80221-1771

BAIER KELLY D
OR CURRENT RESIDENT
2381 W 58TH AVE
DENVER CO 80221-1827

ARIAS JERRY A AND
ARIAS RITA L
OR CURRENT RESIDENT
2330 W 56TH AVE
DENVER CO 80221

BARRERA FIDEL
OR CURRENT RESIDENT
5501 SHOSHONE STREET
DENVER CO 80221

ARID LLC
OR CURRENT RESIDENT
2196 W 56TH AVE
DENVER CO 80221-6603

BERZOZA YOLANDA L
OR CURRENT RESIDENT
2241 W 55TH AVE
DENVER CO 80221-1440

ARROYOS EDUARDO
OR CURRENT RESIDENT
2661 W 58TH AVE
DENVER CO 80221-1854

BLOCK ADAM JOSEPH
OR CURRENT RESIDENT
1701 W 55TH PL
DENVER CO 80221-1747

AVILA ISMAEL
OR CURRENT RESIDENT
5487 UMATILLA ST
DENVER CO 80221-1475

BOGGS RONALD C
OR CURRENT RESIDENT
5523 TEJON ST
DENVER CO 80221-1435

AVILA LYDIA AND OLIVAS-AVILA KAILEEN LIZETTE
AND
OLIVAS-AVILA BYANKA YAZMIN
OR CURRENT RESIDENT
2681 W 58TH AVE
DENVER CO 80221-1854

BRUNDAGE ROBERT
OR CURRENT RESIDENT
5520 SHOSHONE ST
DENVER CO 80221-1725

AYALA BALTAZAR AND
GARCIA TERESA
OR CURRENT RESIDENT
2223 W 58TH PL
DENVER CO 80221

BULTEMA HANS
OR CURRENT RESIDENT
2340 W 57TH AVE
DENVER CO 80221-1870

BURSON PAUL J AND
BURSON ROSA MARIA
OR CURRENT RESIDENT
5560 ALCOTT ST
DENVER CO 80221-1624

CAVOTO CATHERINE
OR CURRENT RESIDENT
5730 BRYANT STREET
DENVER CO 80221

BUTLER DEBORAH L
OR CURRENT RESIDENT
2359 W MOFFAT PL
DENVER CO 80221

CHAVEZ ALEJANDRO BARRAZA
OR CURRENT RESIDENT
2551 W 58TH AVENUE
DENVER CO 80221

CANO IMELDA AND
CANO DELORES
OR CURRENT RESIDENT
2381 W 59TH PL
DENVER CO 80221-1834

CLARK CHARLENE P
OR CURRENT RESIDENT
5551 UMATILLA ST
DENVER CO 80221-1475

CARDOZA JOSE LIUS GUERECIA
OR CURRENT RESIDENT
2270 W 59TH PL
DENVER CO 80221-6615

CLARK JAMES ROBERT FAMILY TRUST THE
OR CURRENT RESIDENT
2300 W 59TH PL
DENVER CO 80221-1835

CARMONA BRANDY LYNN AND
MACIAS HELEN
OR CURRENT RESIDENT
5750 BRYANT ST
DENVER CO 80221-1856

CLAYPOOL DAVID
OR CURRENT RESIDENT
2201 W 56TH PL
DENVER CO 80221-6606

CARRASCO MARIA P
OR CURRENT RESIDENT
2380 W 58TH AVE
DENVER CO 80221

COLORADO STATEWIDE IRON WORKERS
ERECTOR JT APPRENTICESHIP & TRAINING TRUS
OR CURRENT RESIDENT
5575 TEJON ST
DENVER CO 80221

CARRASCO MARIA PIEDAD
OR CURRENT RESIDENT
2360 W 58TH AVE
DENVER CO 80221-1828

CONTRERAS SERGIO ANTONIO
OR CURRENT RESIDENT
5774 CLAY STREET
DENVER CO 80221

CARRILLO MARCOS DANIEL AND
CONCA RUTH ANN
OR CURRENT RESIDENT
5511 SHOSHONE STREET
DENVER CO 80221

COSTILLO NETTIE M
OR CURRENT RESIDENT
5453 SHOSHONE ST
DENVER CO 80221-1722

CASAS CORNELIO JR AND
CASAS LOURDES
OR CURRENT RESIDENT
5461 RARITAN WAY
DENVER CO 80221-1735

COURTNEY JESSIC A TARA AND
COURTNEY RICHARD HARDING
OR CURRENT RESIDENT
2212 W 55TH AVE
DENVER CO 80221-1441

CASTILLO RITA
OR CURRENT RESIDENT
2216 W MOFFAT PL
DENVER CO 80221-1443

COWAN DAVID E AND
COWAN GAIL LEONE
OR CURRENT RESIDENT
2291 W 59TH PL
DENVER CO 80221-6614

CRUZ DAVID AND CRUZ GLORIA
OR CURRENT RESIDENT
5571 SHOSHONE ST
DENVER CO 80221

DURAN ANTHONY A AND
DURAN JOANN A
OR CURRENT RESIDENT
5545 ZUNI ST
DENVER CO 80221-1403

DAILEY-FISHER DEBRA A
OR CURRENT RESIDENT
2321 W 58TH AVE
DENVER CO 80221-1827

EBERL DORIS I
OR CURRENT RESIDENT
2315 W MOFFAT PL
DENVER CO 80221

DAMIAN MATTHEW AND
DAMIAN MARINA
OR CURRENT RESIDENT
5728 ALCOTT STREET
DENVER CO 80221

ELIZONDO LIDIA A
OR CURRENT RESIDENT
5523 RARITAN WAY
DENVER CO 80221

DAVIS ZACKARY
OR CURRENT RESIDENT
5637 WYANDOT ST
DENVER CO 80221-1857

ESP VENTURES LLC
OR CURRENT RESIDENT
5750 PECOS ST
DENVER CO 80221-6619

DE HERRERA LINDA AND
JIMENEZ PATRICIA
OR CURRENT RESIDENT
2320 W 56TH AVE
DENVER CO 80221-1808

ESPINOZA MARK AND
SAAVEDRA MARIA O
OR CURRENT RESIDENT
5700 BRYANT ST
DENVER CO 80221-1856

DEBRAAK JOHN R AND
DEBRAAK LARONNA SHAE
OR CURRENT RESIDENT
1760 W 55TH PL
DENVER CO 80221-1712

ESPINOZA SETH AND
ESPINOZA ATHENA
OR CURRENT RESIDENT
5552 UMATILLA ST
DENVER CO 80221-1474

DECKER JOHN L AND
DECKER DIANNA L
OR CURRENT RESIDENT
2341 W 59TH PL
DENVER CO 80221-1834

ESTES DONALD DEAN
OR CURRENT RESIDENT
1761 W 54TH PL
DENVER CO 80221-1710

DIETZ ERIC
OR CURRENT RESIDENT
2230 W 59TH PL
DENVER CO 80221-6613

FALLER DEBRA JEAN
OR CURRENT RESIDENT
2201 W 57TH PL
DENVER CO 80221-6610

DISTLER CHRISTOPHER
OR CURRENT RESIDENT
2260 W 57TH PL
DENVER CO 80221-6611

FARMER KELLY B AND
KORTE JENNIFER MARIA
OR CURRENT RESIDENT
5630 ALCOTT ST
DENVER CO 80221-1837

DOMINGUEZ ROGELIO AND
DOMINGUEZ LETICIA
OR CURRENT RESIDENT
5477 UMATILLA ST
DENVER CO 80221-1475

FENG GUANG NING AND
FENG XUE ZHENG
OR CURRENT RESIDENT
5755 BRYANT ST
DENVER CO 80221-1843

FERRARO CARMINE
OR CURRENT RESIDENT
5476 UMATILLA ST
DENVER CO 80221

GARCIA GINA V
OR CURRENT RESIDENT
2360 W MOFFAT PL
DENVER CO 80221-1482

FISHER WILLIAM L AND
DAILEY-FISHER DEBRA A
OR CURRENT RESIDENT
2222 W 58TH PL
DENVER CO 80221-6613

GARCIA JASON DAVID
OR CURRENT RESIDENT
5484 TEJON ST
DENVER CO 80221

FLORES CAROLINE A
OR CURRENT RESIDENT
5521 UMATILLA ST
DENVER CO 80221

GARCIA JERRY
OR CURRENT RESIDENT
1741 W 54TH PL
DENVER CO 80221-1710

FOSTER REGAN M AND
FOSTER ELIZABETH R
OR CURRENT RESIDENT
5466 UMATILLA ST
DENVER CO 80221-1474

GARCIA LEON MICHAEL
OR CURRENT RESIDENT
5522 UMATILLA ST
DENVER CO 80221-1474

FRANSUA PHYLLIS C 1/4 INT / LUCERO ELVIN 1/4
INT AND
LUCERO DUANE 1/4 INT AND LUCERO CLARENCE 1/4
INT
OR CURRENT RESIDENT
5462 SHOSHONE ST
DENVER CO 80221-1723

GARCIA LUCAS R
OR CURRENT RESIDENT
5768 ALCOTT ST
DENVER CO 80221-1855

FREEBURG CHRISTOPHER W AND
FREEBURG THOMAS J
OR CURRENT RESIDENT
5590 TEJON ST
DENVER CO 80221-1436

GARCIA NOHEMI
OR CURRENT RESIDENT
2301 W 56TH AVE
DENVER CO 80221-1807

FREYRE TERESA AND
FREYRE DAVID
OR CURRENT RESIDENT
1781 W 55TH PL
DENVER CO 80221-1747

GIBSON LAURA J
OR CURRENT RESIDENT
5561 SHOSHONE ST
DENVER CO 80221-1724

GALVAN B RAUL
OR CURRENT RESIDENT
5787 ALCOTT STREET
DENVER CO 80221

GLASSICK PARKER
OR CURRENT RESIDENT
5531 SHOSHONE ST
DENVER CO 80221-1724

GARCIA CYRUS RAY AND
GARCIA MARY DOROTHY
OR CURRENT RESIDENT
1780 W 55TH PL
DENVER CO 80221-1712

GLIM CRYSTAL NICOLE
OR CURRENT RESIDENT
2360 W 57TH AVE
DENVER CO 80221-1870

GARCIA DANIEL F AND
GARCIA CONCHITA
OR CURRENT RESIDENT
5478 VALLEJO ST
DENVER CO 80221-1463

GOMEZ ADELE
OR CURRENT RESIDENT
1740 W 55TH PL
DENVER CO 80221-1712

GONZALES ALFONSO T AND
GONZALES LILLIAN
OR CURRENT RESIDENT
5502 RARITAN WAY
DENVER CO 80221-1771

HARRISON MARY A
OR CURRENT RESIDENT
5581 ZUNI ST
DENVER CO 80221-1454

GONZALES FRANCES R
OR CURRENT RESIDENT
5582 RARITAN WAY
DENVER CO 80221

HARROD JAMES CALVIN REVOCABLE TRUST
OR CURRENT RESIDENT
2220 W 56TH AVE
DENVER CO 80221-6605

GONZALES MARY-EUGENIA
OR CURRENT RESIDENT
5474 TEJON ST
DENVER CO 80221

HAUER DANIE AND
CHAU CHRISTINA
OR CURRENT RESIDENT
2410 W 56TH AVE
DENVER CO 80221-1810

GONZALES SALLY R AND
GONZALES FRANK
OR CURRENT RESIDENT
5522 RARITAN WAY
DENVER CO 80221-1771

HAWK BEVERLY M
OR CURRENT RESIDENT
2341 W 57TH AVE
DENVER CO 80221-1869

GONZALEZ CLAUDIA
OR CURRENT RESIDENT
5771 CLAY STREET
DENVER CO 80221

HECKING PETER HG
OR CURRENT RESIDENT
2221 W MOFFAT PL
DENVER CO 80221-1442

GONZALEZ DARLENE
OR CURRENT RESIDENT
1761 W 55TH PL
DENVER CO 80221-1747

HELFAND ALISON EMILY AND
GOODMASTER KYLE SCOTT
OR CURRENT RESIDENT
5510 TEJON ST
DENVER CO 80221-1436

GRANADO VICKIE LEE
OR CURRENT RESIDENT
5451 RARITAN WAY
DENVER CO 80221-1735

HERNANDEZ JOHN A AND
HERNANDEZ GERALDINE
OR CURRENT RESIDENT
2641 W 58TH AVE
DENVER CO 80221-1854

GRISWOLD MATTHEW B
OR CURRENT RESIDENT
5555 ZUNI ST
DENVER CO 80221-1403

HERNANDEZ MERCEDES
OR CURRENT RESIDENT
5520 VALLEJO ST
DENVER CO 80221-1448

GUTIERREZ CARA LYNN
OR CURRENT RESIDENT
2300 W 56TH AVE
DENVER CO 80221-1808

HERNANDEZ ROGELIO
OR CURRENT RESIDENT
5460 RARITAN WAY
DENVER CO 80221

HARO DOLORES M AND
LUCERO JOAQUIN S
OR CURRENT RESIDENT
5560 SHOSHONE ST
DENVER CO 80221-1725

HERRERA JUAN AND
NUNEZ NELYDA
OR CURRENT RESIDENT
5717 ALCOTT STREET
DENVER CO 80221

HINKLE GERTRUDE I REVOCABLE LIVING TRUST
OR CURRENT RESIDENT
2205 W MOFFAT PL
DENVER CO 80221-1442

JORDAN JOHANNES M
OR CURRENT RESIDENT
5444 TEJON ST
DENVER CO 80221-1434

HOLGUIN ERASMO
OR CURRENT RESIDENT
2456 W 56TH AVE
DENVER CO 80221

JUAREZ SOCORRO AND
CERVANTES ANDREA LOYA
OR CURRENT RESIDENT
2321 W 57TH AVE
DENVER CO 80221-1869

HOMRA DAVID G AND
HOMRA REGINNA G
OR CURRENT RESIDENT
2220 W 56TH PL
DENVER CO 80221-6607

KALISTA JOHN PATRICK
OR CURRENT RESIDENT
5544 QUIVAS ST
DENVER CO 80221-1761

HUYNH SONNY AND
NGUYEN THU THI AND HUYNH KIM NGAN
OR CURRENT RESIDENT
5710 BRYANT STREET
DENVER CO 80221

KBD PROPERTIES LLC
OR CURRENT RESIDENT
1775 W 55TH AVE
DENVER CO 80221-1745

INGALLS STANLEY W AND
INGALLS CARMEN C
OR CURRENT RESIDENT
2291 W 56TH AVE
DENVER CO 80221-6604

KHAN SAMINA TUFAIL
OR CURRENT RESIDENT
5521 SHOSHONE ST
DENVER CO 80221-1724

INGALLS STANLEY W AND
INGALLS CARMEN C
OR CURRENT RESIDENT
5646 WYANDOT STREET
DENVER CO 80221

KOHS DAVID W
OR CURRENT RESIDENT
1781 W 54TH PL
DENVER CO 80221-1710

JARA VICTOR AND
FARIAS LAURA
OR CURRENT RESIDENT
5688 ALCOTT ST
DENVER CO 80221-1837

LA RUSSO ELAINE A
OR CURRENT RESIDENT
5481 TEJON ST
DENVER CO 80221-1464

JIMENEZ EDUARDO AND JULIA
OR CURRENT RESIDENT
2213 W 57TH PL
DENVER CO 80221-6610

LEE MICHELE AND
BACA JAMES
OR CURRENT RESIDENT
2201 W MOFFAT PL
DENVER CO 80221-1442

JIMENEZ PRISCILLA
OR CURRENT RESIDENT
2320 W 57TH AVE
DENVER CO 80221-1870

LEE SUSAN L AND
LEE DINO
OR CURRENT RESIDENT
5748 ALCOTT ST
DENVER CO 80221-1855

JORANLIEN KIRSTEN AND
ARNDT WILLIAM BRANDON
OR CURRENT RESIDENT
5580 VALLEJO ST
DENVER CO 80221-1448

LEVY TINA
OR CURRENT RESIDENT
5640 ZUNI ST
DENVER CO 80221-1864

LEWIS STEVE
OR CURRENT RESIDENT
5579 PECOS ST
DENVER CO 80221

MAJALCA CIPRIANO
OR CURRENT RESIDENT
5657 WYANDOT ST
DENVER CO 80221-1857

LITTLETON BRIAN J
OR CURRENT RESIDENT
2221 W 57TH PL
DENVER CO 80221-6610

MALLORY SEAN
OR CURRENT RESIDENT
2250 W 59TH PL
DENVER CO 80221-6615

LITTRELL STANLEY A AND
LITTRELL JUDY L
OR CURRENT RESIDENT
2361 W 55TH AVE
DENVER CO 80221-1481

MANCHA ANA LILIA
OR CURRENT RESIDENT
5551 TEJON ST
DENVER CO 80221-1435

LOPEZ ARTURO JR
OR CURRENT RESIDENT
1742 W 56TH AVE
DENVER CO 80221-6654

MARIN LAUREL A AND
MARIN NORMAN E
OR CURRENT RESIDENT
5767 ALCOTT ST
DENVER CO 80221-1839

LOPPNOW STEPHEN AND
WERNSMANN ERICA
OR CURRENT RESIDENT
2335 W 56TH AVE
DENVER CO 80221-1807

MARKHAM KAREN M AND
WISEMAN ANNAMARIE H
OR CURRENT RESIDENT
2300 W 57TH AVE
DENVER CO 80221-1870

LOPPNOW STEVEN AND CHAU CHRISTINA AND
HAURER DANIEL AND WERNSMANN ERICA
OR CURRENT RESIDENT
2391 W 56TH AVE
DENVER CO 80221-1807

MARTIN-PROCTOR AUNDREA N AND
MARTIN-PROCTOR GARRETT R
OR CURRENT RESIDENT
5464 TEJON ST
DENVER CO 80221-1434

LOVATO GLORIA M
OR CURRENT RESIDENT
5470 RARITAN WAY
DENVER CO 80221-1733

MARTINEZ ALBERT V JR
OR CURRENT RESIDENT
2271 W 59TH PL
DENVER CO 80221-6614

LUCERO AUTHUR R AND
LUCERO MARIA G
OR CURRENT RESIDENT
5563 RARITAN WAY
DENVER CO 80221-1770

MARTINEZ EDGAR R AND
CANO JACQUELINE
OR CURRENT RESIDENT
5650 ZUNI ST
DENVER CO 80221-1864

MADRID ALEX I
OR CURRENT RESIDENT
2291 W 56TH PLACE
DENVER CO 80221

MARTINEZ GERALDEAN R
OR CURRENT RESIDENT
5551 SHOSHONE ST
DENVER CO 80221-1724

MAESTAS DEBBIE C AND
DIXON RYAN M
OR CURRENT RESIDENT
2301 W 58TH AVE
DENVER CO 80221-1827

MARTINEZ JAMES DANIEL
OR CURRENT RESIDENT
2292 W 55TH AVE
DENVER CO 80221-1441

MARTINEZ LORETTA A
OR CURRENT RESIDENT
5758 ALCOTT ST
DENVER CO 80221-1855

MEDINA ROMAN F AND MEDINA MARY IRENE
OR CURRENT RESIDENT
5480 RARITAN WAY
DENVER CO 80221-1733

MARTINEZ SAMUEL DUENAS
OR CURRENT RESIDENT
5738 ALCOTT ST
DENVER CO 80221-1855

MILLER VIVIAN L
OR CURRENT RESIDENT
2313 W MOFFAT PL
DENVER CO 80221-1442

MASIH AKEEL AND
MASIH AKSA AKEEL
OR CURRENT RESIDENT
1721 W 55TH PL
DENVER CO 80221-1747

MOMII PATRICIA ANN
OR CURRENT RESIDENT
5503 RARITAN WAY
DENVER CO 80221-1770

MATTHEWS STEVEN C AND
SILANO KRISTA R
OR CURRENT RESIDENT
2350 W MOFFAT PL
DENVER CO 80221-1482

MONDRAGON AUGUSTINE ROBERT AND
MONDRAGON DORIS F
OR CURRENT RESIDENT
2531 W 58TH AVE
DENVER CO 80221

MATTHIAS MAREN AND
MATHURIN SANDRA
OR CURRENT RESIDENT
5660 ZUNI ST
DENVER CO 80221-1864

MONTEFERRANTE ASSET MANAGEMENT LLC
OR CURRENT RESIDENT
5680 PECOS STREET
DENVER CO 80221

MC BAIN HELEN J
OR CURRENT RESIDENT
2220 W 57TH PL
DENVER CO 80221-6611

MONTES KAREN M AKA
CISNEROS KAREN M
OR CURRENT RESIDENT
5540 SHOSHONE ST
DENVER CO 80221-1725

MC DOUGALL PATRICIA A
MC DOUGALL THOMAS J
OR CURRENT RESIDENT
5512 UMATILLA ST
DENVER CO 80221-1474

MONTOYA JOAN F
OR CURRENT RESIDENT
2321 W 55TH AVE
DENVER CO 80221-1481

MC DOUGALL ROBERT J AND
MC DOUGALL MEGHAN A
OR CURRENT RESIDENT
5511 UMATILLA ST
DENVER CO 80221-1475

MORENO-ESPARZA MOISES AND
RUIZ LILIANA T
OR CURRENT RESIDENT
2361 W 58TH AVE
DENVER CO 80221-1827

MCKEACHIE RAYMOND
OR CURRENT RESIDENT
5542 UMATILLA ST
DENVER CO 80221-1474

NEVAREZ MARCELO GUTIERREZ
OR CURRENT RESIDENT
2201 W 56TH AVE
DENVER CO 80221-6604

MCLEAN TRUST THE
OR CURRENT RESIDENT
1720 W 55TH PL
DENVER CO 80221-1712

NGUYEN TRONG AND
NGUYEN NGOC BICH
OR CURRENT RESIDENT
5740 BRYANT STREET
DENVER CO 80221

NITURA ROBERTA AND
NITURA LYNDON
OR CURRENT RESIDENT
5754 CLAY ST
DENVER CO 80221-1853

PADILLA DOLORES
OR CURRENT RESIDENT
5651 WYANDOT ST
DENVER CO 80221-1857

NOLAN JEFF AND
NOLAN VICKY
OR CURRENT RESIDENT
1629 W 54TH PL
DENVER CO 80221-1710

PADILLA JUAN M JR AND
PADILLA JUAN M SR
OR CURRENT RESIDENT
5777 ALCOTT ST
DENVER CO 80221-1839

NORTHROP CHRISTINA D
OR CURRENT RESIDENT
5465 PECOS ST
DENVER CO 80221-6421

PAIZ DARRIN P AND PAIZ TRACIE L
OR CURRENT RESIDENT
1762 W 56TH AVE
DENVER CO 80221

OLGUIN DOROTHY AND
VASQUEZ SALVADOR H
OR CURRENT RESIDENT
1960 W 56TH AVE
DENVER CO 80221-6657

PARKER MICHAEL C AND
PARKER LINDA KAY
OR CURRENT RESIDENT
2252 W 55TH AVE
DENVER CO 80221-1441

ONEIL WILLIAM E
OR CURRENT RESIDENT
5554 QUIVAS ST
DENVER CO 80221-1761

PARRIOTT JOEL L AND
SCHNEIDER JILL T
OR CURRENT RESIDENT
5718 ALCOTT STREET
DENVER CO 80221

ORONIA ALEJANDRO
OR CURRENT RESIDENT
1881 W 55TH AVE
DENVER CO 80221-1714

PARTELLO DEBORAH L
OR CURRENT RESIDENT
1721 W 54TH PL
DENVER CO 80221-1710

ORTIZ ERASMO AND ORTIZ MARIA
OR CURRENT RESIDENT
2200 W 56TH PLACE
DENVER CO 80221

PATINO-CARDENAS ABRAHAM
OR CURRENT RESIDENT
5660 ALCOTT ST
DENVER CO 80221

ORTIZ PHILLIP G AND
ORTIZ MARIE A
OR CURRENT RESIDENT
1700 W 55TH PL
DENVER CO 80221-1712

PATTON CHARLES A AND PATTON LUCILLE A
OR CURRENT RESIDENT
5472 SHOSHONE STREET
DENVER CO 80221-1723

PACHECO DEBBIE KAY
OR CURRENT RESIDENT
1950 W 56TH AVE
DENVER CO 80221

PAYAN FERNANDO AND PAYAN ANA B
OR CURRENT RESIDENT
2501 W 56TH AVE
DENVER CO 80221-1809

PADILLA CARLA J
OR CURRENT RESIDENT
5531 UMATILLA ST
DENVER CO 80221-1475

PETERS ANGELA AND
PETERS CHRISTOPHER
OR CURRENT RESIDENT
5532 UMATILLA ST
DENVER CO 80221-1474

POOVEY ANGELA
OR CURRENT RESIDENT
5727 ALCOTT ST
DENVER CO 80221-1839

RAMOS ROSA MARIA
OR CURRENT RESIDENT
5553 RARITAN WAY
DENVER CO 80221-1770

POWELL KELLIE A
OR CURRENT RESIDENT
2224 W 58TH PL
DENVER CO 80221-6613

ROBINSON DANIEL J AND
ROBINSON DANIELLE C
OR CURRENT RESIDENT
5550 VALLEJO ST
DENVER CO 80221-1448

PRENDIS SONIA P AND
PRENDIS VICTOR C
OR CURRENT RESIDENT
5455 PECOS ST
DENVER CO 80221

ROBISON JANICE M
OR CURRENT RESIDENT
5570 TEJON ST
DENVER CO 80221-1436

PRINCE DOLORES J
OR CURRENT RESIDENT
5452 SHOSHONE ST
DENVER CO 80221-1723

RODRIGUEZ PETE F AND
DURAN BONNIE A
OR CURRENT RESIDENT
5570 SHOSHONE ST
DENVER CO 80221-1725

PRINCE-SMITH JOLEEN AND SMITH DWAYNE C
OR CURRENT RESIDENT
5450 RARITAN WAY
DENVER CO 80221

ROGERS SUNDAY LOUISE
OR CURRENT RESIDENT
2330 W MOFFAT PL
DENVER CO 80221-1482

PUENTE JERONIMO AND
PUENTE BERTHA CASTILLO
OR CURRENT RESIDENT
5501 UMATILLA ST
DENVER CO 80221-1475

RUBIO CLOVER OCTAVIO MOLINA AND
HERNANDEZ DALIA ESCORZA
OR CURRENT RESIDENT
5501 TEJON ST
DENVER CO 80221-1435

QUINTANA MIGUEL R AND
QUINTANA YVETTE H
OR CURRENT RESIDENT
5735 BRYANT STREET
DENVER CO 80221

RUSSELL JOSH L AND
RUSSELL PAULETTE J
OR CURRENT RESIDENT
5720 BRYANT STREET
DENVER CO 80221

RAMIREZ BENJAMIN AND
RAMIREZ ELIZABETH
OR CURRENT RESIDENT
5737 ALCOTT STREET
DENVER CO 80221

RUTTER DAVID A AND
RUTTER LAURETTE S
OR CURRENT RESIDENT
2200 W 56TH AVE
DENVER CO 80221-6605

RAMIREZ TERESA J AND
GABALDON JULIE A
OR CURRENT RESIDENT
2309 W MOFFAT PL
DENVER CO 80221

SAIZ GARCIA PATRICIA
OR CURRENT RESIDENT
5540 TEJON ST
DENVER CO 80221-1436

RAMOS RICHARD THOMAS
OR CURRENT RESIDENT
5533 RARITAN WAY
DENVER CO 80221-1770

SALAZAR PETE AND
SALAZAR STELLA C
OR CURRENT RESIDENT
2211 W 58TH PL
DENVER CO 80221-6612

SANCHEZ LOYA CARMEN AND
RODRIGUEZ RAFAEL J
OR CURRENT RESIDENT
2391 W 59TH PL
DENVER CO 80221-1834

SMEJKAL BARI W
OR CURRENT RESIDENT
5552 ALCOTT ST
DENVER CO 80221-1624

SANDOVAL MICHELLE
OR CURRENT RESIDENT
1680 W 55TH AVE
DENVER CO 80221

SMITH ANDREW L AND
DUBNER ANNETTE C
OR CURRENT RESIDENT
5678 ALCOTT STREET
DENVER CO 80221

SANTOS MONICA L
OR CURRENT RESIDENT
5465 TEJON STREET
DENVER CO 80221

SMITH CHARLES LEE AND
SMITH EMILY SUE
OR CURRENT RESIDENT
5574 QUIVAS ST
DENVER CO 80221

SCHAFERSMAN CHRISTOPHER
OR CURRENT RESIDENT
1741 W 55TH PL
DENVER CO 80221-1747

SMITH KEVIN
OR CURRENT RESIDENT
2300 W MOFFAT PL
DENVER CO 80221-1482

SEMMEN CRAIG A
OR CURRENT RESIDENT
5488 VALLEJO ST
DENVER CO 80221

SNYDER SAMANTHA
OR CURRENT RESIDENT
5483 SHOSHONE ST
DENVER CO 80221-1722

SERDY KEVIN
OR CURRENT RESIDENT
2300 W 58TH AVE
DENVER CO 80221-1828

SOUTHERN WILL
OR CURRENT RESIDENT
5463 SHOSHONE ST
DENVER CO 80221-1722

SHORE BROWN AND
SHORE RUBY A
OR CURRENT RESIDENT
5550 SHOSHONE ST
DENVER CO 80221-1725

SPARACINO ADOLFO
OR CURRENT RESIDENT
2220 W MOFFAT PL
DENVER CO 80221-1443

SILVER HOLDINGS LLC
OR CURRENT RESIDENT
2150 W 60TH AVE
DENVER CO 80221-6623

SPERO MICHAEL J
OR CURRENT RESIDENT
5530 VALLEJO ST
DENVER CO 80221-1448

SKOOG BILLY L AND
SKOOG ROBIN K
OR CURRENT RESIDENT
2462 W 56TH AVE
DENVER CO 80221-1810

SPRAGUE KEVIN ROBERT AND
SPRAGUE KELLY ANNE
OR CURRENT RESIDENT
5513 TEJON ST
DENVER CO 80221-1435

SLATER TRACESEA H
OR CURRENT RESIDENT
2220 W 58TH PL
DENVER CO 80221-6613

STIGALL STEPHEN AND
STIGALL JENNIFER
OR CURRENT RESIDENT
5585 QUIVAS ST
DENVER CO 80221-1760

STOLL AMELIA L AND
GOSNELL THOMAS C
OR CURRENT RESIDENT
2340 W MOFFAT PL
DENVER CO 80221-1482

TYSON LESLIE ANN
OR CURRENT RESIDENT
5620 ZUNI STREET
DENVER CO 80221

SUAZO BOBBY
OR CURRENT RESIDENT
2210 W 58TH PL
DENVER CO 80221-6613

VALDEZ JUAN FRANK AND
HERRERA-VALDEZ ERIKA
OR CURRENT RESIDENT
2261 W 56TH PL
DENVER CO 80221-6606

SUFI IMRAN
OR CURRENT RESIDENT
2591 W 58TH AVE
DENVER CO 80221-1854

VALDEZ RICHARD T AND
VALDEZ BARBARA G
OR CURRENT RESIDENT
2341 W 58TH AVE
DENVER CO 80221-1827

SWEENEY GRISEL AND
SWEENEY MATHEW
OR CURRENT RESIDENT
5581 SHOSHONE ST
DENVER CO 80221-1724

VALDEZ WILLIAM M AND
LECHUGA CHALANE E
OR CURRENT RESIDENT
2317 W MOFFAT PL
DENVER CO 80221-1442

TINOCO MARIO AND
TINOCO GUADALUPE A
OR CURRENT RESIDENT
5745 BRYANT ST
DENVER CO 80221-1843

VALDIVIA RODOLFO DAVID AND
VALDIVIA MIQUELEEN
OR CURRENT RESIDENT
2225 W 57TH PL
DENVER CO 80221-6610

TOTO JAMES A
OR CURRENT RESIDENT
2186 W 56TH AVE
DENVER CO 80221-6603

VALDIVIA SERENA RAQUEL
OR CURRENT RESIDENT
5560 TEJON ST
DENVER CO 80221-1436

TRAN TRUNG Q AND
TRAN THY N
OR CURRENT RESIDENT
2621 W 58TH AVE
DENVER CO 80221

VALENZUELA GILBERT J/LORRAINE AND
VALENZUELA RICK
OR CURRENT RESIDENT
5510 SHOSHONE ST
DENVER CO 80221-1725

TRUJILLO ALBERTANO M AND
TRUJILLO PATRICIA R
OR CURRENT RESIDENT
5513 RARITAN WAY
DENVER CO 80221-1770

VAZQUEZ JOSE LUIS AND
VAZQUEZ MARIA R
OR CURRENT RESIDENT
2571 W 58TH AVE
DENVER CO 80221-1854

TRUJILLO RUSSELL
OR CURRENT RESIDENT
5454 TEJON ST
DENVER CO 80221-1434

VEGA SALVADOR AND
SALAZAR ESPERANZA
OR CURRENT RESIDENT
5482 SHOSHONE ST
DENVER CO 80221-1723

TRUJILLO WILLIE RAYMOND AND
TRUJILLO ORALIA CLARA
OR CURRENT RESIDENT
5584 QUIVAS ST
DENVER CO 80221-1761

VIALPANDO SHARON L
OR CURRENT RESIDENT
5707 ALCOTT STREET
DENVER CO 80221

VIGIL JEFFREY J
OR CURRENT RESIDENT
5502 TEJON STREET
DENVER CO 80221

WERNSMANN ERICA AND
LOPPNOW STEPHEN
OR CURRENT RESIDENT
2350 W 56TH AVENUE
DENVER CO 80221-1808

VIGIL JOSEPH G
OR CURRENT RESIDENT
1760 W 55TH AVE
DENVER CO 80221-1730

WHITAKER EMILY
OR CURRENT RESIDENT
5760 BRYANT STREET
DENVER CO 80221

VIGIL JUAN E II
OR CURRENT RESIDENT
2301 W 59TH PL
DENVER CO 80221-1834

WHITE DIANE E
OR CURRENT RESIDENT
5650 PECOS ST
DENVER CO 80221-6641

VILLA CARMEN T
OR CURRENT RESIDENT
5543 RARITAN WAY
DENVER CO 80221

WILKINS COLIN
OR CURRENT RESIDENT
5778 ALCOTT ST
DENVER CO 80221-1855

VILLANUEVA IGNACIO AND
VILLANUEVA DAMARIS
OR CURRENT RESIDENT
5689 WYANDOT ST
DENVER CO 80221-1857

WILLIAMS KRISTY D
OR CURRENT RESIDENT
2320 W 58TH AVE
DENVER CO 80221-1828

VILLEGAS DELIA GARCIA
OR CURRENT RESIDENT
5502 UMATILLA ST
DENVER CO 80221-1474

WISEMAN ZACHARY ROBERT AND
ADAM CALISSE MARIE
OR CURRENT RESIDENT
2241 W 56TH PL
DENVER CO 80221-6606

VU TIEN AND
NGUYEN DAO
OR CURRENT RESIDENT
5697 ALCOTT STREET
DENVER CO 80221

WOOLERY MICHAEL R AND
WOOLERY LACEY E
OR CURRENT RESIDENT
5757 ALCOTT ST
DENVER CO 80221-1839

WALK JUSTIN
OR CURRENT RESIDENT
2240 W 56TH PL
DENVER CO 80221-6607

YARISH BRUCE AND
YARISH SHANNON
OR CURRENT RESIDENT
2340 W 58TH AVE
DENVER CO 80221

WENCEL DARIUSZ
OR CURRENT RESIDENT
5564 QUIVAS ST
DENVER CO 80221-1761

YHEAULON MATTHEW J
OR CURRENT RESIDENT
5530 SHOSHONE ST
DENVER CO 80221-1725

WENDELIN WILBUR L AND
WENDELIN BERNITA A
OR CURRENT RESIDENT
5443 SHOSHONE ST
DENVER CO 80221-1722

YOUNG JAMES FRANK AND
YOUNG STEVEN DAVID
OR CURRENT RESIDENT
2290 W 59TH PL
DENVER CO 80221-6615

CURRENT RESIDENT
2323 1/2 W MOFFAT PL
DENVER CO 80221-1409

CURRENT RESIDENT
5540 VALLEJO ST
DENVER CO 80221-1448

CURRENT RESIDENT
5535 TEJON ST
DENVER CO 80221-1435

CURRENT RESIDENT
5570 VALLEJO ST
DENVER CO 80221-1448

CURRENT RESIDENT
5506 TEJON ST
DENVER CO 80221-1436

CURRENT RESIDENT
5485 TEJON ST
DENVER CO 80221-1464

CURRENT RESIDENT
5516 TEJON ST
DENVER CO 80221-1436

CURRENT RESIDENT
5486 UMATILLA ST
DENVER CO 80221-1474

CURRENT RESIDENT
2201 W 55TH AVE
DENVER CO 80221-1440

CURRENT RESIDENT
5541 UMATILLA ST
DENVER CO 80221-1475

CURRENT RESIDENT
2221 W 55TH AVE
DENVER CO 80221-1440

CURRENT RESIDENT
2312 W 55TH AVE
DENVER CO 80221-1480

CURRENT RESIDENT
2285 W 55TH AVE
DENVER CO 80221-1440

CURRENT RESIDENT
2301 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
2272 W 55TH AVE
DENVER CO 80221-1441

CURRENT RESIDENT
2341 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
2200 W MOFFAT PL
DENVER CO 80221-1443

CURRENT RESIDENT
2381 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
2210 W MOFFAT PL
DENVER CO 80221-1443

CURRENT RESIDENT
5581 ZUNI ST STE 1
DENVER CO 80221-1486

CURRENT RESIDENT
5581 ZUNI ST STE 2
DENVER CO 80221-1486

CURRENT RESIDENT
1710 W 55TH AVE APT 2
DENVER CO 80221-1727

CURRENT RESIDENT
5581 ZUNI ST STE 3
DENVER CO 80221-1486

CURRENT RESIDENT
1710 W 55TH AVE APT 3
DENVER CO 80221-1727

CURRENT RESIDENT
5581 ZUNI ST STE A
DENVER CO 80221-1486

CURRENT RESIDENT
1710 W 55TH AVE APT 4
DENVER CO 80221-1727

CURRENT RESIDENT
5581 ZUNI ST STE B
DENVER CO 80221-1486

CURRENT RESIDENT
1780 W 55TH AVE
DENVER CO 80221-1730

CURRENT RESIDENT
1631 W 54TH PL
DENVER CO 80221-1710

CURRENT RESIDENT
1607 W 55TH AVE
DENVER CO 80221-1731

CURRENT RESIDENT
1701 W 54TH PL
DENVER CO 80221-1710

CURRENT RESIDENT
1657 W 55TH AVE
DENVER CO 80221-1731

CURRENT RESIDENT
2031 W 54TH PL
DENVER CO 80221-1719

CURRENT RESIDENT
5481 RARITAN WAY
DENVER CO 80221-1735

CURRENT RESIDENT
5473 SHOSHONE ST
DENVER CO 80221-1722

CURRENT RESIDENT
1640 W 55TH AVE
DENVER CO 80221-1746

CURRENT RESIDENT
5541 SHOSHONE ST
DENVER CO 80221-1724

CURRENT RESIDENT
2460 W 56TH AVE
DENVER CO 80221-1810

CURRENT RESIDENT
1710 W 55TH AVE APT 1
DENVER CO 80221-1727

CURRENT RESIDENT
2400 W 60TH AVE
DENVER CO 80221-1825

CURRENT RESIDENT
5650 ALCOTT ST
DENVER CO 80221-1837

CURRENT RESIDENT
2301 W 57TH AVE
DENVER CO 80221-1869

CURRENT RESIDENT
5698 ALCOTT ST
DENVER CO 80221-1837

CURRENT RESIDENT
2361 W 57TH AVE
DENVER CO 80221-1869

CURRENT RESIDENT
5775 BRYANT ST
DENVER CO 80221-1843

CURRENT RESIDENT
2381 W 57TH AVE
DENVER CO 80221-1869

CURRENT RESIDENT
5744 CLAY ST
WESTMINSTER CO 80221-1853

CURRENT RESIDENT
2380 W 57TH AVE
DENVER CO 80221-1870

CURRENT RESIDENT
5708 ALCOTT ST
DENVER CO 80221-1855

CURRENT RESIDENT
5400 PECOS ST
DENVER CO 80221-6404

CURRENT RESIDENT
5770 BRYANT ST
DENVER CO 80221-1856

CURRENT RESIDENT
5595 PECOS ST UNIT A
DENVER CO 80221-6409

CURRENT RESIDENT
5679 WYANDOT ST
DENVER CO 80221-1857

CURRENT RESIDENT
1349 W 52ND AVE
DENVER CO 80221-6411

CURRENT RESIDENT
5699 WYANDOT ST
DENVER CO 80221-1857

CURRENT RESIDENT
5555 PECOS ST UNIT A
DENVER CO 80221-6416

CURRENT RESIDENT
5620 ZUNI ST
DENVER CO 80221-1864

CURRENT RESIDENT
5555 PECOS ST UNIT B
DENVER CO 80221-6416

CURRENT RESIDENT
5630 ZUNI ST
DENVER CO 80221-1864

CURRENT RESIDENT
5555 PECOS ST UNIT C
DENVER CO 80221-6416

CURRENT RESIDENT
5555 PECOS ST UNIT D
DENVER CO 80221-6416

CURRENT RESIDENT
2261 W 56TH AVE
DENVER CO 80221-6604

CURRENT RESIDENT
5555 PECOS ST UNIT E
DENVER CO 80221-6416

CURRENT RESIDENT
2260 W 56TH AVE
DENVER CO 80221-6605

CURRENT RESIDENT
5555 PECOS ST UNIT F
DENVER CO 80221-6416

CURRENT RESIDENT
2051 W 56TH AVE
DENVER CO 80221-6608

CURRENT RESIDENT
5493 PECOS ST
DENVER CO 80221-6421

CURRENT RESIDENT
2055 W 56TH AVE
DENVER CO 80221-6608

CURRENT RESIDENT
5590 PECOS ST
DENVER CO 80221-6424

CURRENT RESIDENT
5750 PECOS ST STE 1
DENVER CO 80221-6609

CURRENT RESIDENT
5545 PECOS ST
DENVER CO 80221-6425

CURRENT RESIDENT
5750 PECOS ST STE 3
DENVER CO 80221-6609

CURRENT RESIDENT
1901 W 56TH AVE
DENVER CO 80221-6601

CURRENT RESIDENT
5750 PECOS ST STE 6
DENVER CO 80221-6609

CURRENT RESIDENT
1921 W 56TH AVE
DENVER CO 80221-6601

CURRENT RESIDENT
2240 W 57TH PL
DENVER CO 80221-6611

CURRENT RESIDENT
2151 W 56TH AVE
DENVER CO 80221-6602

CURRENT RESIDENT
2213 W 58TH PL
DENVER CO 80221-6612

CURRENT RESIDENT
2160 W 56TH AVE
DENVER CO 80221-6603

CURRENT RESIDENT
2211 W 59TH PL
DENVER CO 80221-6614

CURRENT RESIDENT
2231 W 59TH PL
DENVER CO 80221-6614

CURRENT RESIDENT
1451 CARGILL DR
DENVER CO 80221-6635

CURRENT RESIDENT
5671 TEJON ST
DENVER CO 80221-6616

CURRENT RESIDENT
5610 PECOS ST
DENVER CO 80221-6641

CURRENT RESIDENT
2200 W 60TH AVE UNIT A
DENVER CO 80221-6621

CURRENT RESIDENT
5678 PECOS ST
DENVER CO 80221-6641

CURRENT RESIDENT
2200 W 60TH AVE UNIT B
DENVER CO 80221-6621

CURRENT RESIDENT
5686 PECOS ST
DENVER CO 80221-6641

CURRENT RESIDENT
2200 W 60TH AVE UNIT C
DENVER CO 80221-6621

CURRENT RESIDENT
5801 PECOS ST
DENVER CO 80221-6644

CURRENT RESIDENT
2200 W 60TH AVE UNIT D
DENVER CO 80221-6621

CURRENT RESIDENT
5855 PECOS ST
DENVER CO 80221-6644

CURRENT RESIDENT
2200 W 60TH AVE UNIT E
DENVER CO 80221-6621

CURRENT RESIDENT
5800 PECOS ST
DENVER CO 80221-6645

CURRENT RESIDENT
2200 W 60TH AVE UNIT F
DENVER CO 80221-6621

CURRENT RESIDENT
5890 PECOS ST
DENVER CO 80221-6645

CURRENT RESIDENT
2180 W 60TH AVE
DENVER CO 80221-6623

CURRENT RESIDENT
5929 PECOS ST
DENVER CO 80221-6646

CURRENT RESIDENT
5700 VALLEJO ST
DENVER CO 80221-6626

CURRENT RESIDENT
5931 PECOS ST
DENVER CO 80221-6646

CURRENT RESIDENT
5975 PECOS ST
DENVER CO 80221-6646

CURRENT RESIDENT
5999 PECOS ST
DENVER CO 80221-6646

CURRENT RESIDENT
1722 W 56TH AVE
DENVER CO 80221-6654

CURRENT RESIDENT
2240 W 56TH AVE APT A
DENVER CO 80221-6659

CURRENT RESIDENT
2240 W 56TH AVE APT B
DENVER CO 80221-6659

CURRENT RESIDENT
5750 PECOS ST STE 9
DENVER CO 80221-6667

CURRENT RESIDENT
5676 PECOS ST UNIT A
DENVER CO 80221-6671

CURRENT RESIDENT
5676 PECOS ST UNIT B
DENVER CO 80221-6671

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at 5751 N. Pecos Street on May 26, 2020, in accordance with the requirements of the Adams County Development Standards and Regulations.

J. Gregory Barnes

Pecos Logistics Park

PRC2020-00002

5751 N. Pecos Street

June 30, 2020

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Requests

1. Rezoning:
 - Current Zoning: Mix of R-1-C, I-1, I-2, & I-3
 - Proposed Zoning: I-2
2. Final Plat for Major Subdivision:
 - 3 lots over 67 acres
3. Subdivision Improvements Agreement

Background

- Proposed Development
 - 67 acres
 - 1,100,000 square feet of industrial building area
 - Multi-tenant
 - Business Park
 - Heavy Logistics Center
- Approved Metro District
 - 2019 Approval
 - Variety of services (Security, Fire Suppression, Drainage)
- Preliminary Plat/Roadway Vacation
 - 2020 Approval
- Variance/Special Use Permits
 - 2020 Approvals

Aerial View

Federal Blvd.

N. Pecos St.

Commuter Rail Station

I-76

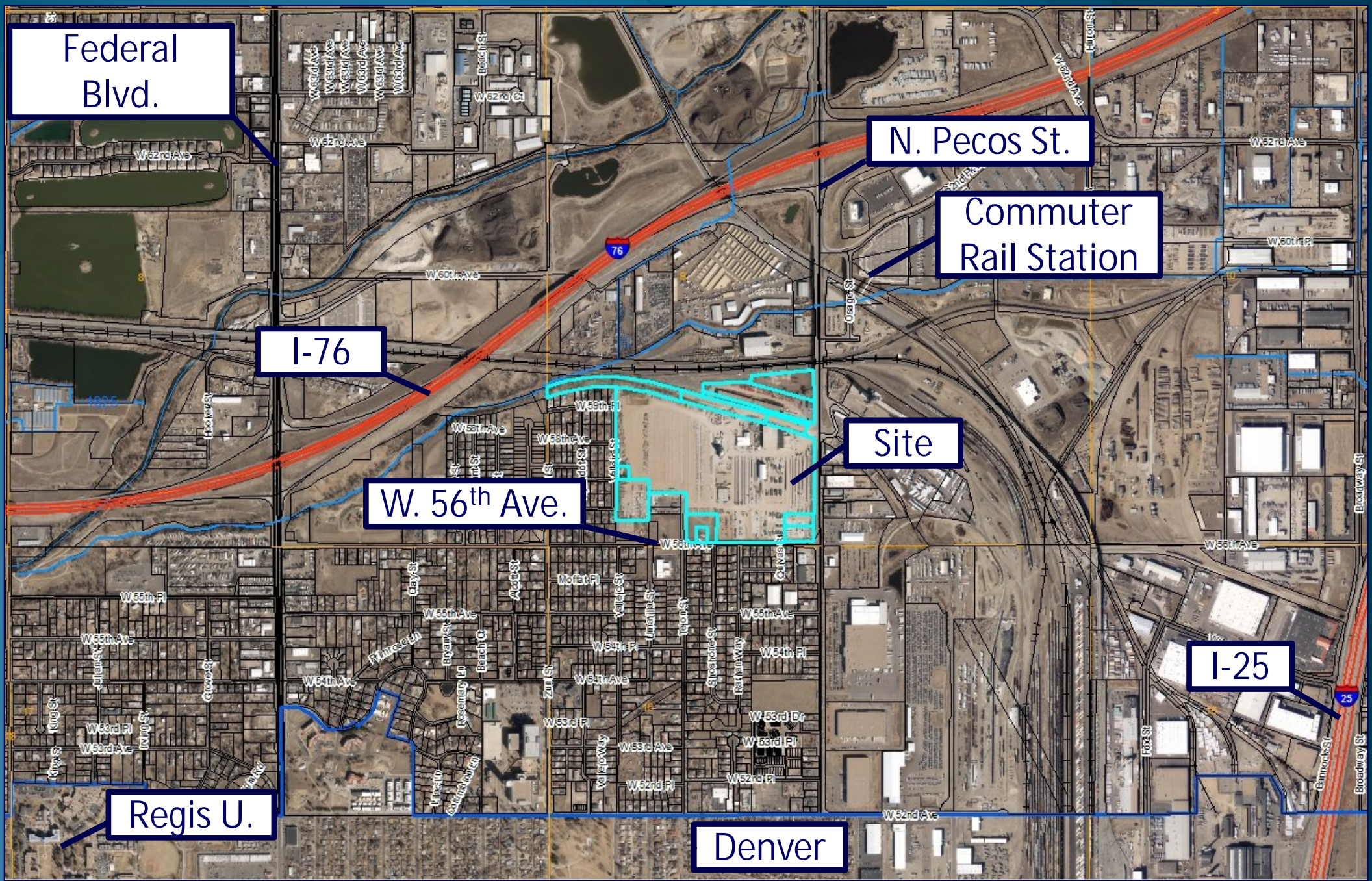
Site

W. 56th Ave.

I-25

Regis U.

Denver



Aerial View

Union Pacific RR

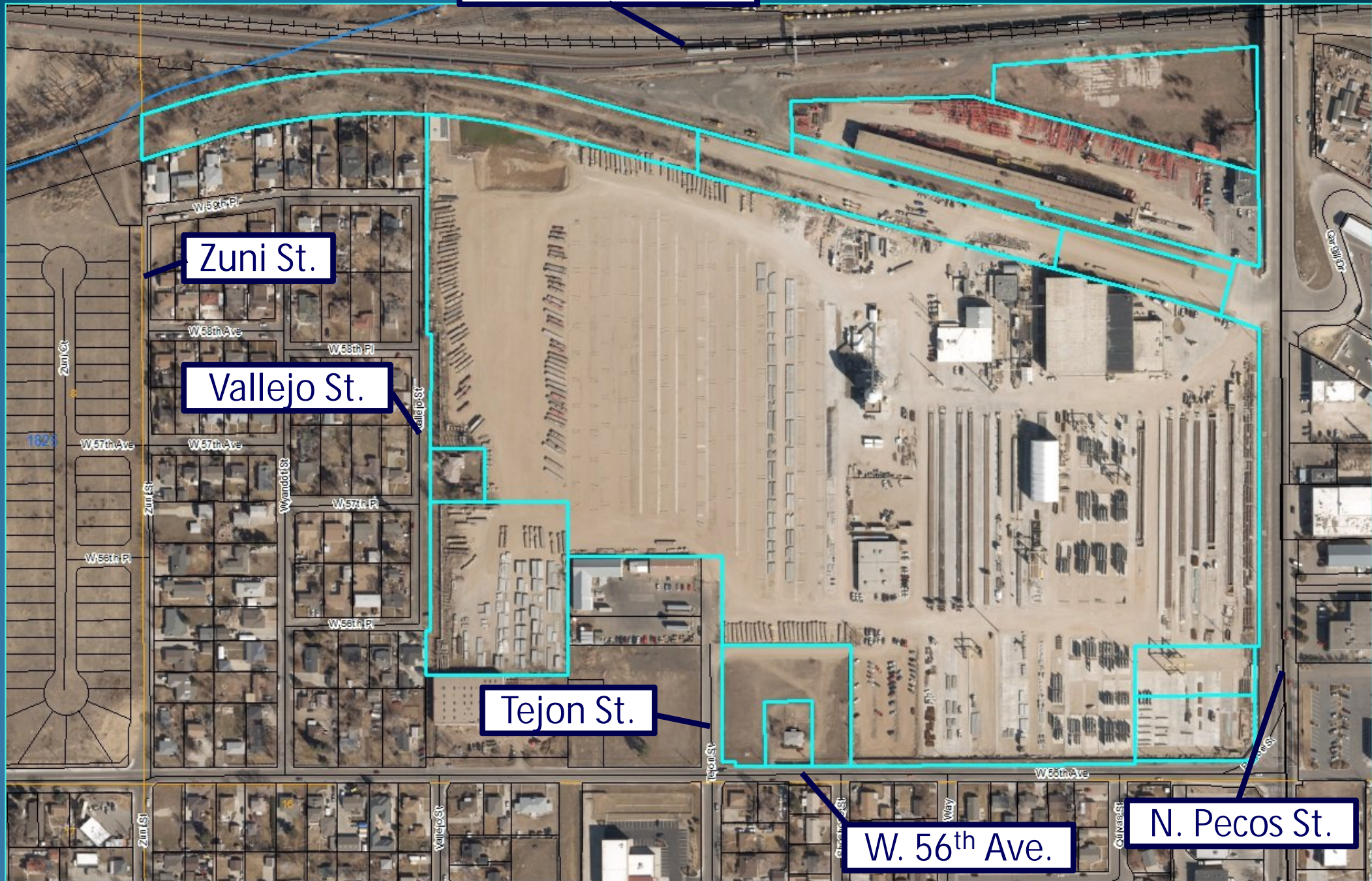
Zuni St.

Vallejo St.

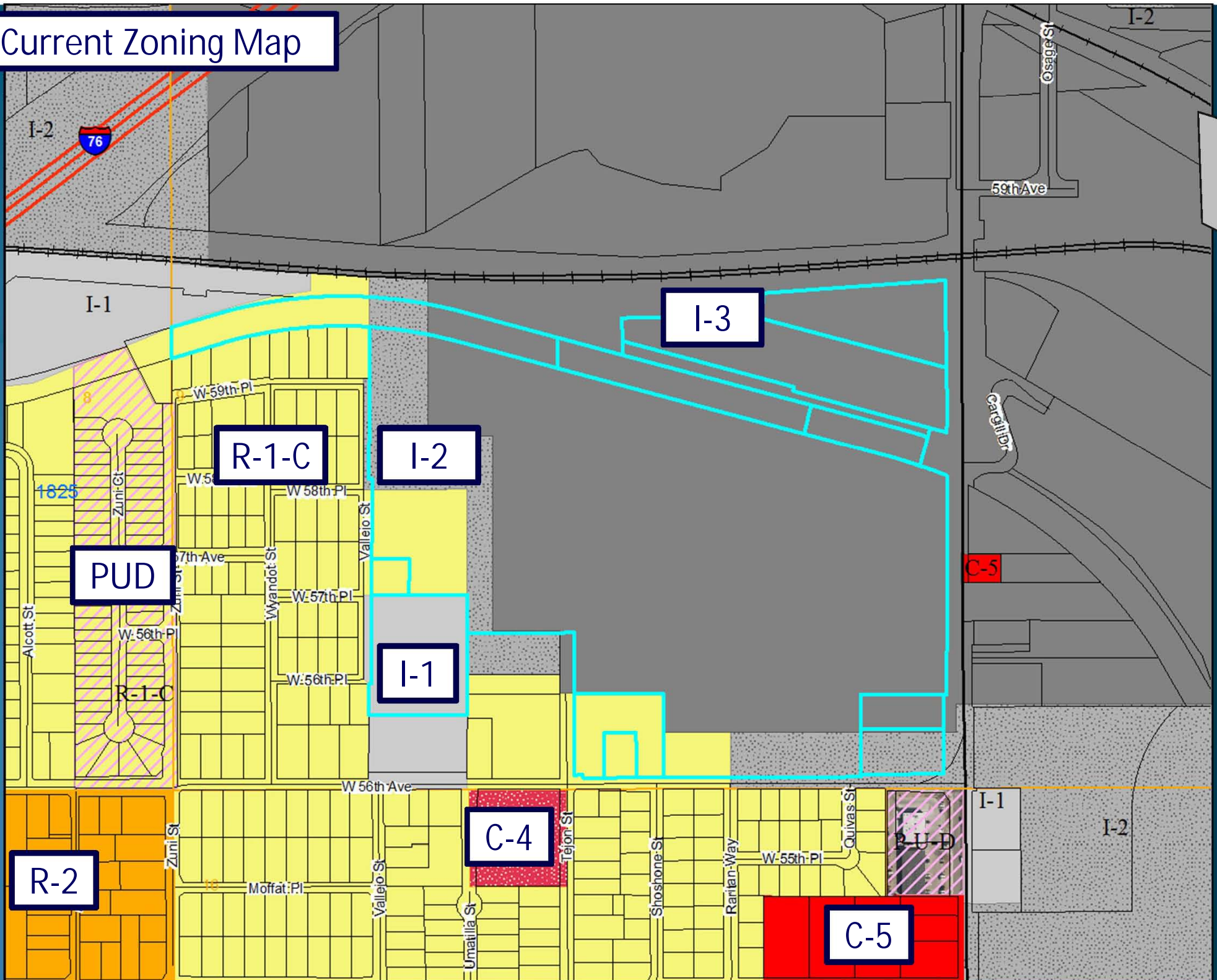
Tejon St.

W. 56th Ave.

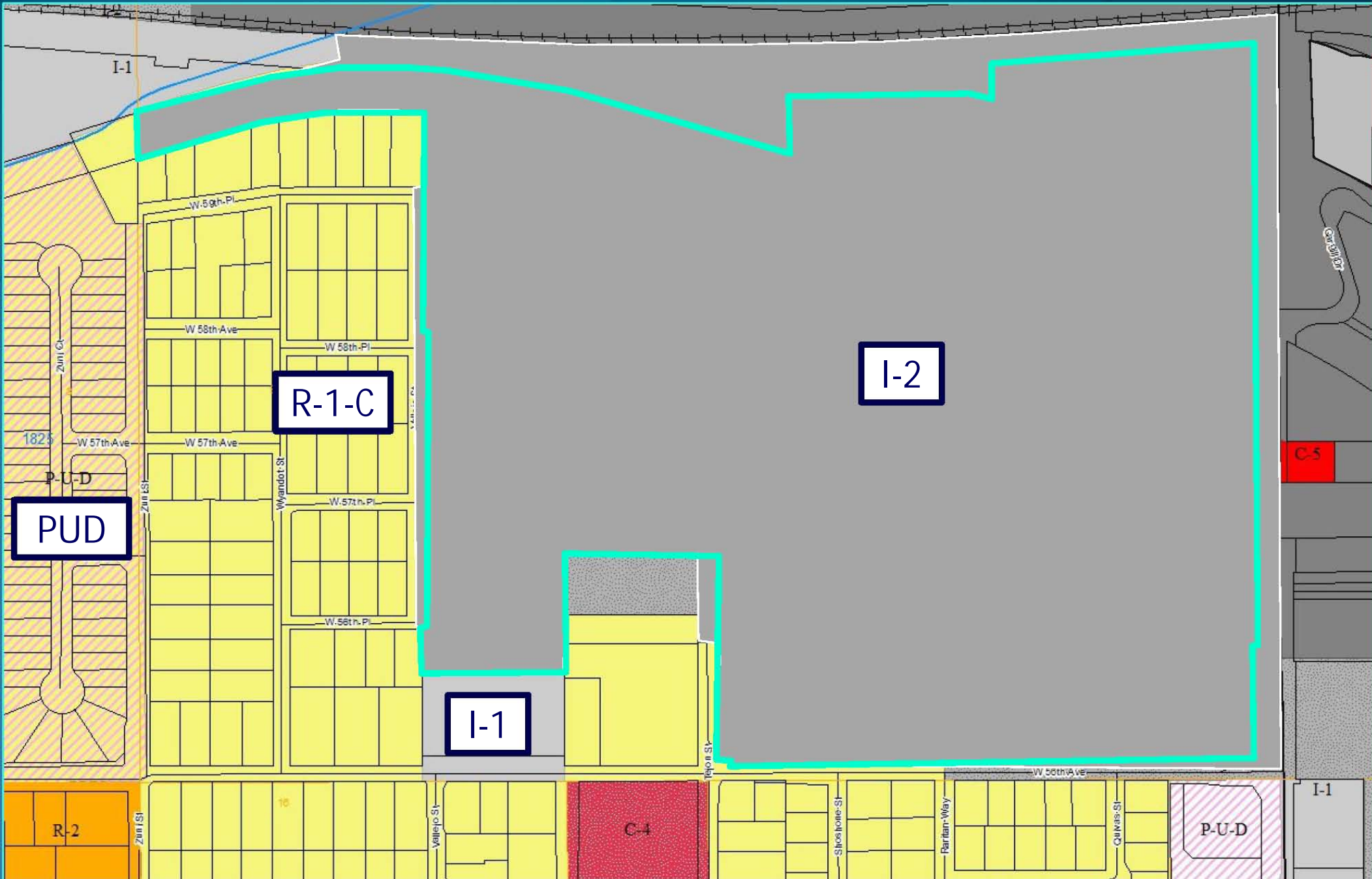
N. Pecos St.



Current Zoning Map



Proposed Zoning Map

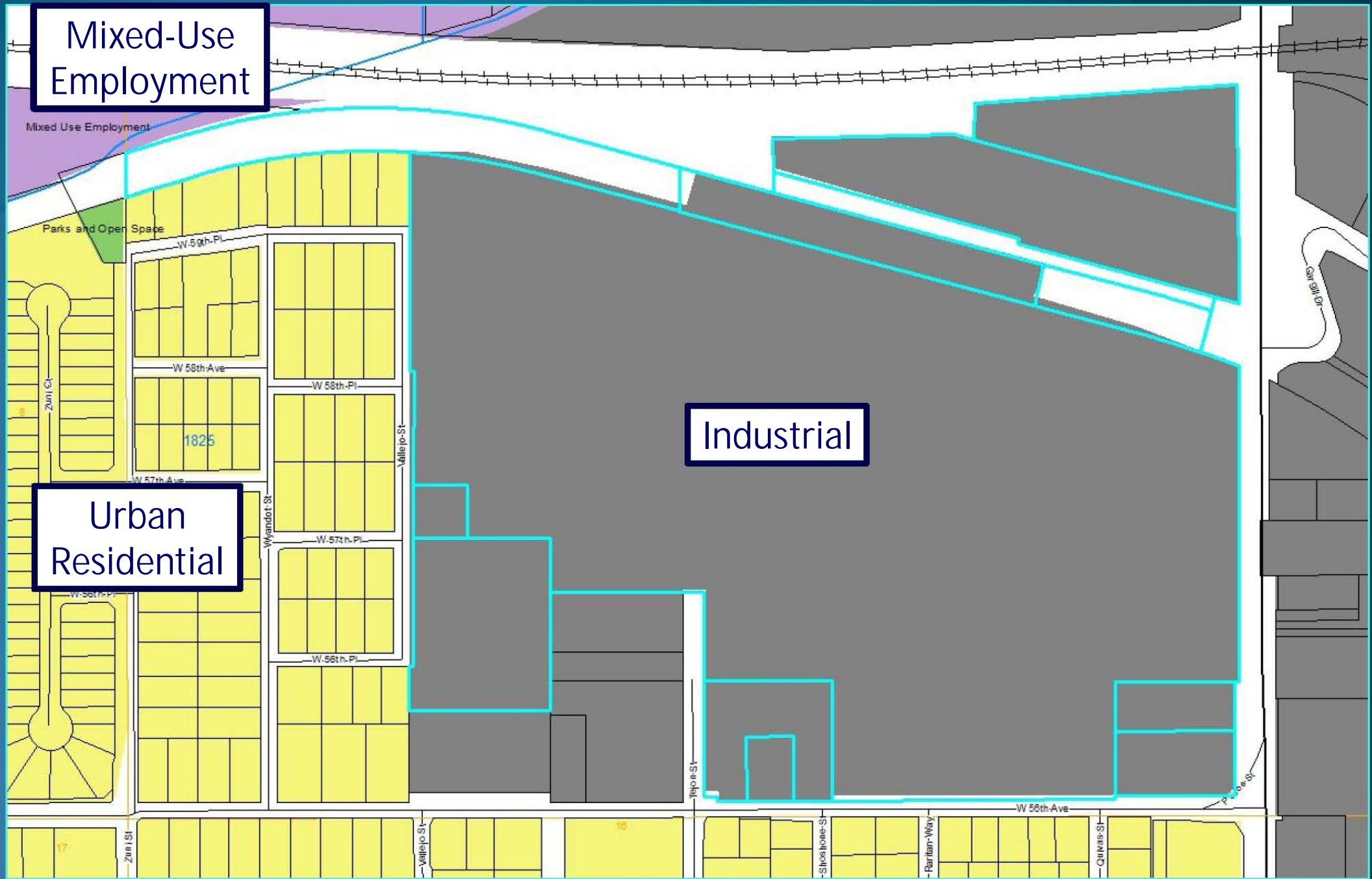


Future Land Use

Mixed-Use
Employment

Urban
Residential

Industrial



Criteria for Rezoning Approval

Section 2-02-15-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

Criteria for Final Plat for Major Subdivision Approval

Section 2-02-19-04-05

1. Consistent with Preliminary Plat Approval
2. Conforms to Subdivision Design Standards
3. Provides Sufficient Water Supply
4. Provides Evidence of Established Sewage Disposal
5. Provides Identification & Mitigation of Hazardous Geologic Conditions
6. Provides Adequate Drainage Improvements
7. Provides Financial Guarantees for Infrastructure

Proposed Final Plat (3 lots)

PECOS LOGISTICS PARK FILING NO. 1-

PLAT

CASE NO.: PLT2019-00013

A REPLAT OF PRESTRESSED-CON SUBDIVISION SECOND FILING; PRESTRESSED-CON SUBDIVISION; LOT 2, BLOCK 1, FELCH SUBDIVISION; RIGHT-OF-WAY VACATION OF A PORTION OF PECOS STREET AND UNPLATTED PARCELS OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 7

LINE LEGEND

| | |
|--|-------------------|
| | PROPERTY BOUNDARY |
| | LOT LINE |
| | EASEMENT LINE |
| | SECTION LINE |
| | ROW DEDICATION |

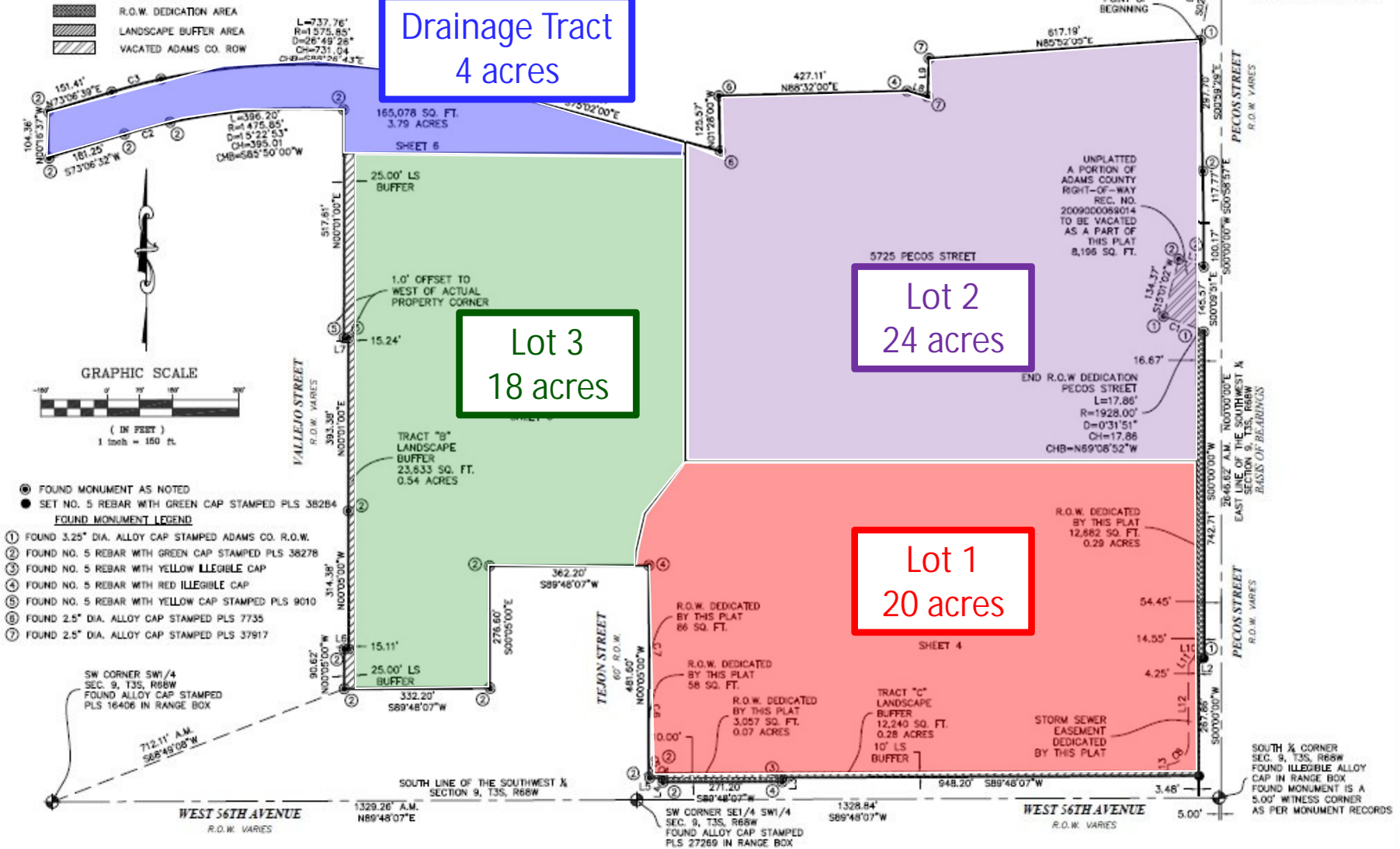
| | |
|--|------------------------|
| | R.O.W. DEDICATION AREA |
| | LANDSCAPE BUFFER AREA |
| | VACATED ADAMS CO. ROW |

Drainage Tract
4 acres

Lot 3
18 acres

Lot 2
24 acres

Lot 1
20 acres



Applicant Site Plan

SITE PLAN GENERAL NOTES

- CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS.

GREY WOLF ARCHITECTURE

ARCHITECTURE PLANNING
 KYLE W. DUNN
 15415 Camino de las Arroyos
 Denver, CO 80202
 Phone: 303.292.9107
 Fax: 303.292.4597

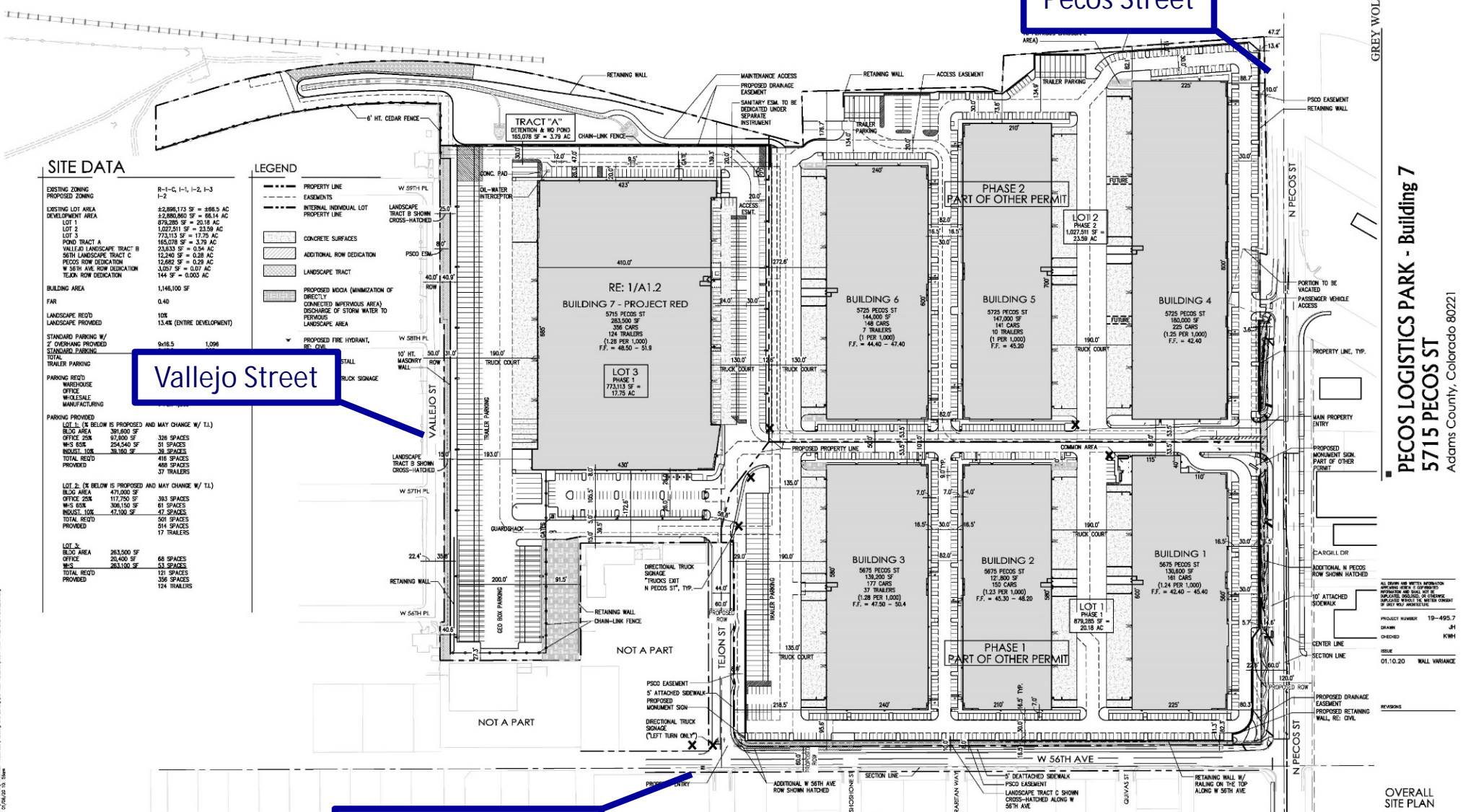
PECOS LOGISTICS PARK - Building 7
 5715 PECOS ST
 Adams County, Colorado 80221

ALL DRAWING USE WITH RESTRICTION
 THIS DRAWING IS THE PROPERTY OF GREY WOLF ARCHITECTURE & PLANNING
 NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM GREY WOLF ARCHITECTURE & PLANNING

PROJECT NUMBER: 19-495.7
 DRAWN: JH
 CHECKED: KWH
 ISSUE: 01.10.20 WALL VARIANCE

OVERALL SITE PLAN

A1.1



SITE DATA

| | |
|---|----------------------------|
| EXISTING ZONING | R-1-C, I-1, I-2, I-3 |
| PROPOSED ZONING | I-2 |
| EXISTING LOT AREA | 22,896,173 SF = 488.5 AC |
| DEVELOPMENT AREA | 22,896,173 SF = 488.5 AC |
| LOT 1 | 678,283 SF = 20.18 AC |
| LOT 2 | 1,027,511 SF = 23.58 AC |
| LOT 3 | 773,113 SF = 17.78 AC |
| POND TRACT A | 165,078 SF = 3.79 AC |
| VALLEJO LANDSCAPE TRACT B | 23,533 SF = 0.54 AC |
| 56TH LANDSCAPE TRACT C | 12,240 SF = 0.28 AC |
| PECOS ROW DEDICATION | 12,892 SF = 0.29 AC |
| W 56TH AVE ROW DEDICATION | 3,057 SF = 0.07 AC |
| TRUCK ROW DEDICATION | 144 SF = 0.003 AC |
| BUILDING AREA | 1,148,100 SF |
| FAR | 0.40 |
| LANDSCAPE REQ'D | 10% |
| LANDSCAPE PROVIDED | 13.4% (ENTIRE DEVELOPMENT) |
| STANDARD PARKING W/ 2' OVERHANG PROVIDED | 3x16.5' = 1,098 |
| TRUCKER PARKING | |
| PARKING PROVIDED | |
| WAREHOUSE | |
| OFFICE | |
| WHOLESALE MANUFACTURING | |
| LOT 1, (5% BELOW IS PROPOSED AND MAY CHANGE W/ T.I.) | |
| BLDG AREA | 391,600 SF |
| OFFICE 25% | 97,900 SF |
| WHOLESALE 50% | 254,540 SF |
| INDUST. 10% | 38,160 SF |
| TOTAL REQ'D PROVIDED | 418 SPACES |
| | 488 SPACES |
| | 37 TRAILERS |
| LOT 2, (5% BELOW IS PROPOSED AND MAY CHANGE W/ T.I.) | |
| BLDG AREA | 471,000 SF |
| OFFICE 25% | 117,750 SF |
| WHOLESALE 50% | 306,150 SF |
| INDUST. 10% | 47,100 SF |
| TOTAL REQ'D PROVIDED | 121 SPACES |
| | 358 SPACES |
| | 544 SPACES |
| | 17 TRAILERS |
| LOT 3, (5% BELOW IS PROPOSED AND MAY CHANGE W/ T.I.) | |
| BLDG AREA | 283,000 SF |
| OFFICE 25% | 70,750 SF |
| WHOLESALE 50% | 203,100 SF |
| INDUST. 10% | 29,150 SF |
| TOTAL REQ'D PROVIDED | 66 SPACES |
| | 53 SPACES |
| | 124 TRAILERS |

LEGEND

- PROPERTY LINE
- EASEMENTS
- INTERNAL INDIVIDUAL LOT PROPERTY LINE
- CONCRETE SURFACES
- ADDITIONAL ROW DEDICATION
- LANDSCAPE TRACT
- PROPOSED MOCA (MINIMIZATION OF DIRECTLY CONNECTED IMPERVIOUS AREA) DISCHARGE OF STORM WATER TO PREVIOUS LANDSCAPE AREA
- PROPOSED FIRE HYDRANT, 30" CIVIL
- 10' HT. MASONRY WALL
- STALL
- TRUCK STORAGE
- LANDSCAPE TRACT B SHOWN CROSS-HATCHED
- LANDSCAPE TRACT C SHOWN CROSS-HATCHED
- RETAINING WALL
- CHAIN-LINK FENCE
- PSOD EASEMENT
- 5' ATTACHED SIDEWALK
- PROPOSED MONUMENT SIGN
- DIRECTIONAL TRUCK STORAGE (LEFT TURN ONLY)
- PSOD EASEMENT
- 5' DEATTACHED SIDEWALK
- PSOD EASEMENT
- LANDSCAPE TRACT C SHOWN CROSS-HATCHED ALONG W 56TH AVE
- RETAINING WALL W/ RAILING ON THE TOP ALONG W 56TH AVE

1 SITE PLAN
 A1.1 1" = 100'-0"



Development Standards

I-2 Zone District

- Minimum Lot Size:
 - 2 acre (required)
 - 18 acres (min. proposed)
- Minimum Lot Width:
 - 125 ft. (required)
 - Over 600 ft. (proposed)
- Minimum Setbacks:
 - 25 ft. (front)
 - 15 ft. (side)
 - 15 ft. (rear)
 - 75 ft. (arterial)
 - 145 ft. (section line)























Applicant's Conceptual Site Plan



Applicant's Conceptual Site Plan



Applicant Rendering





Referral Period

| Notices Sent* | Comments Received |
|---------------|-------------------|
| 471 | 2 |

1,000-foot referral distance

Public Comments:

- Maintenance of Fisher Ditch
- Zoning Violations of Existing User

External Referral Agencies (no concerns):

- Colorado Department of Public Health and Environment
- Colorado Department of Transportation
- Colorado Div. of Mining Reclamation and Safety
- Colorado Division of Water Resources
- Denver Water
- RTD
- TCHD
- Xcel Energy

Analysis

- Comprehensive Plan:
 - Consistent with Future Land Use Map
- Development Standards:
 - Conforms to I-2 zone district standards
 - Conforms to Subdivision Design Standards
 - Water & Sanitation Provision Adequate
 - Financial Guarantees Secured
- Compatibility:
 - Majority of site will be zoned with lesser intensity
 - Services Provided by Pecos Logistics Park Metro District
 - Improved Design of Streets, Sidewalks, & Architecture

Planning Commission

(PRC2020-00002 – Pecos Logistics Park)

- Public Hearing: June 11, 2020
- Only rezoning was heard in accordance with Regulations
- Major subdivision final plat application are not heard before the Planning Commission
- No public comments provided
- 6-0 vote for approval of the project

PC/ Staff Recommendation

(PRC2020-00002 – Pecos Logistics Park)

Approval of the rezoning, final plat for major subdivision, and subdivision improvements agreement (PRC2020-00002) with 11 findings-of-fact, 1 condition, and 1 note.

Recommended Condition

(PRC2020-00002 – Pecos Logistics Park)

1. The existing on-site wastewater treatment system shall be abandoned in accordance with the Tri-County Health Department's Regulation No. O-17, Section 6.8. The Tri-County Health Department must be notified in writing once the systems have been properly abandoned.

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Pecos Logistics Park, LLLP, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

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

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

1. **Engineering Services.**

- a. Developer's Obligations. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibits C, D, E and F and the signal design included in Exhibit B attached hereto, and by this reference made a part hereof.
- b. County's Obligations. County shall furnish, at its own expense, all engineering and other services and necessary permits in connection with the design of the half street improvements described and detailed in Exhibit B. Developer shall be responsible for the construction and costs for improvements on the west half of Pecos Street as outlined in Exhibit B.

2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit B, C, D, E and F for approval by the County. Cost estimates are detailed on Exhibit G. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.

3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibits B, C, D, E and F.

4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement by no later than December 31, 2021. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit B, C, D and E. Any extension greater than 180 days is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.

5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$2,548,622, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and Preliminary Acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of Preliminary Acceptance.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been

approved. No certificate of occupancy will be issued until the improvements described in Exhibit B, C, D and E have been preliminarily accepted by the Department of Public Works.

Building permits will only be issued if access for emergency vehicles is provided and a temporary sediment basin is constructed. To facilitate the construction of the sediment basin, grading and retaining wall(s) construction will be required. The County agrees to issue grading, utility and retaining wall permits in advance of final plat approval and building permits to accommodate this requirement. A Certificate of Occupancy will not be issued until such time as the permanent pond is constructed and accepted by Adams County and the improvements described in Exhibits B, C, D, E and F have been preliminarily accepted by the Department of Public Works.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated “public” on Exhibits B, C, D and E shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.

Developer shall maintain all landscape and water quality features included in public right-of-way as designated on Exhibits B, C, D and E.

7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit A attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. Improvements.

Public Improvements:

Public improvements include half street improvements on Pecos St, 56th Avenue, Tejon St and Vallejo St. Improvements to consist of improved roadway cross sections, curb and gutter, sidewalks, water quality swales, utilities and landscaping. Developer shall design and construct Pecos temporary transition details, Adams County shall design and construct Pecos median structure.

See Exhibits B, C, D and E for detailed description.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibits B, C, D and E.

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

Right of way along Pecos Street, 56th Avenue and Vallejo Street are to be dedicated by the Final Plat and the Platting Process.

Jason J. Miller
Authorized Signatory
Pecos Logistics Park, LLLP
Developer

By: _____
Name, Title

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____,
2020__, by _____
_____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2020

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$2,548,622. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description: See attached Legal Description

Public Improvements: See attached Exhibits B, C, D, E

Construction Completion Date: By December 31, 2021

Initials or signature of Developer: _____

PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

LIST OF EXHIBITS TO THE AGREEMENT

- Exhibit A:** Pecos Logistics Park Legal Description
- Exhibit B:** Pecos Street Improvement Drawings & Proposed New Pecos Street Traffic Signal Drawings
- Exhibit C:** 56th Street Improvement Drawings
- Exhibit D:** Vallejo Street Improvement Drawings
- Exhibit E:** Tejon Street Improvement Drawings
- Exhibit F:** Tract A Detention Pond Drawings
- Exhibit G:** Opinion of Estimated Costs for Exhibits B-F
-

PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

EXHIBIT A: LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING A FOUND 2" DIA. ALLOY CAP STAMPED PLS 24942 IN RANGE BOX; THENCE S02°55'20"W, 924.39 FEET TO THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2018000084369, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PECOS STREET; THENCE ALONG THE SAID WEST RIGHT-OF-WAY LINE OF PECOS STREET THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

1. THENCE S00°59'29"E, 297.70 FEET;
2. THENCE S00°58'57"E, 117.77 FEET;
3. THENCE S00°00'00"W, 100.17 FEET;
4. THENCE S00°06'02"E, 147.43 FEET;
5. THENCE S00°00'00"W, 742.71 FEET;
6. THENCE S89°48'07"W, 10.30 FEET;
7. THENCE S00°00'00"W, 267.86 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PECOS STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. THENCE S89°48'07"W, 948.20 FEET;
2. THENCE S00°05'00"E, 10.00 FEET;
3. THENCE S89°48'07"W, 271.20 FEET;
4. THENCE N00°05'00"W, 10.00 FEET;
5. THENCE S89°48'07"W, 30.00 FEET TO A POINT ON THE EAST LINE OF TEJON STREET;

THENCE N00°05'00"W ALONG THE SAID EAST LINE OF SAID TEJON STREET, 481.60 FEET; THENCE DEPARTING FROM SAID EAST LINE OF SAID TEJON STREET S89°48'07"W, 362.20 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2012000088342 OF THE ADAMS COUNTY RECORDS; THENCE S00°05'00"E ALONG THE EAST LINE OF SAID PARCEL OF LAND AND SAID LINE EXTENDED, 276.60 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2016000021659 OF THE ADAMS COUNTY RECORDS; THENCE S89°48'07"W ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 332.20 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, SAID POINT ALSO BEING ON THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS; THENCE N00°05'00"W ALONG THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, 90.62 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF VALLEJO STREET; THENCE N89°48'07"E ALONG THE SOUTH LINE OF VALLEJO STREET, 10.00 FEET TO A POINT ON THE EAST LINE OF VALLEJO STREET; THENCE ALONG THE EAST LINE OF VALLEJO STREET THE FOLLOWING TWO (2) COURSES;

1. THENCE N00°05'00"W, 314.38 FEET;
2. THENCE N00°01'00"E, 393.38 FEET;

THENCE S89°51'16"W, 10.00 FEET; THENCE N00°01'00"E ALONG THE EAST LINE OF VALLEJO STREET AND SAID LINE EXTENDED, 517.61 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2007000058444 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF THE BNSF RAILROAD RIGHT-OF-WAY AS RECORDED AT RECEPTION NO. 2019000015214 OF THE ADAMS COUNTY RECORDS; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 396.20 FEET, A RADIUS OF 1475.85 FEET, A CENTRAL ANGLE OF 15°22'53", A CHORD DISTANCE OF 395.01 FEET AND WHOSE CHORD BEARS S85°50'00"W TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BNSF RAILROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 106.88 FEET, A RADIUS OF 1382.69 FEET, A CENTRAL ANGLE OF 04°25'43", A CHORD DISTANCE OF 106.85 FEET AND WHOSE CHORD BEARS S75°19'31"W; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD S73°06'32"W, 181.25 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE N00°16'37"W ALONG THE SAID WEST LINE OF THE SAID SOUTHWEST ¼ OF SAID SECTION 9, 104.36 FEET; THENCE N73°06'39"E ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD, 151.41 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 115.66 FEET, A RADIUS OF 1482.69 FEET, A CENTRAL

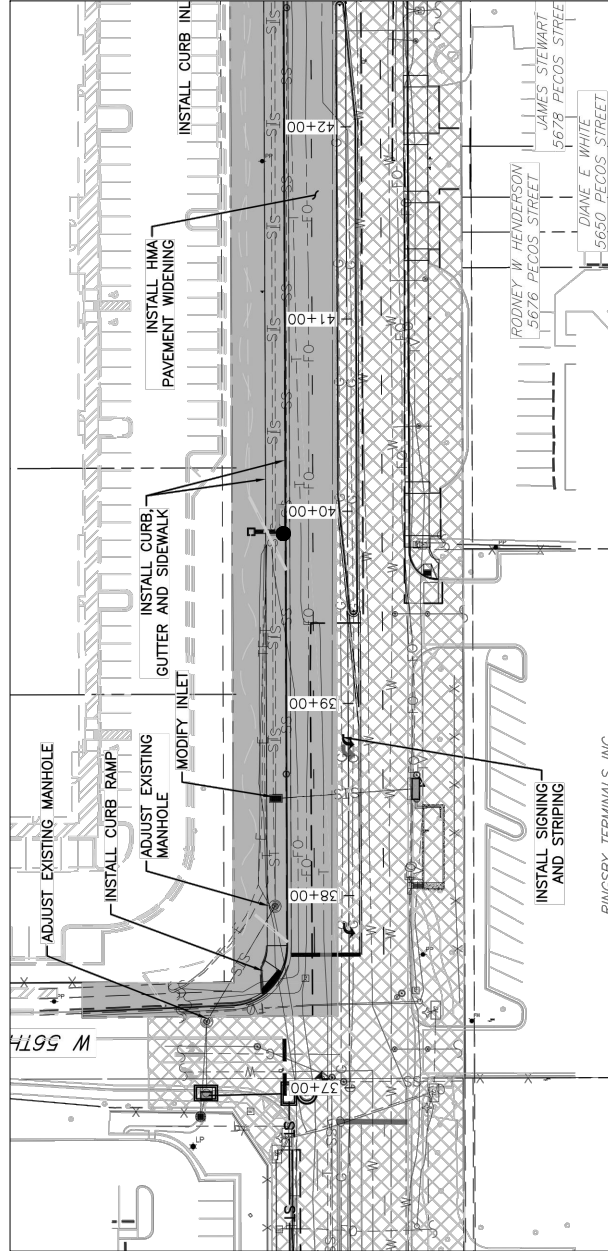
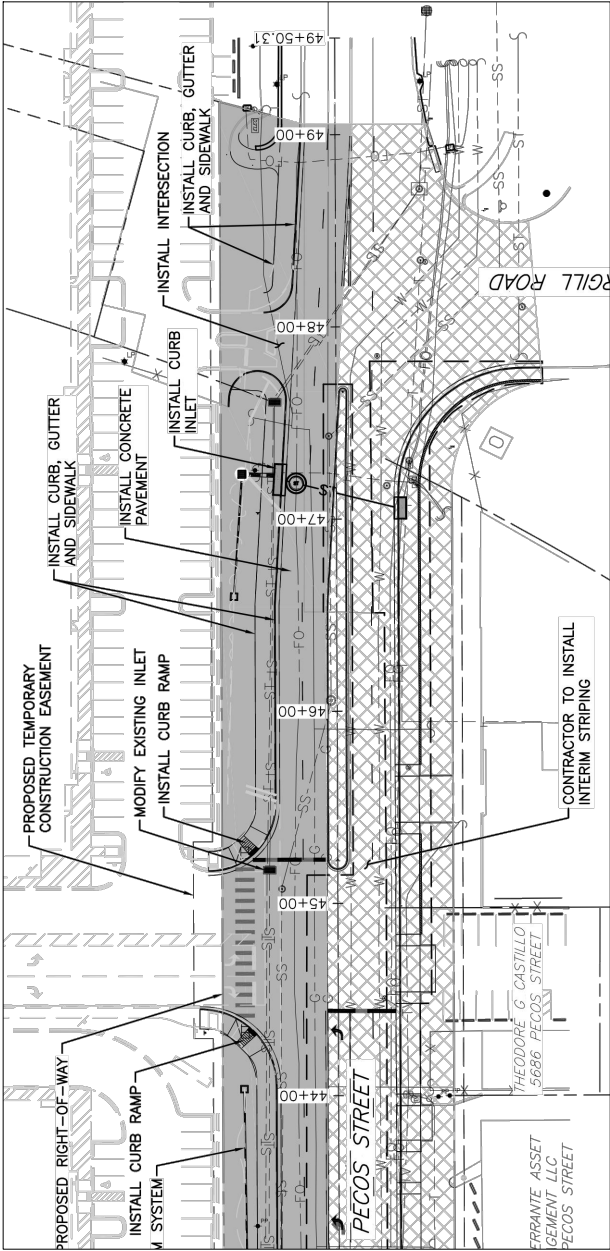
ANGLE OF 04°28'10", A CHORD DISTANCE OF 115.63 FEET AND WHOSE CHORD BEARS N75°20'49"E TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 737.76 FEET, A RADIUS OF 1575.85 FEET, A CENTRAL ANGLE OF 26°49'26", A CHORD DISTANCE OF 731.04 FEET AND WHOSE CHORD BEARS S88°26'43"E; THENCE CONTINUING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD S75°02'00"E, 560.87 FEET; THENCE N01°28'00"W, 125.57 FEET; THENCE N88°32'00"E, 427.11 FEET; THENCE S75°02'00"E, 47.91 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND IN DEED RECORDED AT RECEPTION NO. 2018000084369 OF THE ADAMS COUNTY RECORDS; THENCE N02°21'23"E ALONG THE WEST LINE OF SAID PARCEL OF LAND, 86.37 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE N85°52'05"E ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 617.19 FEET TO THE POINT OF BEGINNING,

COUNTY OF ADAMS,
STATE OF COLORADO

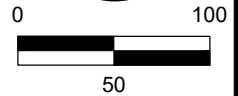
THE ABOVE DESCRIBED PARCEL CONTAINS 2,899,197 SQUARE FEET OR 66.56 ACRES MORE OR LESS.

EXHIBIT B - PECOS STREET IMPROVEMENTS

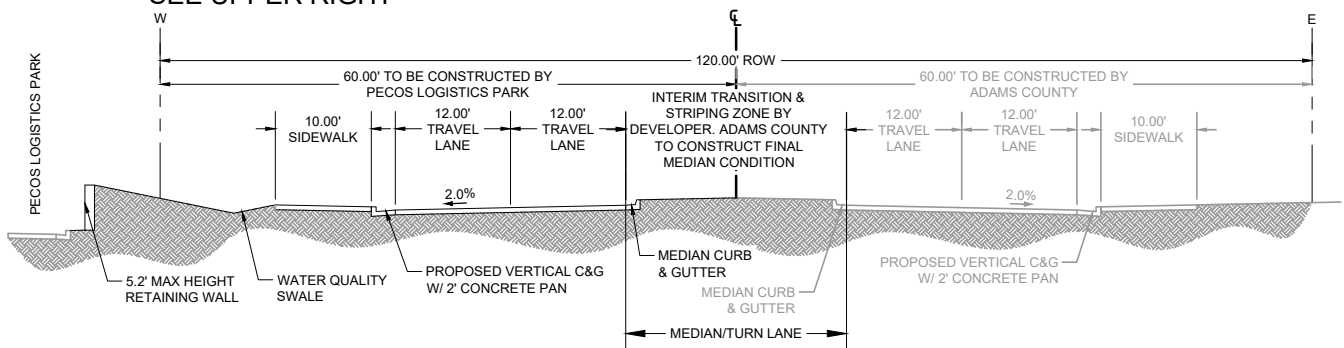
SEE LOWER LEFT



LEGEND
 [Cross-hatched box] IMPROVEMENTS BY ADAMS COUNTY
 [Solid grey box] IMPROVEMENTS BY DEVELOPER



SEE UPPER RIGHT



HRGreen.com

NORTH PECOS STREET
 EXHIBIT
 PECOS LOGISTICS PARK

SHEET
B

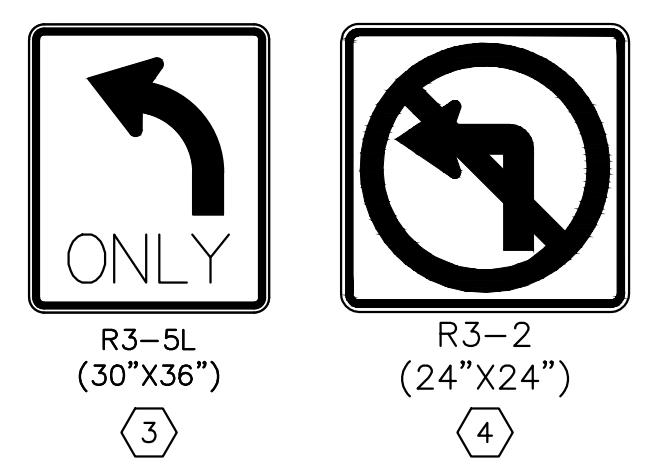
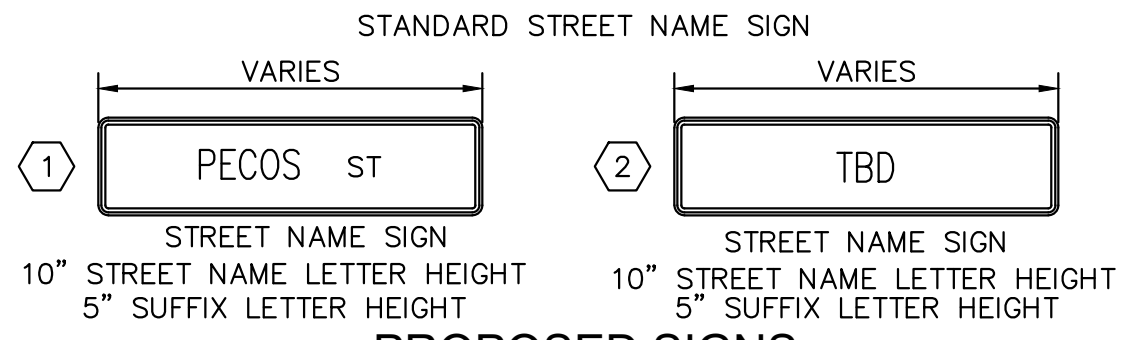
SCALE: 1" = 100'
 DATE: 04/03/20

\kimley-horn.com\nt_den1\DEN_PublicSector\096799001_Pecos Street Signal\CADD Sheets\2020-01-27_096799001_TS.dwg Loeffler, Tyler 3/25/2020 5:23 PM
 THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

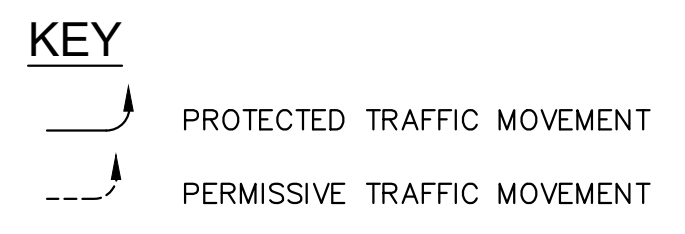
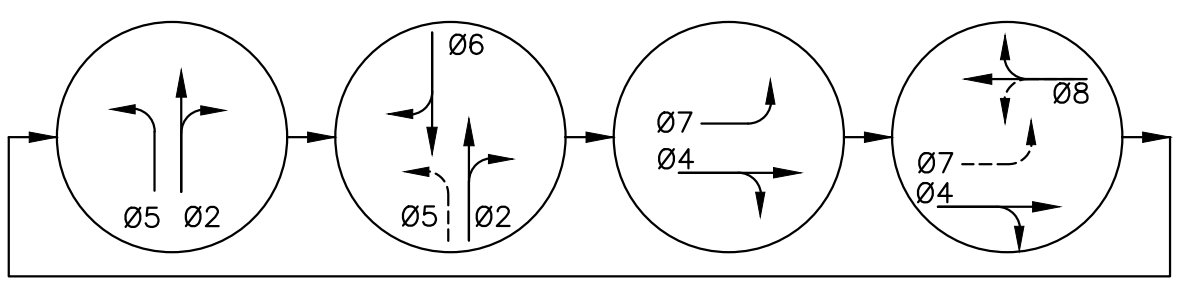
LEGEND

- TRAFFIC SIGNAL POLE, FOUNDATION AND MAST ARM (LENGTH XX')
- PROPOSED TRAFFIC SIGNAL HEAD W/ BACKPLATE
- PROPOSED TRAFFIC SIGNAL HEAD W/O BACKPLATE
- PROPOSED TRAFFIC SIGNAL HEAD W/ BACKPLATE
- PROPOSED TRAFFIC SIGNAL HEAD W/O BACKPLATE
- PROPOSED PULL BOX (30"x18"x12")
- PROPOSED CONDUIT (AS SHOWN)
- PROPOSED LUMINAIRE
- PROPOSED SIGNAL POLE PUSH BUTTON
- PROPOSED OPTICOM DETECTOR
- PROPOSED SIGNAL POLE/MAST ARM MOUNTED SIGN
- PROPOSED PEDESTRIAN SIGNAL
- PROPOSED PREEMPT DETECTION CAMERA
- PROPOSED PEDESTRIAN PUSH BUTTON POST

STREET NAME SIGNS LEGEND



PROPOSED PHASING



NOTES

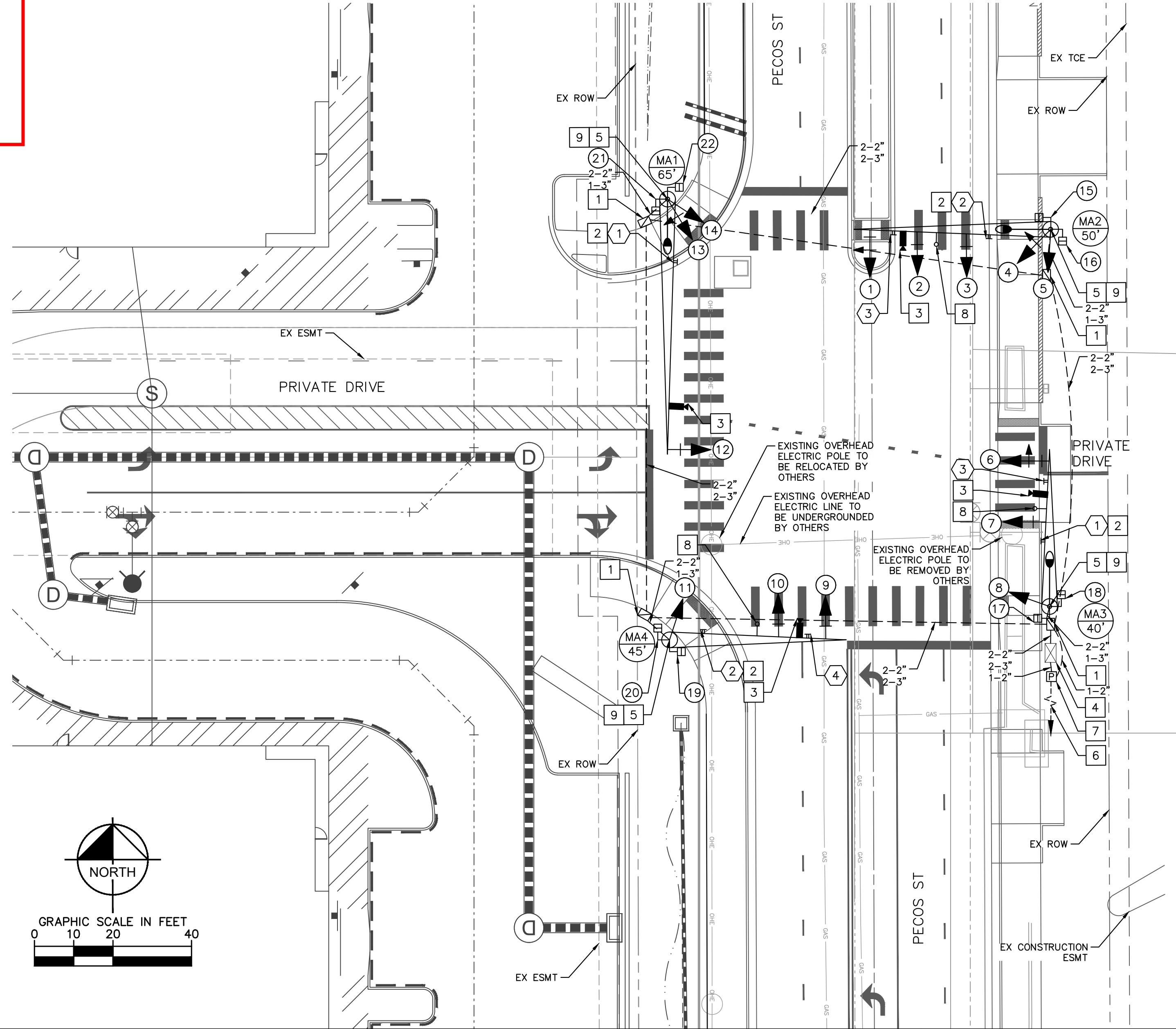
1. SIGNAL PHASING SHOWN IS FOR REFERENCE ONLY. CONTRACTOR SHALL CONTACT ADAMS COUNTY TO COORDINATE SIGNAL TIMING.
2. THE NORTH/SOUTH PEDESTRIAN CROSSING ON THE EAST SIDE OF PECOS STREET SHALL BE PRE-TIMED

| SIGNAL POLE SCHEDULE | | | | |
|--------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| POLE NUMBER | MA-1 | MA-2 | MA-3 | MA-4 |
| MAST ARM LENGTH | 65' | 50' | 40' | 45' |
| NORTHING/EASTING | N = 1170892.31 E = 3139463.20 | N = 1170884.63 E = 3139560.81 | N = 1170788.59 E = 3139560.49 | N = 1170784.86 E = 3139457.58 |
| APPROXIMATE TOP OF CAISSON ELEVATION | MATCH PROPOSED | MATCH EXISTING | MATCH EXISTING | MATCH PROPOSED |

EXHIBIT B
PECOS STREET PROPOSED TRAFFIC SIGNAL

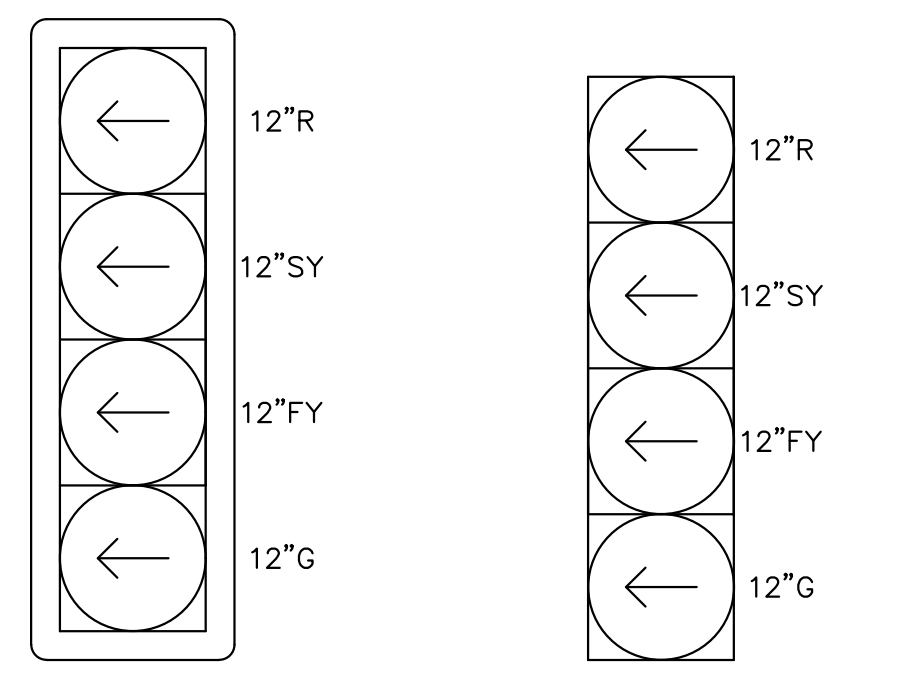
NOTES

1. ALL STRIPING SHOWN IS DIAGRAMMATIC ONLY. REFERENCE DEVELOPMENT OFFSITE PLANS FOR FINAL STRIPING PLAN.
2. THE EXISTING NORTH-SOUTH RUNNING OVERHEAD ELECTRIC LINE IS TO REMAIN IN PLACE. THE EXISTING TELECOMMUNICATION LINES SHALL BE REMOVED WITHIN THE OVERHEAD SPAN BY OTHERS. THE CONTRACTOR SHALL COORDINATE WITH XCEL TO CONFIRM THAT SUFFICIENT CLEARANCE FROM THE PROPOSED MAST ARMS AND EXISTING OVERHEAD POWER LINE IS PROVIDED.
3. THE EXISTING EAST-WEST RUNNING OVERHEAD ELECTRIC LINE IS TO BE REMOVED AND UNDERGROUNDED BY OTHERS. THE EXISTING POWER POLES SUPPORTING THIS RUN SHALL BE REMOVED AND/OR RELOCATED BY OTHERS. CONTRACTOR SHALL CONFIRM LOCATION OF UNDERGROUNDED LINE WITH XCEL PRIOR TO BEGINNING WORK.
4. ALL WORK SURROUNDING THE OVERHEAD ELECTRIC LINES DETAILED ABOVE AND REQUIRED BY XCEL AND TELECOM PROVIDERS MUST BE COMPLETED PRIOR TO BEGINNING WORK. REFERENCE PLAN SHEET BY OTHERS FOR REMOVALS.



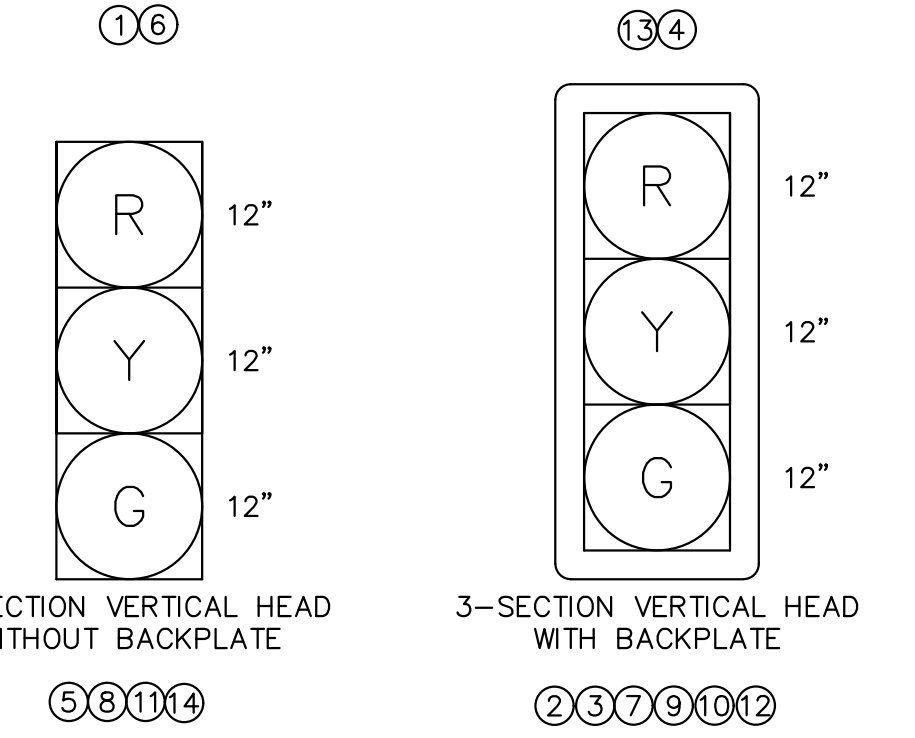
SIGNAL NOTES

- 1 FURNISH AND INSTALL NEW TYPE FOUR PULL BOX (SIGNAL COMPONENT PULL BOX)
- 2 FURNISH AND INSTALL STREET NAME SIGN PER ADAMS COUNTY STANDARDS AND SPECIFICATIONS
- 3 FURNISH AND INSTALL TC-CK1-SBE INTERSECTION MOTION AND PRESENCE MICROWAVE SENSOR DETECTION ON CDOT STYE BRACKET ON TRAFFIC SIGNAL POLE. DETECTION SHALL BE PROVIDED FOR PRESENCE AND ADVANCED DETECTION. FINAL LOCATION, POSITION, HEIGHT, AND MOUNTING REQUIREMENTS OF THE DETECTOR SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS.
- 4 FURNISH AND INSTALL TS2 TYPE 1 TRAFFIC CONTROL MODULAR 8 CABINET ASSEMBLY WITH A COBALT ATC TRAFFIC CONTROLLER BY ECONOLITE PER ADAMS COUNTY STANDARDS.
- 5 FURNISH AND INSTALL TRAFFIC SIGNAL POLE, MAST ARM, AND FOUNDATION PER CDOT STANDARDS S-614-40 AND S-614-40A. SIGNAL POLE SHALL BE HOT DIPPED GALVANIZED INSIDE AND OUT ACCORDING TO ASTM A123, AND PAINTED PER ADAMS COUNTY STANDARDS. POLE LOCATIONS TO BE FIELD VERIFIED WITH ADAMS COUNTY PRIOR TO INSTALLATION.
- 6 COORDINATE ELECTRICAL CONNECTION WITH XCEL ENERGY. INSTALL NEW METER AND OBTAIN ADDRESS FROM ADAMS COUNTY.
- 7 FURNISH AND INSTALL ELECTRIC METER
- 8 FURNISH AND INSTALL OPTICOM DETECTOR
- 9 INSTALL PEDESTRIAN PUSH BUTTON(S) ON TRAFFIC SIGNAL POLE



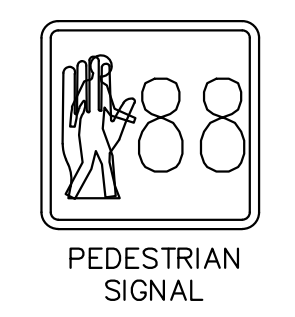
4-SECTION VERTICAL HEAD WITH BACKPLATE
 SY = STEADY YELLOW ARROW
 FY = FLASHING YELLOW ARROW

4-SECTION VERTICAL HEAD WITHOUT BACKPLATE
 SY = STEADY YELLOW ARROW
 FY = FLASHING YELLOW ARROW



3-SECTION VERTICAL HEAD WITHOUT BACKPLATE

3-SECTION VERTICAL HEAD WITH BACKPLATE



PEDESTRIAN SIGNAL

PROPOSED SIGNAL FACES

Print Date: March 25, 2020

Drawing File Name: 2020-01-27_096799001_TS.DWG

Horiz. Scale: NA Vert. Scale: NA

KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET,
 SUITE 1500
 DENVER, COLORADO 80237
 (303) 228-2300

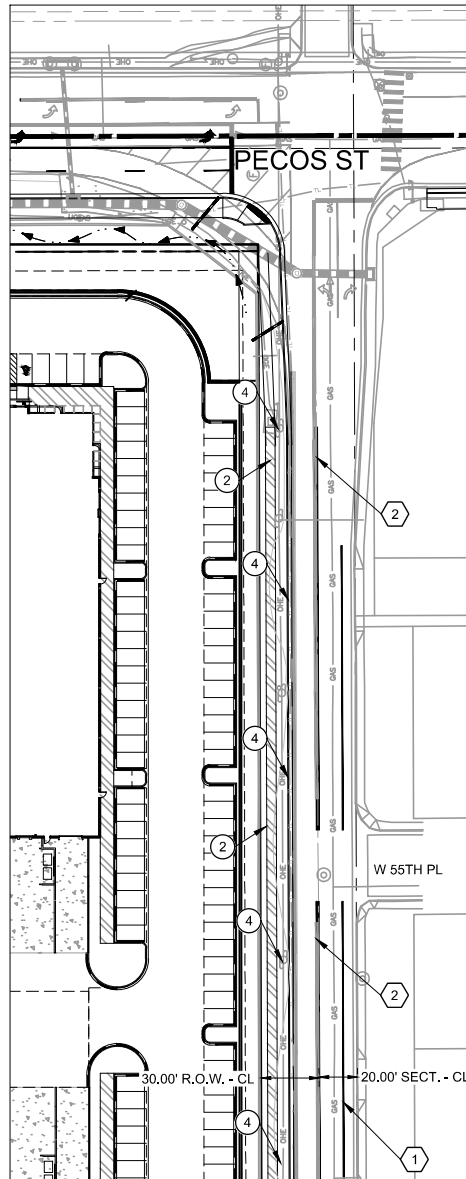
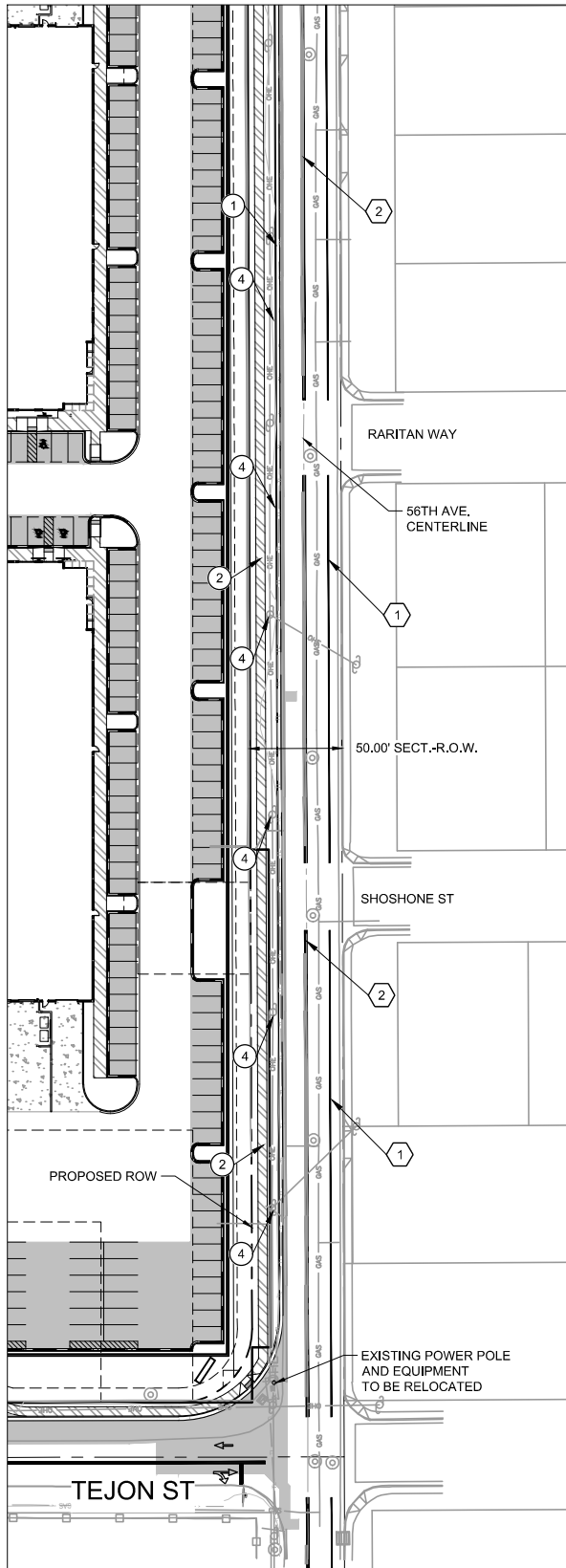
| Index of Revisions | | |
|--------------------|-----------|-------|
| Date: | Comments: | Init. |
| | | |
| | | |
| | | |

4582 S. ULSTER STREET, SUITE 1500
 DENVER, CO 80237
 Phone: (303) 228-2300

| As Constructed | | TRAFFIC SIGNAL/SIGNING & STRIPING PLAN | | Project No./Code | |
|----------------|--|--|------|------------------|--------|
| No Revisions: | | Designer: | MEC | 096799001 | |
| Revised: | | Detailer: | TJL | | |
| Void: | | Sheet Subset: | TSIG | Subset Sheet: | 1 of 1 |
| | | | | Sheet Number | 3 |

EXHIBIT C - 56TH AVENUE IMPROVEMENTS

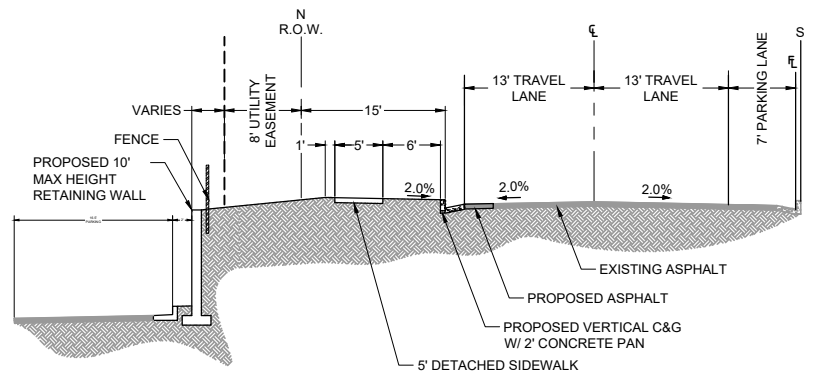
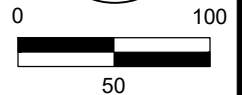
SEE BOTTOM RIGHT



SEE TOP LEFT

KEYNOTES:

- ① VERTICAL CURB AND GUTTER W/ 2' PAN
- ② 5' WALK
- ③ VERTICAL CURB AND GUTTER W/ 2' PAN AND WALK
- ④ OVERHEAD UTILITY TO REMAIN
- ① 4" SOLID DOUBLE YELLOW STRIPE
- ② 4" SOLID WHITE STRIPE



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; XV-row; xc-wq-dsgn



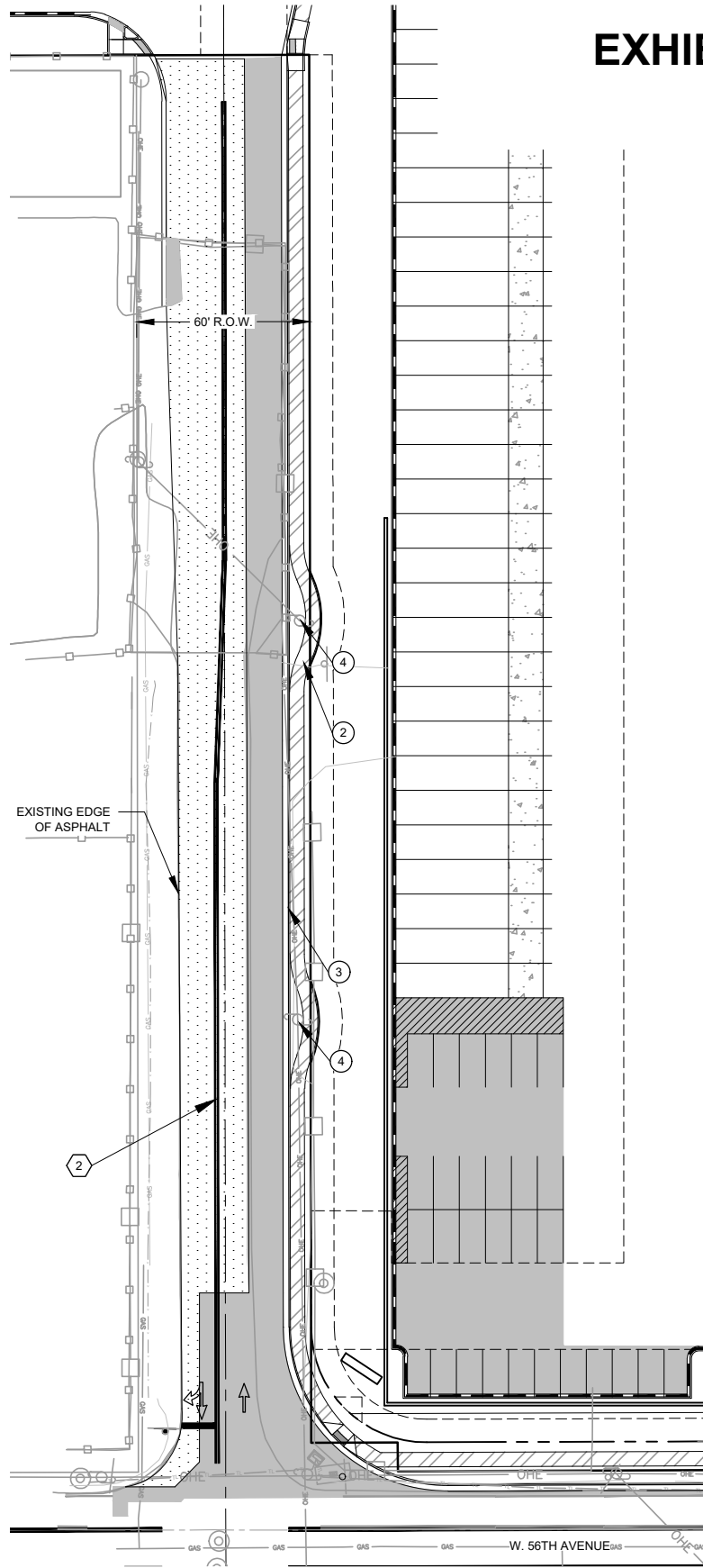
HRGreen.com

WEST 56TH AVENUE
EXHIBIT
PECOS LOGISTICS PARK

SHEET
C

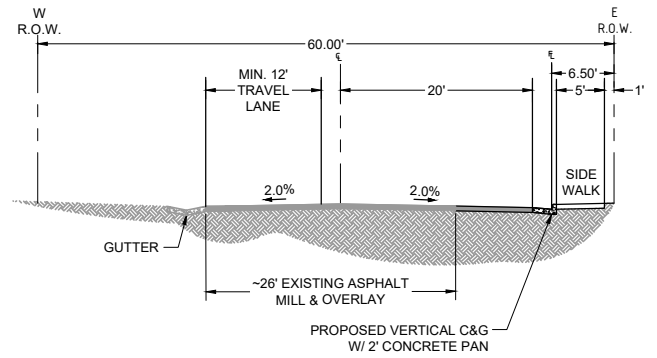
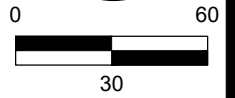
SCALE: 1" = 100'
DATE: 04/03/20

EXHIBIT E - TEJON STREET IMPROVEMENTS



KEYNOTES:

- ① VERTICAL CURB AND GUTTER W/ 2' PAN
- ② 5' WALK
- ③ VERTICAL CURB AND GUTTER W/ 2' PAN AND WALK
- ④ OVERHEAD UTILITY TO REMAIN
- ① 4" SOLID DOUBLE YELLOW STRIPE
- ② 4" SOLID WHITE STRIPE



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; xv-row; xc-wq-dsgn



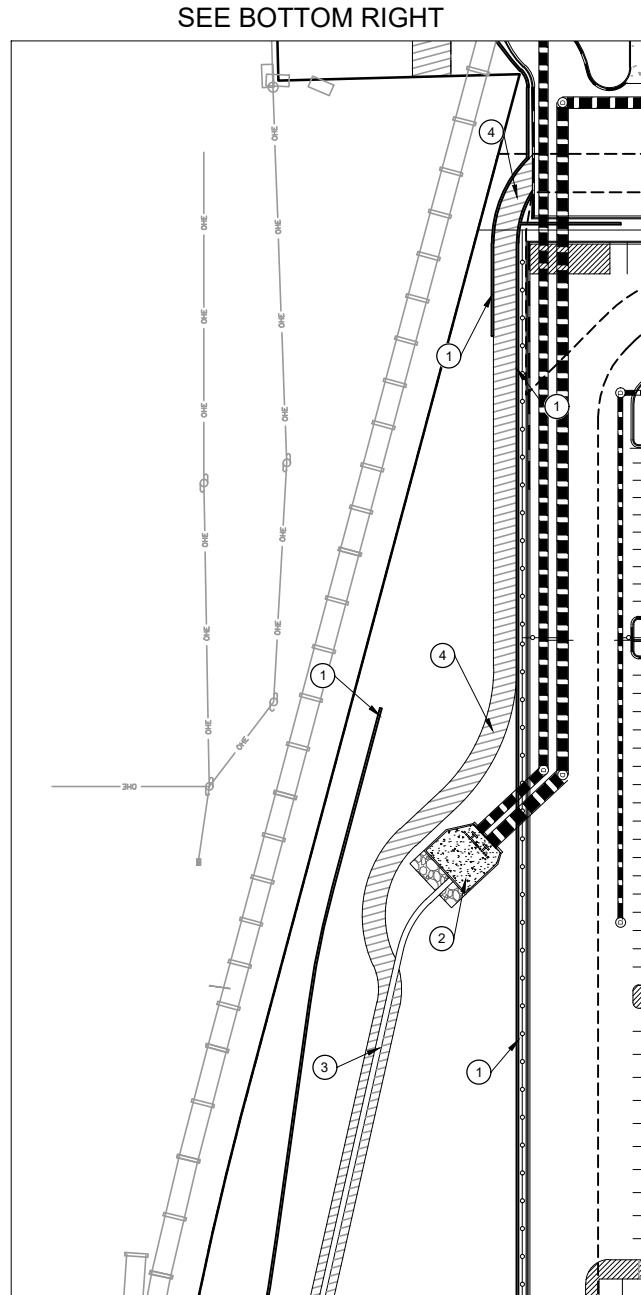
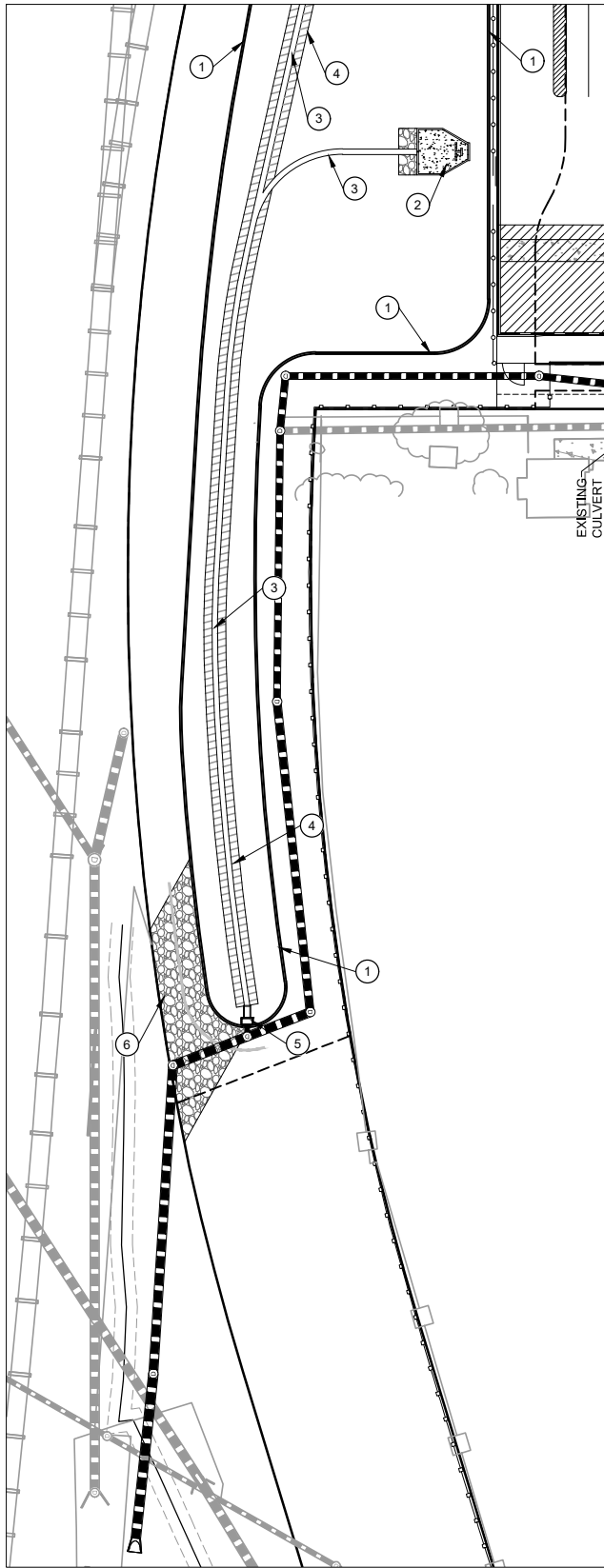
HRGreen.com

TEJON STREET
EXHIBIT
PECOS LOGISTICS PARK

SHEET
E

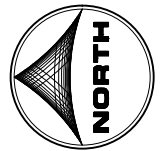
SCALE: 1" = 60'
DATE: 12/13/19

EXHIBIT F - DETENTION POND



KEYNOTES:

- ① RETAINING WALL
- ② FOREBAY
- ③ TRICKLE CHANNEL
- ④ MAINTENANCE ACCESS
- ⑤ OUTLET STRUCTURE
- ⑥ EMERGENCY OVERFLOW



HR GREEN Xrefs: xc-dsgn; XC-PECOS; XV-Survey; xv-row; xc-wq-dsgn



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DETENTION POND

EXHIBIT

PECOS LOGISTICS PARK

SHEET

F

SCALE: 1" = 60'

DATE: 04/22/20

PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

EXHIBIT G: OPINION OF ESTIMATED COSTS FOR OFF-SITE STREET IMPROVEMENTS

| Description | Quantity | unit of measure | amount | total | | | |
|---|----------|-----------------|------------|------------|------------|------------------------------------|--|
| Pecos Street | | | | | | | |
| Layout | 1214 | lf | \$ 9 | \$ 10,926 | | | |
| Sawcutting | 1519 | lf | \$ 3 | \$ 4,557 | | | |
| Demolition | 32708 | sf | \$ 2 | \$ 65,416 | | | |
| Excavation | 48194 | sf | \$ 1 | \$ 49,640 | | | |
| Street Utilities | 1519 | lf | \$ 107 | \$ 162,108 | | | |
| Street Curb & Gutter | 1482 | lf | \$ 18 | \$ 26,469 | | | |
| 10' City Sidewalk | 12340 | sf | \$ 5 | \$ 57,258 | | | |
| Curbcuts | 986 | sf | \$ 12 | \$ 11,852 | | | |
| City Handicap Ramps | 5 | ea | \$ 1,850 | \$ 9,250 | | | |
| Asphalt Paving | 3545 | sy | \$ 55 | \$ 194,089 | | | |
| Striping & Signage | 1449 | lf | \$ 10 | \$ 14,186 | | | |
| Bio-Swale | 1519 | lf | \$ 50 | \$ 75,950 | | | |
| Traffic Signal | 1 | ls | \$ 225,000 | \$ 225,000 | \$ 906,699 | Exhibit B - Pecos Street | |
| 56th Street | | | | | | | |
| Layout | 1276 | lf | \$ 9 | \$ 11,484 | | | |
| Sawcutting | 1276 | lf | \$ 3 | \$ 3,828 | | | |
| Demolition | 7656 | sf | \$ 1 | \$ 8,651 | | | |
| Excavation | 26242 | sf | \$ 1 | \$ 27,554 | | | |
| Street Utilities | 308 | lf | \$ 87 | \$ 26,787 | | | |
| Street Curb & Gutter | 1304 | lf | \$ 18 | \$ 23,276 | | | |
| 5'-0" Sidewalk | 6340 | sf | \$ 5 | \$ 30,495 | | | |
| City Handicap Ramps | 1 | ea | \$ 1,850 | \$ 1,850 | | | |
| Asphalt Paving | 507 | sy | \$ 70 | \$ 35,490 | | | |
| Striping & Signage | 4224 | lf | \$ 2 | \$ 8,448 | | | |
| Traffic Control | 1276 | lf | \$ 10 | \$ 12,760 | \$ 190,624 | Exhibit C - 56th Street | |
| Vallejo Street | | | | | | | |
| Layout | 1030 | lf | \$ 9 | \$ 9,270 | | | |
| Sawcutting | 1030 | lf | \$ 3 | \$ 3,090 | | | |
| Demolition | 10300 | sf | \$ 1 | \$ 11,639 | | | |
| Excavation | 21033 | ls | \$ 1 | \$ 21,664 | | | |
| Erosion Control | 1 | ls | \$ 5,860 | \$ 5,860 | | | |
| Bio-Swale | 1030 | lf | \$ 50 | \$ 51,500 | | | |
| Street Curb & Gutter | 1030 | lf | \$ 18 | \$ 18,355 | | | |
| City Sidewalks | 5150 | sf | \$ 6 | \$ 30,488 | | | |
| Asphalt Paving | 704 | sy | \$ 81 | \$ 56,700 | | | |
| Rotomill & Overlay Existing Asphalt | 687 | sy | \$ 31 | \$ 21,297 | | | |
| Striping & Signage | 2060 | lf | \$ 2 | \$ 4,120 | | | |
| Signage | 6 | ea | \$ 250 | \$ 1,500 | | | |
| Traffic Control | 1030 | lf | \$ 15 | \$ 15,450 | \$ 250,933 | Exhibit D - Vallejo Street | |
| Tejon Street | | | | | | | |
| Layout | 530 | lf | \$ 9 | \$ 4,770 | | | |
| Sawcutting | 656 | lf | \$ 3 | \$ 1,968 | | | |
| Demolition | 17166 | sf | \$ 1 | \$ 18,024 | | | |
| Excavation | 26076 | sf | \$ 1 | \$ 36,767 | | | |
| Street Curb & Gutter | 621 | lf | \$ 18 | \$ 11,004 | | | |
| 5' Sidewalk | 2710 | sf | \$ 5 | \$ 13,252 | | | |
| City Handicap Ramps | 1 | ea | \$ 1,850 | \$ 1,850 | | | |
| Asphalt Paving | 2479 | sy | \$ 60 | \$ 148,740 | | | |
| Striping & Signage | 1128 | lf | \$ 2 | \$ 2,504 | | | |
| Traffic Control | 530 | lf | \$ 15 | \$ 7,950 | | | |
| Misc. | 530 | lf | \$ 20 | \$ 10,611 | \$ 257,440 | Exhibit E - Tejon Street | |
| Tract A Pond and Outfall Structure | | | | | | | |
| Surveying & Layout | 1 | ea | \$ 7,500 | \$ 7,500 | | | |
| Excavation & Grading | 1 | ea | \$ 64,650 | \$ 64,650 | | | |
| Forebays | 1 | ea | \$ 42,000 | \$ 42,000 | | | |
| Landscaping | 1 | ea | \$ 32,325 | \$ 32,325 | | | |
| Trickle Channel | 1 | ea | \$ 24,125 | \$ 24,125 | | | |
| Maintenance Road | 1 | ea | \$ 18,540 | \$ 18,540 | | | |
| Type "L" Rip Rap | 1 | ea | \$ 90,160 | \$ 90,160 | | | |
| Outlet Structure | 1 | ea | \$ 41,400 | \$ 41,400 | \$ 320,700 | Exhibit F - Tract A Detention Pond | |

| | Year 1 | Year 2 |
|---|--------------|------------|
| Cost Estimate from Exhibit "B-F" | \$ 1,926,396 | |
| Additional 20% for Administration | \$ 385,279 | |
| Total Cost with 20% Admin | \$ 2,311,675 | |
| Additional 5% per year of Total Cost with 20% Admin | \$ 115,584 | \$ 121,363 |
| Total Cost Per Year | \$ 2,427,259 | \$ 121,363 |
| Grand Total | \$ 2,548,622 | |